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

REGULAR MEETING

Monterey Park City Hall Council Chambers
320 West Newmark Avenue
Monterey Park, CA 91754

WEDNESDAY
July 16, 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.

Communication by the Public is an important part of the Local Government Process. 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 are 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 **www.montereypark.ca.gov.** 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

For members of the public wishing to address the City Council regarding any item on this Agenda including the Consent Calendar or Oral Communications, please fill out a speaker card and return it to the City Clerk before the announcement of the Agenda Item.

Speakers are provided five (5) minutes per individual on each published agenda item. Individual speakers may consolidate time with another speaker's time; the total consolidated time cannot exceed two (2) minutes per speaker giving up time. 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 an individual Agenda item. If there are a large number of speakers on a particular agenda item, the Mayor, as confirmed by the City Council may reduce the amount of time allotted to each speaker 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, which dissolved February 1, 2012. Successor Agency matters will include the notation of "SA" 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: None.

ORAL AND WRITTEN COMMUNICATIONS

CONSENT CALENDAR -- ORAL AND WRITTEN COMMUNICATIONS

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. The City Clerk will not accept cards after the item has been taken up.

Consent Calendar – Approval By Minute Motion

[2.] SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)

CONSENT CALENDAR ITEMS 2A-2C

2-A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF JULY 16, 2014

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

(1) approve payment of warrants and adopt Resolution No. _____of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **July 16, 2014 totaling $3,331.06** 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 JUNE 2014

It is recommended that the City Council

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

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

2-C. SUCCESSOR AGENCY MINUTES

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

(1) approve the minutes from the regular meeting of June 18, 2014; and

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

NEW BUSINESS

2-D. REQUEST BY THE MONTEREY PARK CHAMBER OF COMMERCE TO FORGIVE DEFERRED RENTAL MONIES OWED TO THE FORMER REDEVELOPMENT AGENCY FOR RENT

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

(1) None; and

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

[3.] CITY OF MONTEREY PARK

CONSENT CALENDAR ITEMS 3A - 3N

3-A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF JULY 16, 2014

It is recommended that the City Council

(1) Approve payment of warrants and adopt Resolution No. _____ allowing certain claims and demands per Warrant Register dated **July 16, 2014 Totaling $1,038,877.89** 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 JUNE 2014

It is recommended that the City Council

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

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

3-C. CITY COUNCIL MINUTES

It is recommended that the City Council

(1) approve the minutes from the regular meetings of June 18, 2014 ; and

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

3-D. FIRE APPARATUS PURCHASE -- AUTHORIZATION TO EXECUTE AGREEMENT WITH THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

It is recommended that the City Council

(1) Authorize the City Manager, or designee, to execute an agreement, in a form approved by the City Attorney to purchase a 2014 KME Predator in the amount of $464,416 plus any additional amount due to the Consolidated Fire Protection District of Los Angeles County. Funding was approved in the FY 2014-2015 budget, Account No. 001-801-5002-99725;

(2) Approve additional expenditures for all applicable fees, sales tax and transfer fees due to the California Department of Motor Vehicles, (DMV) from Account No. 0010-801-5002-99725;

(3) Approve additional expenditures from Account No. 0010-801-5002-99725 to outfit and place in operation, the new KME Predator purchased from the Consolidated Fire Protection District. This will include fire hose, equipment replacement and mounting brackets; and

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

3-E. LEASE OF EL ENCANTO TO THE MONTEREY PARK CHAMBER OF COMMERCE

It is recommended that the City Council

(1) Authorize the City Manager to execute a lease, in a form approved by the City Attorney, to lease El Encanto to the Monterey Park Chamber of Commerce for $350 per month for the term of three years; and

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

3-F. PARCEL MAP NO. 72276 (306 N. HUNTINGTON AVENUE) - APPROVAL OF FINAL MAP

It is recommended that the City Council

(1) Adopt a resolution approving Final Parcel Map No. 72276; and

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

3-G. RENEW CONTRACT WITH WORLD JOURNAL LA, LLC, AS CO-PRODUCER OF THE MONTEREY PARK FOR 2015, 2016, AND 2017 LUNAR NEW YEAR FESTIVAL

It is recommended that the City Council

(1) Authorize the City Manager to execute a three (3) year agreement, in a form approved by the City Attorney, with World Journal LA, LLC; and

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

3-H. IDENTIFYING A TAX RATE FOR COLLECTING VOTER AUTHORIZED PROPERTY TAXES FOR EMPLOYEE RETIREMENT BENEFITS BASED ON THE ASSESSED VALUATION ESTABLISHED BY THE COUNTY ASSESSOR'S OFFICE

It is recommended that the City Council

(1) Adopt a Resolution identifying the amount of tax revenue required to fulfill the voters' intent in funding the City's retirement system; and

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

3-I. AT-RISK YOUTH EMPLOYMENT PLAN FOR TREE PLANTING PROJECT

It is recommended that the City Council

(1) Approving the at-Risk Youth Employment Plan and authorizing the City Manager to execute an agreement, in a form approved by the City Attorney, with the San Gabriel Valley Conservation Corps to help implement the Plan; and

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

3-J. ADOPTING A RESOLUTION CERTIFYING THE RESULTS OF THE JUNE 3, 2014 SPECIAL MUNICIPAL ELECTION

It is recommended that the City Council

(1) Adopt a resolution certifying the results of the June 3, 2014 special municipal election; and

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

3-K. JANITORIAL SERVICES CONTRACT FOR BUSINESS IMPROVEMENT DISTRICT NO. 1 (BID)

It is recommended that the City Council

(1) Award Chrysalis Enterprises a contract for services of the porter services;

(2) Direct the City Manager to enter into a contract with Chrysalis Enterprises, in a form approved by the City Attorney; and

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

3-L. SERVICE AGREEMENT WITH THE LOS ANGELES COUNTY ANIMAL CARE AND CONTROL DEPARTMENT FOR ANIMAL CARE AND CONTROL SHELTERING, LICENSING, AND AFTER HOURS SERVICES.

It is recommended that the City Council

(1) Authorize the City Manager to execute a service agreement in a form approved by the City Attorney with the Los Angeles County Animal Care and Control Department, not to exceed $10,000.00 of the estimated rates; and

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

3-M. MONTEREY HIGHLANDS PARK AND ELEMENTARY SCHOOL PARKING LOT IMPROVEMENTS – AWARD OF CONTRACT

It is recommended that the City Council

(1) Award the contract for the Parking Lot Improvements at Monterey Highlands Park and Elementary School to the lowest responsible bidder, Excel Paving Company of Long Beach, in the amount of $127,737.00;

(2) Authorize the Public Works Director to approve construction change orders up to $12,774 (up to ten percent of construction contract amount) for this project;

(3) Authorize the City Manager to execute a standard public works contract, in a form approved by the City Attorney, with Excel Paving Company; and

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

3-N. SECOND READING AND ADOPTION OF ORDINANCES INCREASING THE AMOUNT OF WATER, WASTEWATER AND SOLID WASTE RATES AND CHARGES.

It is recommended that the City Council

(1) Waive second reading and adopt the proposed Ordinance No. _____ - increasing the amount of Water Rates and Charges;

(2) Waive second reading and adopt the proposed Ordinance No. ____ - increasing the amount of Wastewater Rates and Charges;

(3) Waive second reading and adopt the proposed Ordinance No. _____ - increasing the amount of Solid Waste Rates and Charges; and

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

[4.] PUBLIC HEARING

4-A. A PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE DRAFT 2014-2015 ONE YEAR ACTION PLAN AS REQUIRED BY THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP ACT (HOME) PROGRAMS

It is recommended that the City Council consider

(1) Opening the public hearing to receive testimonial and documentary evidence;

(2) Adopt the One Year Action Plan for Program Year 2014-2015 and authorize the City Manager to implement the adopted Action Plan including, without limitation, to execute appropriate agreements in a form approved by the City Attorney; and

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

4-B. PUBLIC HEARING -- CONSIDERATION OF COSTS RESULTING FROM ABATING WEED NUISANCES AND AUTHORIZING COLLECTION VIA THE TAX ROLL

It is recommended that the City Council consider

(1) Opening the public hearing to receive verbal and documentary testimony regarding nuisance abatement costs;

(2) Adopting a resolution approving Weed Abatement Clearance Charge List and authorizing collection of such costs through the property tax rolls; and

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

[5.] UNFINISHED BUSINESS

None.

[6.] NEW BUSINESS

None.

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

[8.] CLOSED SESSION

None.

ADJOURN

ORAL AND WRITTEN COMMUNICATIONS

City Council Staff Report

DATE: July 16, 2014

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

TO: The Honorable Mayor and City Council

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

SUBJECT: Warrant Register for Successor Agency to the Former Community Redevelopment Agency of
July 16, 2014

RECOMMENDATION:

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 **July 16, 2014 totaling $3,331.06** 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 **239-242.**

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 **$3,349.22.**

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
16TH DAY OF JULY 2014
TOTALING $3,331.06 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	$	416.06
Merged Project Projects		2,915.00
Total	$	3,331.06

PASSED, APPROVED AND ADOPTED THE 16TH DAY OF JULY 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 16th day of July 2014 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

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

ATTACHMENT 1
Warrant Register

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/16/2014

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HENSLEY LAW GROUP	0860-801-1203-31600	350.00	LEGAL-SA		240	
	0870-801-1203-31600	350.00	LEGAL-SA		240	
						700.00
	TOTAL FOR PRINTED WARRANTS					**700.00**

TOTAL FOR PREPAID WARRANTS	0.00
TOTAL FOR PRINTED WARRANTS	700.00
TOTAL WARRANTS	700.00
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	0
TOTAL CHECKS PRINTED	1
TOTAL CHECKS ISSUED	1

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	0.00	350.00	350.00
0870	MERGED CAPITAL PROJECTS	0.00	350.00	350.00
	TOTAL	0.00	700.00	700.00

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/16/2014

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		241	2,565.00
NATIONAL CONSTRUCTION RENTALS	0860-801-1203-31100	66.06	FENCE RENTAL		242	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 07/16/2014
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: July 16, 2014

AGENDA ITEM NO: **(SA) New Business Agenda Item 2-B.**

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, CPFO, Controller

SUBJECT: Successor Agency Monthly Investment Report – June 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 June 30, 2014 invested funds for the Successor Agency of the City of Monterey Park is as follows:

• Successor Agency (SA) Savings	$ 5,621,080.28
• Successor Agency (SA) Checking	70,720.86
• Successor Agency (SA) RORF	1,058,969.79
Total	$ 6,750,770.93

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: July 16, 2014

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

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: Successor Agency (SA) Minutes

RECOMMENDATION:

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

(1) Approve the minutes from the regular meeting of June 18, 2014 and;

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

EXECUTIVE SUMMARY:
None.

BACKGROUND:
None.

FISCAL IMPACT:
None.

Respectfully submitted,

Vincent D. Chang
City Clerk

Prepared by:

Michelle Chen
Minutes Clerk

Approved By:

Paul L. Talbot
City Manager

Attachments: June 18, 2014 (Regular)

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
JUNE 18, 2014

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, June 18, 2014 at 7:00 p.m.

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

CALL TO ORDER:
Mayor Wong called the meeting to order at 7:00 p.m.

FLAG SALUTE:
The Monterey Park Police Explorers led the flag salute.

ROLL CALL:
City Clerk Chang called the roll:
Council Members Present: Real Sebastian, Ing, Chan, Liang, Wong
Council Members Absent: None

ALSO PRESENT: City Manager Talbot, Deputy City Attorney Berger, City Treasurer Leon, Public Works Director/Assistant City Manager Bow, Police Chief Smith, Human Resources Director Cody, Community and Economic Development Director Huntley, Management Services Director Thai, Recreation and Community Services Director Costley, City Librarian Arvizu, Interim Fire Chief Birrell, Controller Yaung

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

1. PRESENTATIONS:
None.

ORAL AND WRITTEN COMMUNICATIONS

- Nancy Arcuri spoke of the results from the Special Election held on June 3, 2014 stating Monterey Park's Measure A was approved by the voters to develop 80 single family homes at 2030 Portero Grande. She also expressed her concerns of the low voter turn-out during the June Special Election.

- Dora Leung spoke as the Ambassador for the Monterey Park Chamber of Commerce inviting the council to attend several upcoming calendar events: (1) to celebrate the 85th Anniversary of El Encanto on June 22, 2014 from 2:00 p.m. - 4:00

p.m.; (2) the Monterey Park LAMP Optimist Club and Friends of the Youth Fundraiser and Dinner on June 26, 2014 at Empress Seafood Restaurant at 6:00 p.m. Pre-sale tickets are available for $40.00; and (3) the Los Angeles Overseas Lions Club will be hosting a Officers Installation Dinner on June 29, 2014 from 10:00 a.m. - 4:00 p.m. at Almansor Court in Alhambra. She invited the council and residents to enjoy a "Afternoon in Old Shanghai" and come dressed in 1920's-1930's costume.

- Margie Ramirez invited the council to attend her photo gallery exhibit and reception on Monday, July 14, 2014 from 5:00 p.m. - 7:00 p.m. at Alhambra City Hall.

- Andre Ransons addressed the council stating his concerns of a city photo displaying a city employee repairing a broken water line. He disclosed to the council of his conversation with Cal-OSHA and is requesting the published photos be submitted to Cal-OSHA for review.

- Sarkis Antonian spoke of his concerns of the city's Harmony Car Show and Play Days Parade and recommended that staff encourage participation and promote the city's community events.

- Louis Origel spoke of his concerns to the mitigated traffic and safety hazards to the occupants dining at the restaurant located on the southeast corner of Atlantic Boulevard and Hellman Avenue. He recommended the city's planning department and traffic commission review possible barricades be developed to ensure the public's safety.

- Arthur Lonb spoke of his concerns to drivers speeding on city streets through Fulton Avenue and Markland Drive. He recommended the city police department enforce the marked speed limits and meet with staff to address the residents' concerns.

- Hannelore Weyermann informed the council of a recent parking ticket she received at Bruggemeyer Library for parking in a designated employee parking stall and recommended that the signs be placed lower at eye level for better visibility. She also spoke of her concerns to the city's street infrastructure and potholes.

- Paul Perez spoke his concerns of a restaurant located on the southeast corner of Atlantic Boulevard and Hellman Avenue. He recommended that staff educate the business owners of food and safety policies and regulate any code enforcement compliance.

2. SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) CONSENT CALENDAR ITEM NOS. 2A - 2C

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

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted Item Nos. 2A -

2C and reading resolutions and ordinances by title only and waiving further reading thereof.

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

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

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF JUNE 18, 2014

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

Action Taken: The City Council approved the payment of warrants and adopted **Resolution No. SA – 73** of the Successor Agency (SA) to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **June 18, 2014 totaling $3,531.06** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. SA – 73, entitled:
A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **June 18, 2014 totaling $3,531.06** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2B. SUCCESSOR AGENCY INVESTMENT REPORT AS OF MAY 2014

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.

Action Taken: The City Council received and filed the investment report as of May 8, 2014 on Consent Calendar.

2C. SUCCESSOR AGENCY MINUTES

Approval of Minutes from the adjourned regular meeting of May 8, 2014 of the Successor Agency to the former Monterey Park Redevelopment Agency.

Action Taken: The City Council approved the minutes from the Successor Agency to the former Monterey Park Redevelopment Agency adjourned regular meeting of May 8, 2014 on Consent Calendar.

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

Staff Report *The Successor Agency to the Former Monterey Park Redevelopment Agency*

City Council Meeting: July 16, 2014

Agenda Item: **(SA) New Business**
Agenda Item 2-D.

TO: HONORABLE MAYOR AND MONTEREY PARK CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY

FROM: DONNA M. RAMIREZ, ECONOMIC DEVELOPMENT SPECIALIST

SUBJECT: REQUEST BY THE MONTEREY PARK CHAMBER OF COMMERCE TO FORGIVE DEFERRED RENTAL MONIES OWED TO THE FORMER REDEVELOPMENT AGENCY FOR RENT

RECOMMENDATION:

1) None

EXECUTIVE SUMMARY:

The Monterey Park Chamber of Commerce is requesting that past due deferred rent money in the amount of $29,400, be forgiven. (Exhibit A – Letter dated May 12, 2014)

The deferred monies are owed to the Successor Agency through the former redevelopment agency. Funds received from repayment would be distributed to the County of Los Angeles for distribution to the various taxing entities.

BACKGROUND:

Staff Reports from 2009, 2010 and 2011 (Exhibits B, C, and D) and the related agreements for each of those years, are attached to provide historic information on this item.

DISCUSSION:

According to the 2009 Agreement between the former redevelopment agency and the Chamber of Commerce, the first deferred rent repayment of $500 a month was due on January 2014 and would continue until November 2018. Staff sent the Chamber a Notice of Default on

March 3, 2014 (Exhibit E – Notice of Default) notifying it that it was three months behind in their payments and in noncompliance with the Agreement.

Subsequently, the Chamber of Commerce approached staff requesting the forgiveness of past due deferred rental monies. Staff is bringing this item before the City Council acting on behalf of the Successor Agency for its consideration.

FISCAL IMPACT:

The impact is $29,400 to taxing entities. As one of those entities, the City of Monterey Park would receive, at the most, 15% of the $29,400 less any amount allocated for pass-thru agreements.

Prepared and submitted by:

Donna M. Ramirez
Economic Development Specialist

Approved by:

Paul L. Talbot
City Manager
Director

Reviewed by:

Michael Huntley
Community & Economic Development

Reviewed by:

Karl H. Berger, Assistant City Attorney

ATTACHMENTS:

Exhibit A: Chamber letter dated May 12, 2014
Exhibit B – D: 2009, 2010, and 2011 Staff Reports and Agreements
Exhibit E: Notice of Default

EXHIBIT A

CITY OF MONTEREY PARK
320 West Newmark Avenue • Monterey Park • California 91754-2896
www.ci.monterey-park.ca.us

City Council
Peter Chan
Mitchell Ing
Hans Liang
Teresa Real Sebastian
Anthony Wong

City Clerk
Vincent D. Chang

City Treasurer
Joseph Leon

Mailed via Certified Return Receipt

March 3, 2014

Mr. John Man
President
Monterey Park Chamber of Commerce
700 El Mercado Avenue
Monterey Park, CA 91754

Re: NOTICE OF DEFAULT: 2009 Agreement between the Monterey Park Redevelopment Agency and the Monterey Park Chamber of Commerce

Dear Mr. Man:

In 2009 the Monterey Park Chamber of Commerce entered into an agreement with the Monterey Park Redevelopment Agency (Agency). The Agreement detailed services the Chamber would provide in exchange for financial assistance from the Agency. Part of the 2009 Agreement was the deferral of past due amounts owed for rent in the amount of $29,400.00. The amount was deferred until January of 2014. The 2009 Agreement contains a repayment schedule detailing monthly payments of $500.00, beginning on January 1, 2014 and continuing until November 1, 2018.

This letter serves as a Notice that the payments were due to the Monterey Park Successor Agency to the former Redevelopment Agency as of January 1, 2014. As of March 1, 2014 the Chamber is in the rears by three (3) payments totaling $1,500 for the deferred amount.

Please mail in your payment to my attention or call my office within a couple of days to schedule an appointment to discuss the matter. You may reach me at (626) 307-1385.

Sincerely,

Donna M. Ramirez
Economic Development Specialist

cc: Paul Talbot, City Manager
Michael Huntley, Community & Economic Dev. Director
Dan Costley, Director of Recreation
Annie Yaung, Controller

EXHIBIT B

Staff Report City of Monterey Park

DATE: February 4, 2009

TO: JUNE YOTSUYA, CITY MANAGER

FROM: RICK GOMEZ AICP, INTERIM DIRECTOR OF ECONOMIC DEVELOPMENT

SUBJECT: MONTEREY PARK CHAMBER OF COMMERCE PROPOSAL FOR FINANCIAL SUPPORT

BACKGROUND:

The Monterey Park Chamber of Commerce is re-submitting its proposal requesting financial support from the City, which fulfills the City Council's request for additional information made at the regular Council meeting on December 17, 2008.

DISCUSSION:

The Chamber is requesting total funding of $178,000 over a 5 year period from January 1, 2009 to December 31, 2013. The funds are to be paid on a declining scale as follows:

FY '08-09 (Jan-June '09)	$20,000
FY '09-10	$40,000
FY '11-12	$38,000
FY '12-13	$34,000
FY '13-14	$31,000
FY '14-15 (July-Dec '14)	$15,000
Total	$178,000

The five-year term consists of a one-year term followed by four, one-year options. Quarterly reviews and annual audits by City staff will insure compliance with the City's and Chamber's agreed upon objectives.

The Chamber also requests to defer past payments $29,400 in rent (up to and including December 2008) until 2014 at which time the debt will be paid back interest free over a term to be agreed upon by the City and Chamber.

a) Performance Evaluations and Accountability

Staff will receive quarterly reports from the Chamber and conduct annual reviews. The Chamber will also make presentations to the Council during its regular meeting at least twice a year and participate twice a year in "Dialogues with the City".

This allows the City the option to renew upon satisfactory evaluation of the Chamber's performance. Performance will be measured in terms of its ability to carry out all the programs and activities specified in the Scope of Work as well as its ability to adhere to the financial projections during the duration of the agreement.

b) Hiring an Executive Director

The majority of the funds will cover the cost of retaining a part-time Executive Director who will assist the Chamber in establishing its vision of becoming a more independent entity and valuable resource for the community by implementing services and products for the City and Business Community.

The Board will seek an Executive Director with a college degree and/or a combination of experience and education that supports the knowledge and skills required to be successful. The demonstration of leadership capabilities as well as fundraising and event management experience will be emphasized.

c) Profit and Loss Statement for the Last 2 Years, FY '07 & FY '08

The Chamber became active again after the new Board was formed two years ago. The Chamber had a loss of $2,914 in FY '07, but recorded a profit of $6,192 in FY'08.

The Chamber's total revenues and expenses for the two fiscal years are shown below.

	FY '07	FY '08
Total Revenues	$48,190	$54,399
Total Expenses	$51,104	$48,207
Profit/Loss	$(2,914)	$ 6,192

d) Profit and Loss for Special Events in FY'07 & FY'08

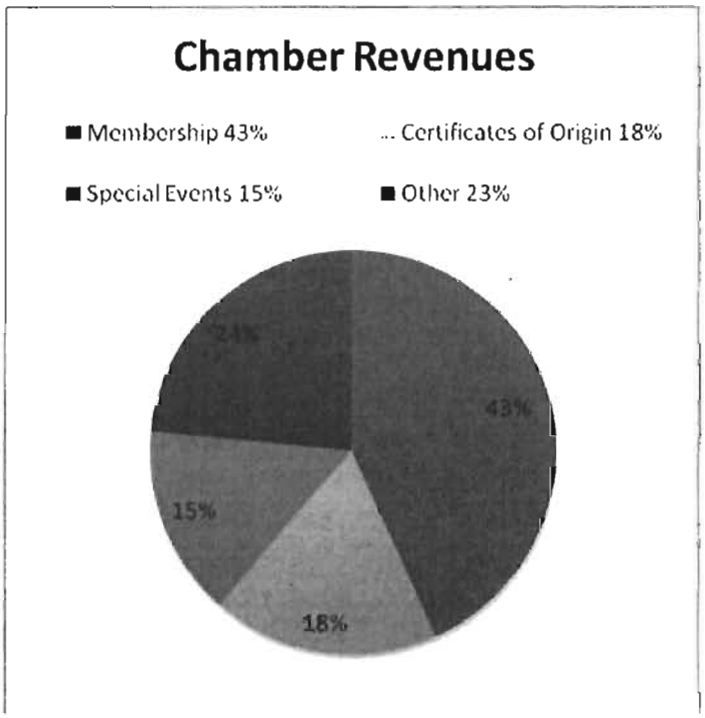
The Chamber carried out four special events annually for the last two years; the Christmas Mixer, the Chinese New Year dinner, the Mayor's breakfast and the Pre-July 4th Barbeque bringing in profits of $14,989.

		FY '07			FY '08	
	Income	Expenses	Profit	Income	Expenses	Profit
Christmas Mixer	508	46	462	800	716	84
Chinese New Year	14,431	7,480	6,951	1,235	306	929
Mayor's Breakfast	1,100	1,120	(20)	1,625	1,350	275
4th July BBQ	2,146	1,476	670	12,091	6,453	5,638
Total	18,185	10,122	8,063	15,751	8,825	6,926

e) Sources of Income and Expenditures

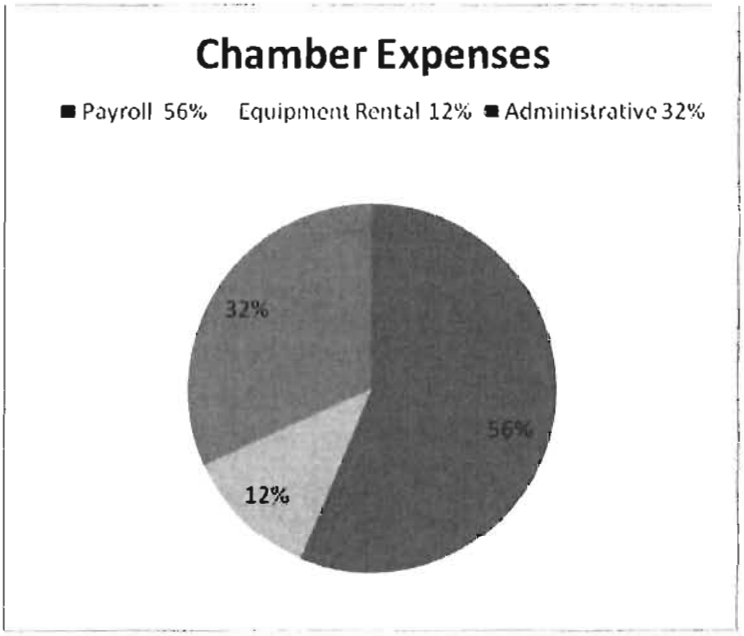
i. Income Sources

The Chamber generated $102,589 in total revenues the last 2 years. More than three quarters came from 3 major sources -Membership, Certificates and Special Events. The remaining revenues came from services provided to foreign delegations, rent, networking luncheons, donations, etc.



ii. Expenses

The largest expense was payroll and related expenditures, at more than half, for 2 paid staff. Next was equipment rental. The remaining expenses went to administration, marketing efforts, and costs of producing certain events.



f) 2008 Paid Membership List

The Chamber had 133 paid members in 2008. The following table shows different categories and number of members in each. A complete membership list is attached.

Type	# of members	Annual Dues	Total
Business up to 10 employees	74	$125/ea	$9,250
Non-Profit Organization	25	$100/ea	$2,500
Business with 11-20 employees	12	$200/ea	$2,400
Business with 21-30 employees	9	$250/ea	$2,250
Business with 101-200 employees	3	$450/ea	$1,350
Business with 400+ employees	1	$800/ea	$800
Business with 31-100 employees	2	$300/ea	$600
Home Business	5	$100/ea	$500
Residents	2	$ 60/ea	$120
Business with 201-400 employees	0	$650/ea	$0
Total	133		$19,770

g) Membership Goals Next 5 Years

Year 1	12 new members
Year 2	24 new members
Year 3	36 new members
Year 4	36 new members
Year 5	36 new members
	144 new members

h) Profit and Loss Projections over the Next 5 Years

The Chamber's financial projections for the next five years, beginning in FY '09 are shown below. Details of the projections are attached.

	FY '09	FY '10	FY '11	FY '12	FY '13	FY '14
Total Revenues	$68,136	$95,300	$98,300	$99,300	$101,300	$99,800
Total Expenses	$67,976	$90,440	$92,300	$93,500	$ 92,600	$89,700
Profits/Loss	$ 160	$ 4,860	$ 6,000	$ 5,800	$ 8,700	$10,100

FUNDING SOURCE:

Community Redevelopment Agency Funds

Budget:	FY 08-09	$20,000
	FY 09-10	$40,000

RECOMMENDATION:

City Council:

1. Accept the Chamber's proposal and request for $178,000 over a 5-year period from January 1, 2009 to December 31, 2013 for services and products provided by the Chamber and to defer payment of past rent of $29,400 (up to and including December 2008 rent) to be paid interest free beginning 2014.

2. The City approves the terms in concept and authorizes the City Manager or her designee to execute the agreement providing the Chamber $178,000 over 5-years, subject to approval by the City Attorney.

By: _____ for
Rick Gomez, AICP
Interim Director of Economic Development

Approved: _____
June Yotsuya
City Manager

Attachments: 1) City Chamber Agreement
2) January 8, 2009 Chamber Report
3) Profit and Loss Statement for 2007 & 2008
4) Profit and Loss for Special Events 2007 & 2008
5) 2008 Paid Membership List
6) Profit and Loss Projections over next 5 years
7) Chamber proposal

Sr836

SERVICE AGREEMENT

This agreement is made and entered into as of the 4th day of February, 2009, by and between the CITY OF MONTEREY PARK, a municipal corporation hereinafter called AGENCY and the MONTEREY PARK CHAMBER OF COMMERCE hereinafter called CONTRACTOR.

WITNESSETH

Whereas, the Monterey Park Chamber of Commerce was founded in 1937 and has provide service to the business community for 71 years of operation; and

Whereas, the Chamber is interested in partnering again with the City of Monterey Park, after 3 years of inactivity, to create a vibrant economy that will benefit the City in terms of business attraction, retention and expansion; and

Whereas, the Chamber now has a full Board of Directors consisting of new and motivated directors who are committed to re-launch the Monterey Park Chamber of Commerce; and

Whereas, the Chamber sees its role as being the City's partner in carrying out programs and activities to support and encourage businesses to conduct their activities within the City.

NOW, THEREFORE, City and Chamber agree as follows:

1. **TERM**

   This agreement shall commence on **January 1, 2009** and extend for the periods specified in Attachment 1 Scope of Services have been completed to the AGENCY'S satisfaction.

2. **SERVICES PROVIDED**

   The scope of work and services provide by CONTRACTOR to AGENCY is outlined in Attachment 1.

3. **CONSIDERATION**

A. CONTRACTOR shall provide the services described in Attachment 1 for a fee not to exceed $178,000 over a 5 year period as specified in Attachment 1.

B. For services provided to AGENCY according to Attachment 1, CONTRACTOR shall submit quarterly invoices for payment in accordance with the scope of services identified in Attachment 1. These payments shall be made for tasks or services, which are completed to the satisfaction of AGENCY.

4. **NOTICES/INVOICES**

Any and all notices, demands, invoices, and written communication between the parties by mail shall be addressed to the parties as follows:

AGENCY	CONTRACTOR
Brian Dowling	
Economic Development Department	Monterey Park Chamber of Commerce
320 West Newmark Avenue	700 El Mercado Ave
Monterey Park, CA 91754	Monterey Park, CA 91754

Any such notices, demands, invoices and written communications by mail shall be conclusively deemed to have been received by the addressee five (5) days after the deposit thereof in the United States mail, first class postage prepaid and properly addressed as noted above.

5. **WRITTEN AUTHORIZATION REQUIRED**

CONTRACTOR shall not make changes in the services or perform any additional work provide any additional material under this Agreement without first obtaining written authorization from AGENCY for such additional work materials. Additional labor or materials provided without authorization shall be done at CONTRACTOR'S risk and without payment

6. **ENTIRE AGREEMENT**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that this document comprises the entire agreement between the above parties

with respect to the subject matter of this Agreement and no other promises, statements or representations have been made to any party to this agreement other than those contained herein. Any modification of this Agreement shall not be valid unless it is in writing and signed by all parties.

7. SAVINGS CLAUSE

If any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

8. INDEPENDENT CONTRACTOR

CONTRACTOR shall perform the services hereunder as an independent CONTRACTOR and shall furnish such services in his own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of CONTRACTOR be considered an employee of AGENCY.

9. INSURANCE REQUIREMENTS.

Chamber, at Chamber's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

a. Workers Compensation Coverage. Chamber shall maintain workers compensation insurance and employer's liability insurance for its employees in accordance with the laws of the State of California. In addition, Chamber shall require each subcontractor to similarly maintain worker's compensation insurance and employer's liability insurance in accordance with the laws of the State of California for all of subcontractor's employees. Any notice of cancellation, non-renewal or modification of any workers compensation policies must be received by the City at least thirty (30) days prior to such termination, non-renewal or modification. The insurer shall agree to waive all rights of subrogation against City, its officials, officers, agents, employees and volunteers for losses arising from work performed by Chamber for City.

i. General Liability Coverage. Chamber shall maintain commercial general liability insurance in an amount not less than one million

dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit identified in this paragraph.

b. Endorsements. Each general liability insurance policy shall be with insurer's possessing a Best's rating of no less than A:VII and which are licensed to conduct business in California, and shall be endorsed with the following specific language:

   i. The City, its elected or appointed officers, officials, employees, agents and volunteers shall be covered as additional insureds on all such policies of insurance with respect to liability arising out of services performed by or on behalf of the Chamber, including materials, parts or equipment furnished in connection with such services or operations.

   ii. These policies of insurance shall be considered primary insurance as respects the City, its elected or appointed officers, officials, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have shall be considered excess insurance only and shall not contribute with the policies of insurance obtained by Chamber.

   iii. These policies of insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

   iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or volunteers.

   v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by these policies shall not be suspended, voided, canceled, modified or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

vii. The general liability insurance coverage shall be at least as broad as Insurance Services Office commercial general liability coverage (occurrence form CG0001 1188).

c. Certificates of Insurance. Chamber shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on the date of execution of this Agreement by Chamber. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

10. NON-ASSIGNMENT

This Agreement is not assignable either in whole or in part by CONTRACTOR without the written consent of AGENCY.

11. ATTORNEY'S FEES

In the event a legal action is commenced to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

12. GOVERNING LAW

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this agreement.

13. TERMINATION

This Agreement may be terminated by either party giving 90 day written notice to the other of such termination or specifying the effective date thereof. Upon the presentation of such notice, CONTRACTOR may continue to work through the date of termination. Upon termination as provided herein, CONTRACTOR shall be paid the value of work preformed up to the date of termination.

14. INDEMIFICATION

CONTRACTOR hereby agrees to, and shall hold AGENCY, its elective and appointed boards, officers, agents, and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from CONTRACTOR'S willful or negligent acts, errors or omissions. CONTRACTOR agrees to and shall defend AGENCY and its elective and appointed boards, officers, agents, and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid willful or negligent acts, errors, or omissions.

Executed at Monterey Park, California, on the day and year first written,

AGENCY	CONTRACTOR
Signature: _____	Signature: _____
Name: June Yotsuya	Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

ATTACHMENT I

Scope of Services

The Contractor agrees to fulfill the following goals and objectives, which are in the best interest of the Monterey Park Chamber of Commerce and the City of Monterey Park

A. Funding For Services

For the services rendered and products produced, the City agrees to pay the Chamber $178,000 over 5 years in a sliding scale as follows:

January 1 – December 31, 2009	$40,000
January 1 – December 31, 2010	$40,000
January 1 – December 31, 2011	$36,000
January 1 – December 31, 2012	$32,000
January 1 – December 31, 2013	$30,000

Payments will be made quarterly with the first payment of $10,000 made after the signing of the agreement and subsequent release of payments will be made base upon satisfactory performance evaluation and deliverables.

Payment schedule:

Yr/Quarter	*First*	*Second*	*Third*	*Fourth*	*Total*
2009	$10,000	$10,000	$10,000	$10,000	$40,000
2010	$10,000	$10,000	$10,000	$10,000	$40,000
2011	$9,000	$9,000	$9,000	$9,000	$36,000
2012	$8,000	$8,000	$8,000	$8,000	$32,000
2013	$7,500	$7,500	$7,500	$7,500	$30,000

B. Quarterly/Annual Evaluations and Audits:

1) The Chamber agrees to provide a quarterly report on activities completed by the Chamber for that quarter. The report shall contain quantifiable information and whenever possible and documentation such as flyers, pictures, videos, of the activities or events. The reports are due on the following dates:

	Due Date	For Quarter
First quarter report	April 15th	Jan 1—March 31
Second quarter report	July 15th	April 1 – June 30
Third quarter report	Sept 15th	July 1 – August 31
Fourth quarter report	January 15th	Sept 1 – Dec 31

2) Chamber agrees to provide an annual financial report demonstrating that the Chamber is improving its financial health by showing progressive payments to pay down the debts and increasing revenues through membership recruitment or fund raisers.

3) The Chamber agrees that the City may audit the financial records of the Chamber at any time with 24 hour notice.

4) Chamber agrees to meet with the City officials twice a year under a "Dialogue with the City" program,

C. Chamber partnership with the City:

a. The Chamber agrees to promote, advance, preserve and protect the business interests in the City,
b. The Chamber agrees to educate the businesses through workshops and seminars
c. The Chambers agrees to represent the business members in the city, county, regional, state and national levels
d. The Chamber Agrees to develop and promote programs and activities that are designed to strengthen and expand the businesses of its members and to improve the quality and quantity of the businesses in the community, and
e. The Chamber agrees to assist new businesses to set up their business within the City.

D. Chamber Staffing

1) The Chamber agrees to hire a part time Executive Director to plan and manage daily operations of the office and to effectively implement activities to achieve the goals and objectives of the Chamber.

The Executive Director to have a 4 year college degree and/or a combination of experience and education that supports the knowledge and skills required for the position. Such skills will include but not be limited to a demonstration of leadership capabilities, as well as experience with fundraising and event management.

E. Chamber Administration

1) The Chamber agrees to strive to be a strong and viable independent entity
2) The Chamber agrees to provide services to support its members and the business community.
3) The Chamber agrees to provide a viable set of procedures to process payments and receipts of funds
4) The Chamber agrees to provide financial checks and balances in order to achieve a balanced budget each year

a. Chamber Membership Drives

1) The Chamber agrees to aggressively conduct annual membership drives to increase the number of members to raise funds to fund Chamber activities.

The Chamber agrees to set as its target the following schedule for the next 5 years for increasing its membership:

1st year	12
2nd year	24
3rd year	36
4th year	36
5th year	36
Total	144

b. Chamber Networking & Business Promotional Activities

1) The Chamber agrees to organize monthly business luncheons for a total of 12 annually.
2) The Chamber agrees to organize a minimum of one mixer per calendar quarter.
3) The Chamber agrees to organize a minimum of 4 events in partnership with the City for the purpose of funding raising and/or promoting the Chamber and City of Monterey Park which could include:
    a. Organizing and hosting the annual Mayor's Breakfast
    b. Organizing and hosting the annual Top Sales Tax Producers Business Award Breakfast
    c. Organizing and hosting the Brokers Breakfast
    d. Organizing and hosting at least 4 business seminars or workshops for the benefit of the business community in the City.
    e. Working in partnership with the City and/or its Commissions to organize and host 2 cultural events honoring the ethnic diversity of the City.
    f. Producing at least 4 products to promote and market the City and its businesses locally, regionally, and globally, which could include:
        ✓ Create a Shop in Monterey Park Campaign brochure,
        ✓ Create a City map and/or Directory

c. Chamber and Member Promotional Activities

1) The Chamber agrees to set up a website to promote the Chamber, its members, and its activities.
2) The Chamber agrees to attend local business functions to promote the Chamber and its members.
3) The Chamber agrees to participate in community events to promote the Chamber and its members.

4) The Chamber agrees to proactively approach local businesses to promote it and also encourage the businesses to join the Chamber.
5) The Chamber agrees to develop an e-newsletter by 2010.

d. Chamber Member Promotional Activities

6) The Chamber agrees to set up a website to promote the Chamber, its members, and its activities.
7) The Chamber agrees to attend local business functions to promote the Chamber and its members.
8) The Chamber agrees to participate in community events to promote the Chamber and its members.
9) The Chamber agrees to proactively approach local businesses to promote it and also encourage the businesses to join the Chamber.
10) The Chamber agrees to develop an e-newsletter by 2010.

e. Benefits to Chamber Members

1) The Chamber will serve as the voice of the Monterey Park area business community
2) The Chamber will provide business education programs
3) The Chamber will provide business promotion and advertisement programs
4) The Chamber will provide employment matchmaking opportunities
5) The Chamber will provide updates on government rules and regulations relating to businesses
6) The Chamber will provide business networking opportunities
7) The Chamber will serve as a liaison between members and local, county, state, and federal governments in matters effecting businesses within Monterey Park.
8) The Chamber will provide marketing and promotion of new businesses in the City, including ground breaking ceremonies or grand opening ceremonies and articles in the Cascades Newspaper and other local publications
9) The Chamber will serve as a resource and answer business inquiries from within and outside of the City and interact with the press on behalf of local businesses.

F. Past Indebtedness

The City agrees to defer past due payments of $29,400 for rents up to and including Dec '08 rent to be paid interest free beginning 2014. A payment schedule will be negotiated between the City and the Chamber.

ATTACHMENT 2

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January 8, 2009 Chamber Report

The chamber has been operating successfully for 3 years independantly without any funding from the city. The last 2 years we have done exceptionally well,in promoting our chamber events but membership has declined. The core of all chambers is membership. The chamber can and will be able to increase chamber membership and present more events that are beneficial to its members with city funding.

The chamber needs an executive director that can have a hands on approach on a daily basis to increase membership and put on more chamber events. We need to provide value to our chamber members and a good reason for businessesss to buy the membership and use the chamber to reach its goals.

The last 2 years we have put on over 16 business to business luncheons, 2 mayors breakfasts, several mixers, business seminars the Chineses New Year Dinner and the Pre 4th of July BBQ, many new business ribbon cuttings. Chamber board members have atteneded over 100 functions related to the chamber of commerce. The chamber board members can be seen on a weekly basis at city events.

The chamber board has attended many neighboring city chamber of commerce events. The following is a list of the cities we have attended events at; Alhambra, San Gabriel, Temple City, El Monte, South El Monte, Irwindale,Montebello, City of Commerce, East Los Angeles and Licoln Heights. The board has also attended events sponsored by Hilda Solis, Mike Eng, The Gas Company, Southern California Edison and theCentral Basin Water District.

This year we are planning more chamber events. One which we hope to be a large fundraiser is a 2 day festival at El Encanto which celebrates its 80 anniversary this year. Also we would like to do a quarterly new business breakfast to welcome new businessess to the city and invite them to join the chamber. The most important goal for the chamber this year is to retain current members and go out and recruit new members. We will use different marketing programs; free lunch to our business to business luncheon for prospective members, telemarketing, emailing and the old fashion method of knocking on business doors.

The chamber needs city funding to prosper. We have spread the board of directors thin on trying to manage the chamber business. The chamber needs an executive director. We are looking onto the possibility of retaing a part time executive director from SCORE, the organization of retired executives. We are alsolooking into partnering with ELAC and CSLA for internships within the chamber to cut costs.

Monterey Park Chamber of Commerce
Profit and Loss Statements for 2007 & 2008

	FYE June 30, '08	% of Revenue	FYE June 30, '07	% of Revenue	Average Amount	Average % of Revenue
Revenue						
Memberships	20,092	36.93%	23,881	49.56%	21,987	43.25%
Certificates of Origin	10,796	19.85%	7,920	16.43%	9,358	18.14%
Special Events - net of expenses	7,219	13.27%	8,227	17.07%	7,723	15.17%
Invitation Letters	5,365	9.86%	3,332	6.91%	4,349	8.39%
Rent Income	4,647	8.54%	3,084	6.40%	3,866	7.47%
Monthly Networking Luncheons	2,366	4.35%	1,440	2.99%	1,903	3.67%
Donation	2,000	3.68%	-	0.00%	1,000	1.84%
Delegation Visit	1,600	2.94%	-	0.00%	800	1.47%
Miscellaneous Income	314	0.58%	306	0.63%	310	0.61%
Total Revenue	54,399	100.00%	48,190	100.00%	51,295	100.00%
Expenses						
Accounting	2,500	4.60%	2,550	5.29%	2,525	4.94%
Advertising	100	0.18%	50	0.10%	75	0.14%
Bank Fees	196	0.36%	-	0.00%	98	0.18%
Board Expenses	779	1.43%	328	0.68%	554	1.06%
Delegation Meeting	924	1.70%	72	0.15%	498	0.92%
Equipment Rental	3,487	6.41%	8,469	17.57%	5,978	11.99%
Gifts	102	0.19%	380	0.79%	241	0.49%
Interest Expense	527	0.97%	-	0.00%	264	0.48%
Internet Expense	720	1.32%	785	1.63%	753	1.48%
Maintenance and Repairs	640	1.18%	975	2.02%	808	1.60%
Meals and Entertainment	774	1.42%	324	0.67%	549	1.05%
Miscellaneous Expense	714	1.31%	480	1.00%	597	1.15%
Monthly Networking Luncheons	2,012	3.70%	1,751	3.63%	1,882	3.67%
Office Expense	790	1.45%	629	1.31%	710	1.38%
Office Supplies	1,287	2.37%	1,151	2.39%	1,219	2.38%
Payroll	25,718	47.28%	25,968	53.89%	25,843	50.58%
Payroll Taxes	2,531	4.65%	2,901	6.02%	2,716	5.34%
Postage	1,589	2.92%	1,527	3.17%	1,558	3.04%
Printing	-	0.00%	417	0.87%	209	0.43%
Tax and Licenses	93	0.17%	45	0.09%	69	0.13%
Telephone	2,344	4.31%	2,302	4.78%	2,323	4.54%
Workers Compensation	380	0.70%	-	0.00%	190	0.35%
Total Expenses	48,207	88.62%	51,104	106.05%	49,656	97.33%
Total Revenue over Expenses	6,192	11.38%	(2,914)	-6.05%	1,639	3.20%
Special Items						
Payroll - former Director	10,447					
Penalties	7,581					
	18,028					

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	FYE June 30, 2007			FYE June 30, 2008		
	Income	Expenses	Net	Income	Expenses	Net
Christmas Mixer	508	46	462	800	716	84
Chinese New Year	14,431	7,480	6,951	1,235	306	929
Mayors Breakfast	1,100	1,120	(20)	1,625	1,350	275
Bar-B-Que	2,146	1,476	670	12,091	6,453	5,638
	18,185	10,122	8,063	15,751	8,825	6,926

ATTACHMENT 5

Monterey Park Chamber of Commerce
Paid Membership List

	Name	Contact	Type of Bus.	Mo./Yr. Dep.	Amount Pd.	Business Membership
	Level: Residential Membership					
1	David Lau	David Lau	Resident	Jul-08	60.00	Residential Membership
2	Michael Eng	Michael Eng	Resident	Sep-08	60.00	Residential Membership
	Level: Non-Profit Organization					
1	Alhambra Educational Foundation	Edward Aguirre	Non-Profit Organization	Feb-08	100.00	Non-Profit Organization
2	AMA Learning Center, Inc.	Gallant Thein	Learning Center	Feb-08	100.00	Non-Profit Organization
3	Asian American Economic Development Enterprise	Norman Lee	Non-Profit Organization	Jan-08	100.00	Non-Profit Organization
4	Chinatown Service Center	Joyce Chang	Non-Profit Organization	Jun-08	100.00	Non-Profit Organization
5	Chinese Evangelical Free Church	Abrey Chan	Church	Sep-08	100.00	Non-Profit Organization
6	City of Monterey Park	June Yotsuya	City Government	Mar-08	100.00	Non-Profit Organization
7	Dolores Frances Inc.	Gloria Farias	Housing Authority	Jul-08	100.00	Non-Profit Organization
8	East Los Angeles College	Robert Isomoto	College	Aug-08	100.00	Non-Profit Organization
9	L.A. Chinatown Inter. Lions Club	Ronald Lee	Non-Profit Organization	Sep-08	100.00	Non-Profit Organization
10	L.A. Pan American Optimist Club, Inc.	Pat Padilla	Non-Profit Organization	Jan-08	100.00	Non-Profit Organization
11	LAMP Optimist Club	Joseph Leon	Non-Profit Organization	Feb-08	100.00	Non-Profit Organization
12	LAUSD Bus Drivers Union	Patricia Morales	Employee Union	May-08	100.00	Non-Profit Organization
13	League of Women Voters (Pasadena area)	Sondra Hauge	Non-Profit Organization	Jul-08	100.00	Non-Profit Organization
14	Luckman Fine Arts Complex	Melissa Callahan	Cal State L.A. Theater	Nov-08	100.00	Non-Profit Organization
15	MERCI	Marta Escanuelas	Non-Profit Organization	Mar-08	100.00	Non-Profit Organization
16	Montebello Unified School District	Unknown	School District	Jun-08	100.00	Non-Profit Organization
17	Monterey Park General Employees	Chris Reyes	Employee Union	Jan-08	100.00	Non-Profit Organization
18	Monterey Park Lions Club	Rev. Sheldon Hess	Non-Profit Organization	Aug-08	100.00	Non-Profit Organization
19	Monterey Park Mid-Management Assoc.	Elias Saykalie	Non-Profit Organization	Jul-08	100.00	Non-Profit Organization
20	Monterey Park/Rosemead Soroptimist	Beatrice Rexius	Non-Profit Organization	Jun-08	100.00	Non-Profit Organization
21	Monterey Views HOA	Michail Fukatsu/ Tania Ortiz	Non-Profit Organization	Feb-08	100.00	Non-Profit Organization
22	Prajna Buddhist Mission	Cindy Kuo	Church	Jul-08	100.00	Non-Profit Organization
23	Rebuilding Together	Tim Cho	Non-Profit Organization	Oct-08	100.00	Non-Profit Organization
24	West S.G. Valley Consortium	Mark Lopez	Non-Profit Organization	Aug-08	100.00	Non-Profit Organization
25	YMCA of West San Gabriel Valley	Valarie Gomez	Non-Profit Organization	Apr-08	100.00	Non-Profit Organization
	Level: Home Business					
1	Barron Communications	David Barron	Newspaper	Mar-08	100.00	Home Business
2	Everyday Products	William Wheeler	Retail Products, Internet	Mar-08	100.00	Home Business
3	Fred Sornoso, CPA	Fred Sornoso	Accounting	Apr-08	100.00	Home Business
4	Real Estate Winners.com	Robert Sharpe	Real Estate Investing	Apr-08	100.00	Home Business
5	Capricorn Enterprises	Virginia Greene	Retail Products, Internet	Sep-08	100.00	Non-Profit Organization
	Level: Business up to 10 Employees					
1	A Star Design & Printing	Juliana Chen	Design & Printing	Feb-08	125.00	Business up to 10 Employees

2	Agape Catering	Timothy Mestas	Catering	Jul-08	125.00	Business up to 10 Employees
3	Alliance Logistics, Inc.	Francis Liang	Freight Forwarding	May-08	125.00	Business up to 10 Employees
4	Apple One	Dorian Perez-Hennerty	Job Recruitment	Apr-08	125.00	Business up to 10 Employees
5	ASM China Corp.	Ying Liang	Business Counseling	Oct-08	125.00	Business up to 10 Employees
6	AT&T	Dana Cop	Telephone Company	May-08	125.00	Business up to 10 Employees
7	Atlantic Spa	Michael Wong	Spa	Jul-08	125.00	Business up to 10 Employees
8	Baxco Pharmaceutical, Inc.	Dennis Wong	Pharmaceutical Products	Jul-08	125.00	Business up to 10 Employees
9	Beacon Property Mgt., Inc.	Justin Hsu	Property Management	Apr-08	125.00	Business up to 10 Employees
10	Bill Gorman & Associates, Inc.	Richard Gorman	Financial Planning	Aug-08	125.00	Business up to 10 Employees
11	BJ Party Supplies	Ramon Barreto	Party Supplies	Apr-08	125.00	Business up to 10 Employees
12	BL Construction Co., Inc.	Benjamin Lowe	Construction	Jul-08	125.00	Business up to 10 Employees
13	C W Development, LLC	Mark Chow	Property Management	Jun-08	125.00	Business up to 10 Employees
14	Catering by Herach & Ara	Ara Balayan	Catering	Nov-08	125.00	Business up to 10 Employees
15	Cellular X, Inc. dba Premiere Mobile	Roger Lo	Cellular Phones	Feb-08	125.00	Business up to 10 Employees
16	Chang Eye Clinic	Lung Chang	Eye Clinic	Jul-08	125.00	Business up to 10 Employees
17	China Interocean Transport Inc.	Frank Zhang	Transport	Nov-08	125.00	Business up to 10 Employees
18	Chong Hing Jeweler's	Ronald Lee	Jeweler	Apr-08	125.00	Business up to 10 Employees
19	Citibank, Monterey Park	Sam Lee	Banking	Apr-08	125.00	Business up to 10 Employees
20	Comfort Inn	Nat Patel	Hotel	Oct-08	125.00	Business up to 10 Employees
21	Com-On Inn	Shen Lin	Hotel	May-08	125.00	Business up to 10 Employees
22	Curves/Garfield	Cecelia Holling	Fitness Center	Aug-08	125.00	Business up to 10 Employees
23	Dennis Lin, O.D., Inc.	Dennis Lin	Optometrist	May-08	125.00	Business up to 10 Employees
24	Earthlink Cargo and Customs Service	Peter Pango	International Shipping	Mar-08	125.00	Business up to 10 Employees
25	Far East National Bank	Eva Ngo	Banking	Apr-08	125.00	Business up to 10 Employees
26	First Equity	Jason Chung	Equity Group	Apr-08	125.00	Business up to 10 Employees
27	Freeway Towing, Inc.	Nabih Haddad	Towing Service	Sep-08	125.00	Business up to 10 Employees
28	Garfield Hemodialysis Facility	Winifred Cheung	Hemodialysis	Oct-08	125.00	Business up to 10 Employees
29	Garfield Inn	Ding Fei Fang	Hotel	Aug-08	125.00	Business up to 10 Employees
30	Garvey Launderland	Song Park	Laundromat	Aug-08	125.00	Business up to 10 Employees
31	Grubb & Ellis Company	Jim Wynne	Commercial Real Estate	Feb-08	125.00	Business up to 10 Employees
32	Holmes Chiropractic	Charina Holmes	Chiropractor	May-08	125.00	Business up to 10 Employees
33	Inter-Orient Corporation	Hanna Tiet	Import, Export	Apr-08	125.00	Business up to 10 Employees
34	J.C. Computers	Jeff La	Computer Repairs	Apr-08	125.00	Business up to 10 Employees
35	Johnny Thompson Music Store	Johnny Thompson	Music store	Jul-08	125.00	Business up to 10 Employees
36	Kam Sang Company	Ronnie Lam	Real Estate	Nov-08	125.00	Business up to 10 Employees
37	Ko Co Collection	Stephen Lam	Clothing	Feb-08	125.00	Business up to 10 Employees
38	Kristens Kidz Family Child Care	Alicia Martinez	Child Care	Jun-08	125.00	Business up to 10 Employees
39	Lincoln Tours	Doris Dujuan Xan	Travel Agency	Apr-08	125.00	Business up to 10 Employees
40	Lucky Freight, Inc.	Rocky Shen	Import, Export	Mar-08	125.00	Business up to 10 Employees
41	Mar's Investments	Kim Mar	Investments	Jul-08	125.00	Business up to 10 Employees
42	Mascot Tour	Yin Hua Zhu	Travel Agency	Jul-08	125.00	Business up to 10 Employees
43	Metro Home Health Care Equipment	Denzil Ratnasoma	Health Care Equipment	Nov-08	125.00	Business up to 10 Employees
44	Monterey Park Empress Harbour Restaurant	Jimmy Chiu	Restaurant	Feb-08	125.00	Business up to 10 Employees
45	Mr. Rooter Plumbing	Joe Diaz	Plumbing	Sep-08	125.00	Business up to 10 Employees
46	Nationwide Forwarding Inc.	Kuo-Kuang Yu	Freight Forwarding	Aug-08	125.00	Business up to 10 Employees
47	Navarro's Towing	Eddie Navarro	Towing Service	Feb-08	125.00	Business up to 10 Employees
48	New Hui Fang Enterprise Co., Inc.	Sam Wang	Wholesale Import	Feb-08	125.00	Business up to 10 Employees
49	Oceanland Service Inc.	John Judabong	Freight Forwarding	Jul-08	125.00	Business up to 10 Employees
50	Oriental Xpress, Inc.	Sheng Xe	Transport	Apr-08	125.00	Business up to 10 Employees

51	Pinkus Enterprises	Douglas Pinkus	Security	Oct-08	125.00	Business up to 10 Employees
52	Quality Insurance Services, Inc.	Roy Iwami	Insurance	May-08	125.00	Business up to 10 Employees
53	R.M. Body Shop	Raul Meza	Auto body Shop	Aug-08	125.00	Business up to 10 Employees
54	Rick Gomez AICP, Inc.	Rick Gomez	Certified Planner	Nov-08	125.00	Business up to 10 Employees
55	Roquemore, Pringle & Moore, Inc.	Sharon Wu	Attorneys	Aug-08	125.00	Business up to 10 Employees
56	Rose Hills	Mishelle Lin	Funeral Home, Cemetery	Mar-08	125.00	Business up to 10 Employees
57	S. & L. Wireless	Stephanie Li	Cellular Phones	Feb-08	125.00	Business up to 10 Employees
58	Safcol USA Inc.	Frances Bong	Import, Export	May-08	125.00	Business up to 10 Employees
59	San Gabriel Valley Newspaper Group	Randy Heltsley	Newspaper	Oct-08	125.00	Business up to 10 Employees
60	Secure Insurance and Retirement Planner	Yen Tham	Insurance & Retirement Planning	Sep-08	125.00	Business up to 10 Employees
61	Shakey's Pizza Parlor	Felipe Laros	Restaurant	Jul-08	125.00	Business up to 10 Employees
62	Smart Personnel Services	Sharon Martinez	Job Recruitment	Feb-08	125.00	Business up to 10 Employees
63	Superior Jali Int'l	Lily Zhang	Import, Export	Jul-08	125.00	Business up to 10 Employees
64	Supreme Trophies and Gifts	Edward Lee	Trophies and Gifts	Sep-08	125.00	Business up to 10 Employees
65	T & A Tea, Inc.	Tony Chen	Tea Sales	Apr-08	125.00	Business up to 10 Employees
66	Terramar Retail Center	Krista Lesa	Retail Center	Apr-08	125.00	Business up to 10 Employees
67	The Print Spot	Robert Lee	Printing	Dec-08	125.00	Business up to 10 Employees
68	Trinity Network	Lance Reichenberger	Computer Repairs & Maintenance	Apr-08	125.00	Business up to 10 Employees
69	U.S. China Travel Service, Inc.	Sam Dong	Travel Agency	Sep-08	125.00	Business up to 10 Employees
70	United Asian Foods Co.	Steven Chan	Asian Foods	Aug-08	125.00	Business up to 10 Employees
71	Veterinary Healthcare Center	David Beltran	Veterinarian	Nov-08	125.00	Business up to 10 Employees
72	Vinpac Container Line L.A., Inc.	Danny Hui	Transport	Apr-08	125.00	Business up to 10 Employees
73	W.H.P.M., Inc.	Mitch Su	Medical Supplies	Apr-08	125.00	Business up to 10 Employees
74	West S.G. Valley Assoc. of Realtors	Barbara Yelinek	Realtors	Jul-08	125.00	Business up to 10 Employees

Level: Business with 11 to 20 Employees

1	Ajilon Professional Staffing	Daniel Kim	Job Recruitment	Mar-08	200.00	Business with 11 to 20 Employees
2	Athens Service	Darlene Reynosa	Waste Disposal	Aug-08	200.00	Business with 11 to 20 Employees
3	Best Western - Markland	Cong Du	Hotel	May-08	200.00	Business with 11 to 20 Employees
4	California Driving School	Carl Beatty	Driving School	Sep-08	200.00	Business with 11 to 20 Employees
5	Career Partners	Martha Cerda	Job Recruitment	Sep-08	200.00	Business with 11 to 20 Employees
6	Golden Security Bank	William Guleserian	Banking	Nov-08	200.00	Business with 11 to 20 Employees
7	Holiday Inn Express, Rosemead	Polly Tse	Hotel	Jan-08	200.00	Business with 11 to 20 Employees
8	Merchants Building Maintenance	Krista Haas	Building Maintenance	Jul-08	200.00	Business with 11 to 20 Employees
9	Pacific Alliance Bank	Robert Oehler	Banking	Feb-08	200.00	Business with 11 to 20 Employees
10	San Gabriel Valley Muni Water District	Darin Kasamoto	Water District	Jul-08	200.00	Business with 11 to 20 Employees
11	Silver Star Service	Robert Wong	Automotive Repair	Jul-08	200.00	Business with 11 to 20 Employees
12	The Hat	Celena Larios	Restaurant	Jul-08	200.00	Business with 11 to 20 Employees

Level: Business with 21 to 30 Employees

1	Brown, Winfield, Canzoneri	Anthony Canzoneri	Attorneys	Nov-08	250.00	Business with 21 to 30 Employees
2	Cathay Bank	Maggie Lee	Banking	Jul-08	250.00	Business with 21 to 30 Employees
3	East West Bank	Betty Yun	Banking	Jul-08	250.00	Business with 21 to 30 Employees
4	Healthcare Partners Medical Group	Doreise Oliver	Health Services	Aug-08	250.00	Business with 21 to 30 Employees
5	L.C. Miller Co.	Dave Vito	Electronics	Jul-08	250.00	Business with 21 to 30 Employees
6	Marking Methods, Inc.	Shelly Bennett	Manufacturers Import, Export	Jan-08	250.00	Business with 21 to 30 Employees
7	Monterey Hill Steakhouse	Noel Decker	Restaurant	May-08	250.00	Business with 21 to 30 Employees

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8	United Commercial Bank	Larry Ma	Banking	Dec-08	250.00	Business with 21 to 30 Employees
9	Wells Fargo Bank	Henry Chung	Banking	Feb-08	250.00	Business with 21 to 30 Employees
	Level: Business with 31 to 100 Employees					
1	Bank of America - Garvey	Charlene Tran	Banking	Oct-08	300.00	Business with 31 to 100 Employees
2	E1 Financial Credit Union	Dennis Gutierrez	Credit Union	Jul-08	300.00	Business with 31 to 100 Employees
	Level: Business with 101 to 200 Employees					
1	Hilton Hotel, San Gabriel	Eliza Tsui	Hotel	Apr-08	450.00	Business with 101 to 200 Employees
2	Southern California Edison	Marissa Castro	Utility Company	Jun-08	450.00	Business with 101 to 200 Employees
3	The Gas Company	Helen Romero Shaw	Utility Company	Apr-08	450.00	Business with 101 to 200 Employees
	Level: Business with 400+ Employees					
1	Alta Med Health Services, Inc.	Melissa Gutierrez	Health Services	Dec-08	800.00	Business with 400+ Employees

Totals:

Level: Residential Membership	2 members	$60.00 ea.	120.00
Level: Non-Profit Organization	25 members	$100.00 ea.	2,500.00
Level: Home Business	5 members	$100.00 ea.	500.00
Level: Business up to 10 Employees	74 members	$125.00 ea.	9,250.00
Level: Business with 11 to 20 Employees	12 members	$200.00 ea.	2,400.00
Level: Business with 21 to 30 Employees	9 members	$250.00 ea.	2,250.00
Level: Business with 31 to 100 Employees	2 members	$300.00 ea.	600.00
Level: Business with 101 to 200 Employees	3 members	$450.00 ea.	1,350.00
Level: Business with 400+ Employees	1 members	$800.00 ea.	800.00
	133		19,770.00

Monterey Park Chamber of Commerce

Proposal

Prepared for:

City Council
City of Monterey Park

Prepared by:

Board of Directors
Monterey Park Chamber of Commerce

December 5, 2008

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I. Executive Summary

The Monterey Park Chamber of Commerce was founded in 1937. We are in our 71st year of operation. After 3 years of inactivity, the Chamber now has a full Board of Directors consisting of new and motivated directors who are committed to re-launch the Monterey Park Chamber of Commerce.

The Chamber is interested in partnering with the City of Monterey Park to create a vibrant economy that will benefit the City in terms of business attraction, retention and expansion. The Chamber sees its role as a City's partner to carry out programs and activities that support and encourage businesses to come and conduct business in the City.

The Chamber submits this proposal for the partnership. It provides background information of the Chamber, its goals and objectives, as well as the activities the Chamber envision doing for the coming years.

II. Background Information

A. Mission

It is the mission of the Chamber to assist its members to create a favorable business environment through cooperative and collective efforts.

B. Goals and Objectives

a. Chamber Administration

1) To be a strong and viable independent entity providing services to support the members.
2) To be financially astute and to balance the budget each year
3) To set up procedures for payments and receipts of funds for check and balance purposes

b. Chamber Members

1) To be the voice of the Monterey Park area business community
2) Provide business education programs
3) Provide business promotion and advertisement programs
4) Provide employment matchmaking opportunities
5) Updates on government rules and regulations relating to businesses
6) Provide business networking opportunities
7) Acts as liaison between members and local, county, state, and federal governments

C. Action Plan

It is the Chamber's intention to become a strong and viable Chamber in 5 years' time. From now till 2013, the Chamber is committed to building that strong Chamber. The following are activities whose results will contribute to achieving its goals and objectives.

a. Staffing

1) The Chamber will hire a part time Executive Director to plan and manage daily operations of the office and to effectively implement activities to achieve the goals and objectives of the Chamber.

   We anticipate the Executive Director to have a college degree and/or a combination of experience and education that supports the knowledge and skills required. Demonstration of leadership capabilities as well as fundraising and event management experience are preferred.

2) The Chamber will continue to use the services of the clerk as budget permits.

b. Membership Drive

1) The Chamber will conduct an aggressive membership drive to increase the number of members thereby allowing a significant participation from members as well as to raise funds to fund the Chamber activities.

   The Chamber is targeting at increasing its membership every year for the next 5 years using the following schedule:

1st year	12
2nd year	24
3rd year	36
4th year	36
5th year	36
Total	144

c. Networking & Business Promotion Activities

1) The Chamber will organize monthly business luncheons for a total of 12 annually.
2) The Chamber will organize at least a mixer a quarter.
3) The Chamber will organize at least 4 events in partnership with the City.

d. Chamber and Member Promotion Activities

1) The Chamber will set up a website to promote the Chamber, its members, and its activities.
2) The Chamber will attend business functions to promote the Chamber and its members.
3) The Chamber will participate in events to promote the Chamber and its members.
4) The Chamber will proactively approach local businesses to promote itself and also encourage the businesses to join the Chamber.
5) The Chamber will develop an e-newsletter by 2010.

III. Partnership with the City of Monterey Park

1) The Chamber strives to carry out collective and collaborative work with the City of Monterey Park by working with its Economic Development Department.
2) The Chamber, in partnership with the City, will fulfill the following objectives:

i) Promote, advance, preserve and protect the business interests in the City,
ii) Educate the businesses through workshops and seminars
iii) Represent the business members in the city, county, regional, state and national levels
iv) Develop and promote programs and activities that are designed to strengthen and expand the businesses of its members and to improve the quality and quantity of the businesses in the community, and
v) Assist new businesses to set up their business in the City.

IV. Partnership Model

The City of Monterey Park will compensate the Chamber for carrying out activities that meet the above objectives. The partnership is a 5 year agreement and is subject to annual performance evaluations for continuation of the agreement. The Chamber agrees to provide services and produce events or products as listed in Attachment 2 under "Scope of Work."

V. Terms of Agreement

This partnership shall take effect January 1, 2009 and shall continue through December 31, 2013. The partnership may be extended or terminated depending on the performance evaluation.

VI. Compensation

A. Current Compensation

For the services rendered and products produced, the City will pay the Chamber $178,000 over 5 years in a sliding scale as follows:

January 1 – December 31, 2009	$40,000
January 1 – December 31, 2010	$40,000
January 1 – December 31, 2011	$36,000
January 1 – December 31, 2012	$32,000
January 1 – December 31, 2013	$30,000

Payments will be made quarterly with the first payment of $10,000 made after the signing of the agreement and subsequent release of payments will be made base upon satisfactory performance evaluation and deliverables. Suggested payment schedule is as follows:

Quarter/Yr	2009	2010	2011	2012	2013
First	$10,000	$10,000	$9,000	$8,000	$7,500
Second	$10,000	$10,000	$9,000	$8,000	$7,500
Third	$10,000	$10,000	$9,000	$8,000	$7,500
Fourth	$10,000	$10,000	$9,000	$8,000	$7,500
Total	$40,000	$40,000	$36,000	$32,000	$30,000

B. Past Indebtedness

The City shall defer payments of past due rents of the sum of $29,400 (up to and including Dec '08 rent) to be paid interest free beginning 2014. Payment schedule may be negotiated between the City and the Chamber.

VII. Independent Consultant

The Chamber is and shall at all times remain as a wholly independent entity. Neither City nor any of its agents or employees shall have control over the conduct of the Chamber except as set forth in this partnership agreement. The Chamber shall not, at any time or manner, represent that it or any of its agents or employees are agents or employees of the City.

VIII. Performance Evaluations and Deliverables

The Chamber will be evaluated on:

1) A quarterly report on activities listed in Attachment 2 under "Scope of Work" completed by the Chamber for that quarter. The report shall contain quantifiable information whenever possible and documentation such as flyers, pictures, videos, of the activities or events. The reports are due on the following dates:

	Due Date	For Quarter
First quarter report	April 15, 2009 – 2013	Jan 1—March 31
Second quarter report	July 15, 2009 – 2013	April 1 – June 30
Third quarter report	Sept 15, 2009 – 2013	July 1 – August 31
Fourth quarter report	January 15, 2009 – 2013	Sept 1 – Dec 31

2) The Chamber is in compliance with all federal, state, county, and local laws and regulations.
3) Provide an annual financial report to show that the Chamber is improving its financial health. Elements to be looked at included but not limited to showing progressive payments to pay down the debts, increase in revenues through membership recruitment, etc.

IX. Compliance with the Laws

The Chamber shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments in performing these services.

X. Attachments

Attachment 1

Scope of Work

1) Organize and host the annual Mayor's Breakfast
2) Organize and host the annual Top Sales Tax Producers Business Award Breakfast
3) Organize and host the Brokers Breakfast
4) Meet with the City officials twice a year under the "Dialogue with the City" program
5) Organize and host at least 4 business seminars or workshops for the benefit of the business community in the City.
6) Work in partnership with the City and/or its commissions to organize and host 2 cultural events honoring the ethnic diversity of the City.
7) Produce at least 4 products to promote and market the City and its businesses locally, regionally, and globally. An example is the setting up of a Chamber website, Shop in Monterey Park Campaign brochure, City map, participate in a trade expo, ICSC San Diego, CALED activities, LAEDC activities, etc.
8) Provide marketing and promotion of new businesses in the City. For example, have ground breaking ceremonies or grand opening ceremonies and have the press present to advertise the businesses.
9) To be a resource and answer business inquiries from out and within the City.

Attachment 2

Time Line

January	Lunar New Year Gala B2B Luncheon
February	Mayor's "State of the City" Breakfast B2B Luncheon
March	Launch Chamber Website ('09) Business Workshop #1 B2B Luncheon Mixer
April	Business Workshop #2 B2B Luncheon
May	Presentation to City Council #1 B2B Luncheon
June	Shop in Monterey Park Campaign Business Workshop #3 B2B Luncheon
July	4th of July Celebrations B2B Luncheon Mixer
August	Business Workshop #4 B2B Luncheon
September	ICSC San Diego (To be confirmed) B2B Luncheon Mixer
October	Top Sales Tax Producers Award Breakfast B2B Luncheon
November	Presentation to City Council #2 B2B Luncheon
December	Brokers Update Breakfast B2B Luncheon Mixer

Attachment 3

Management Team

A. Proposal/Project Management Team

Ronald Lee	President of Board of Directors Phone: 626-429-6088
Richard Gorman	Vice-President of Board of Directors Phone: 323-899-8987
Fred Sornoso	Treasure/ Accountant of Board of Directors Phone: 626-826-0949
Daniel Kim	Board of Directors Email: xsirdanx@yahoo.co Phone: 951-310-7363

B. Chamber Staff:

[Vacant]	Executive Director Phone: 626-570-9434
Lily Frutos	Administrator Phone: 626-570-9434
Yoshiko Kamino	Administrator Phone: 626-570-9434

EXHIBIT C

Staff Report City of Monterey Park

DATE: June 2, 2010

TO: DONALD F. MCINTYRE, INTERIM CITY MANAGER

FROM: BRIAN DOWLING, REDEVELOPMENT PROJECT MANAGER BD

SUBJECT: MONTEREY PARK CHAMBER OF COMMERCE - CONSIDERATION OF AGREEMENT RENEWAL FOR FINANCIAL SUPPORT

BACKGROUND:

In 2009 the City Council entered into an Agreement with the Monterey Park Chamber of Commerce for financial support as a subsidy towards business related services to help the chamber establish itself. The Agreement offers a subsidy which is reduced annually for five (5) years down to zero. The goal of the subsidy is to provide assistance to the Chamber while they grow stronger, becomes self supporting and eventually are able to provide business services without the need for a subsidy.

The Chamber's Agreement is on an annual renewal basis and may be extended up to four additional one-year extensions by mutual agreement in writing by both parties. The Agreement expired in February 2010 and upon receipt of the Chamber's Annual Report, staff is presenting consideration of renewal to the City Council.

The Chamber's contract is being presented late due to the illness of their financial officer, and city staff's request for clarification of future goals.

DISCUSSION:

In 2009, the Chamber received $40,000 subsidy and is requesting the next level of subsidy in the amount of $40,000 for 2010.

Chamber Financial Assistance

Month	Year	First Qtr	Second Qtr	Third Qtr	Fourth Qtr	Total
January - June	2009	$ 10,000.00	$ 10,000.00			$ 20,000.00
July - December				$ 10,000.00	$ 10,000.00	$ 20,000.00
					Paid to Date	**$ 40,000.00**

Contract Renewal

January - June	2010	$ 10,000.00	$ 10,000.00			$ 20,000.00
July - December				$ 10,000.00	$ 10,000.00	$ 20,000.00
					Renewal Amt:	$ 40,000.00

January - June	2011	$ 9,000.00	$ 9,000.00			$ 18,000.00
July - December				$ 9,000.00	$ 9,000.00	$ 18,000.00
						$ 36,000.00

January - June	2012	$ 8,000.00	$ 8,000.00			$ 16,000.00
July - December				$ 8,000.00	$ 8,000.00	$ 16,000.00
						$ 32,000.00

January - June	2013	$ 7,500.00	$ 7,500.00			$ 15,000.00
July - December				$ 7,500.00	$ 7,500.00	$ 15,000.00
						$ 30,000.00

$ 178,000.00

The Chamber has provided Quarterly Reports during the last year on activities completed; activities that promote the business interest of the City locally and regionally, educate businesses through workshops and seminars, strengthen member businesses, and assist new businesses with start-up. In addition, the contract calls for the Chamber to hire a permanent part-time Executive Director to manage daily operations and implement activities to reach the goals outlined in their contract.

The Chamber's contract specifies production of activities such as the Mayor's Breakfast, Top Sales Tax Producers Business Award Breakfast, the Broker's Breakfast, host two cultural events, market the City, provide articles regarding local businesses to the Cascades newspaper, and increase membership.

The Chamber of Commerce provided their Annual Report for staff's review. The Chamber has met a significant number of their goals such as the Breakfasts, increasing membership, support of new business, attendance at community events, developing a website, and providing networking opportunities for business. Yet to be accomplished is the launching of a dynamic website, development of an e-newsletter, creation of a "Shop in Monterey Park" campaign brochure, and creation of a map or directory.

Economic Development staff reviewed the Quarterly Reports and 2009 Annual Report, and recommends the Chamber continue with the success they've experience in the aforementioned areas and move forward with other contract goals such as, hire a permanent part-time Executive Director, expand regional exposure, provide members information on legislative bills

affecting businesses, bring regional interest to attend workshops and networking opportunities, launch a dynamic website with the ability to promote members via a directory and/or advertisement, and create the e-newsletter.

By providing regional exposure and a dynamic website the Chamber of Monterey Park will improve exposure of local businesses and provide additional assistance to their membership with the possibility of expanding membership. The Chamber's goal is to become strong, dynamic and self supporting.

The Monterey Park Chamber of Commerce is requesting the renewal of the Agreement for the year 2010 with a continuation of a subsidy in the amount of $40,000.

FUNDING SOURCE:
Community Redevelopment Agency Funds

For January 2010 - December 2010 Only
Budget: 2010 = $40,000

RECOMMENDATION:
City Council considers:

1. Renewal of the Agreement with the Chamber of Commerce and their request for funding in the amount of $40,000 for services and products for 2010.

2. Authorize Executive Director of the Redevelopment Agency to enter into an Agreement for the renewal of the 2010 Agreement between the Monterey Park Redevelopment Agency and the Monterey Park Chamber of Commerce.

By: _____
Brian Dowling
Redevelopment Project Manager
Economic Development Dept.

Approved: _____
Donald F. McIntyre
Interim City Manager
Interim Deputy Director of the
Redevelopment Agency

Approved as to form:

Signature: _____ Date: _____
By: Mark Hensley
Title: City Attorney

Attachments: 1) 2009 Chamber Annual Report
2) 2010 Agreement

Sr864

AGREEMENT BETWEEN THE MONTEREY PARK REDEVELOPMENT AGENCY AND THE MONTEREY PARK CHAMBER OF COMMERCE

This AGREEMENT BETWEEN THE MONTEREY PARK REDEVELOPMENT AGENCY AND THE MONTEREY PARK CHAMBER OF COMMERCE ("**Agreement**") is made and entered into as of the 1st day of January 2010 by and between the MONTEREY PARK REDEVELOPMENT AGENCY, a municipal corporation ("**AGENCY**"), and the MONTEREY PARK CHAMBER OF COMMERCE, a non-profit organization ("**CHAMBER**"). The parties to this Agreement are hereinafter sometimes collectively referred to as the "**Parties**."

RECITALS

WHEREAS, the CHAMBER was founded in 1937 and has provided service to the business community since its formation; and

WHEREAS, the CHAMBER is interested in partnering again with the City of Monterey Park (the "City"), after 3 years of inactivity, the Chamber now has a full Board of Directors consisting of new and motivated directors who are committed to re-launching the Chamber; and

WHEREAS, the CHAMBER desires to create a vibrant local economy that will benefit the City in terms of business attraction, retention and expansion; and

WHEREAS, the CHAMBER sees its role as being the City's partner in carrying out programs and activities to support and encourage businesses to conduct their activities within the City; and

WHEREAS, the AGENCY desires to have a strong and effective CHAMBER and has now authorized financial support; and

WHEREAS, the AGENCY and CHAMBER now desire to formally document the terms and conditions of a one-year agreement, with three one year options, whereby CHAMBER shall provide certain services to support and encourage businesses to conduct their activities within and for the benefits of the City.

NOW, THEREFORE, in consideration of the performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

1. SERVICES PROVIDED BY CHAMBER TO AGENCY

a. CHAMBER agrees to re-establish and operate a chamber of commerce in the City of Monterey Park as set forth in Attachment 1 (hereinafter "SERVICES").

b. CHAMBER shall provide SERVICES to the AGENCY'S satisfaction, and shall take all steps which are necessary and appropriate for the performance of said SERVICES and this Agreement. Satisfaction of the AGENCY shall be determined in its sole, absolute, and unfettered discretion.

c. The CHAMBER shall perform the SERVICES in accordance with the following, each of which are attached hereto and are true and correct copies:

i. Attachment 1 - the Scope of Services

d. In case of conflict, this Agreement shall take precedence, followed by the Scope of Work (Attachment 1)

2. RESPONSIBILITIES OF CHAMBER

a. The CHAMBER shall perform and carry out the SERVICES, including specifically the duties and obligations set forth in Attachment 1.

b. CHAMBER represents that it employs or will employ at its own expense, all personnel necessary for the satisfactory performance of SERVICES in accordance with this Agreement. If additional personnel are needed above and beyond what CHAMBER projects to meet AGENCY specifications, any costs incurred thereby shall be borne solely by CHAMBER.

c. CHAMBER represents that the tasks and services required herein will be performed by the CHAMBER, or personnel under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

d. CHAMBER shall work closely with the AGENCY's liaison representative, as specified in Section 3(b), who shall, on a continuous basis, review and approve CHAMBER's work.

e. CHAMBER designates as its representative for supervision of the tasks and services required by this Agreement, the following: Mr. Daniel Kim, Interim Director. Said representative shall not be replaced by the CHAMBER without prior written notice to the AGENCY.

f. CHAMBER shall comply with all applicable Federal, State, and local laws, ordinances and regulations.

g. CHAMBER shall make no change in the character or extent of the work required by this Agreement, except as may be authorized in writing by the AGENCY.

h. AGENCY has agreed to defer past due payments of $29,400 for rents up to and including December 2008 with rent to be paid interest free beginning 2014. Payments by CHAMBER shall be made as follows:

Month/Year	Amount/month	Total
Jan – Dec, 2014	$500	$6,000
Jan – Dec, 2015	$500	$6,000
Jan – Dec, 2016	$500	$6,000
Jan – Dec, 2017	$500	$6,000
Jan – Oct, 2018	$500	$5,000
Nov, 2018	$400	400

3. RESPONSIBILITIES OF AGENCY

a. AGENCY shall cooperate with CHAMBER in carrying out the work of the Agreement without undue delay.

b. AGENCY designates as its representative for supervision of the tasks and services required by this Agreement, the following: Donna Ramirez, Economic Development.

4. TERM OF AGREEMENT AND EXTENSION

a. The Agreement shall commence on January 1, 2010, and shall terminate on December 31, 2010 ("**Term**") provided, however, that the provisions of Section 2, Subsection (i) shall continue for the period set forth therein.

b. The Term may be extended up to three (3) additional one year extensions provided there is mutual agreement in writing by and between both Parties. This provision shall not be deemed or interpreted in any way to be an evergreen provision.

c. The provisions of this Article 4 shall be subject to the termination provisions set forth in Article 6.

5. FINANCIAL SUBSIDY

a. AGENCY agrees to subsidize the CHAMBER in an amount up to forty thousand dollars ($40,000) for the Term of the Agreement ("**Subsidy**").

b. Payment of the Subsidy shall be made quarterly in installments of ten thousand dollars ($10,000) each. The first payment shall be made by AGENCY after execution of this Agreement. For the three remaining installments, CHAMBER shall submit quarterly invoices for payment in accordance with the scope of services identified in Attachment 1. These payments shall be made for tasks or services, which are completed to the satisfaction of AGENCY.

c. If the Term is extended, the amount of Subsidy for each annual extension shall be as follows:

Yr/Quarter	*First*	*Second*	*Third*	*Fourth*	*Total*	
2009	$10,000	$10,000	$10,000	$10,000	$40,000	*Paid*
2010	$10,000	$10,000	$10,000	$10,000	$40,000	
2011	$9,000	$9,000	$9,000	$9,000	$36,000	
2012	$8,000	$8,000	$8,000	$8,000	$32,000	
2013	$7,500	$7,500	$7,500	$7,500	$30,000	

6. ANNUAL REPORTS

a. Annual reports are due within 15 days of the end of each quarter of March, June, September, and December 2010. (See Scope of Services)

7. TERMINATION OR SUSPENSION OF AGREEMENT

a. This Agreement may be terminated in its entirety:

i. By mutual consent of both parties in writing; and/or

ii. By either Party with ninety (90) days advance written notice to the other Party without cause: provided, however, that CHAMBER may not terminate the obligations of Section 2, Subsection (i) without the prior consent of AGENCY which may be withheld in the Agency's sole discretion.

b. In the event of termination of this Agreement by AGENCY, CHAMBER may continue to work through the date of termination. Upon termination as provided herein, AGENCY shall pay CHAMBER for the reasonable value of the services provided up to the time of such termination. Upon receiving a notice of termination, CHAMBER shall exercise all reasonable controls to terminate all activity and mitigate further costs to the AGENCY.

i. AGENCY shall prorate all payment items provided in this Agreement to represent the amount of work completed as of the termination date.

ii. CHAMBER shall keep adequate records to substantiate the cost claimed and shall provide copies of original time cards.

iii. Prior to receiving the pro rata payments upon discontinuation, suspension or termination, CHAMBER shall deliver all data or other materials requested by AGENCY to AGENCY.

8. INSURANCE

a. Chamber, at Chamber's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

i. Workers Compensation Coverage. CHAMBER shall maintain workers compensation insurance and employer's liability insurance for its employees in accordance with the laws of the State of California. In addition, CHAMBER shall require each subcontractor to similarly maintain worker's compensation insurance and employer's liability insurance in accordance with the laws of the State of California for all of subcontractor's employees. Any notice of cancellation, non-renewal or modification of any workers compensation policies must be received by the AGENCY at least thirty (30) days prior to such termination, non-renewal or modification. The insurer shall agree to waive all rights of subrogation against Agency, its officials, officers, agents, employees and volunteers for losses arising from work performed by CHAMBER for the AGENCY.

ii. General Liability Coverage. CHAMBER shall maintain commercial general liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit identified in this paragraph.

iii. Automobile Insurance. Coverage shall be in an amount not less than $1,000,000 combined single limit per accident for bodily injury and property damage. Policy shall be on an occurrence basis covering liability arising out of any auto including owned, hired, and non-owned vehicles. AGENCY, its officials, employees, agents, elected and non-elected officers must be named as additional insured's.

b. Endorsements. Each general liability insurance policy shall be with insurer's possessing a Best's rating of no less than A: VII and which are licensed to conduct business in California, and shall be endorsed with the following specific language:

i. The AGENCY, its elected or appointed officers, officials, employees, agents and volunteers shall be covered as additional insured's on all such policies of insurance with respect to liability arising out of services performed by or on behalf of the CHAMBER, including materials, parts or equipment furnished in connection with such services or operations.

ii. These policies of insurance shall be considered primary insurance as respects the AGENCY, its elected or appointed officers, officials, agents and volunteers. Any insurance maintained by the AGENCY, including any self-insured retention the AGENCY may have shall be considered excess insurance only and shall not contribute with the policies of insurance obtained by CHAMBER.

iii. These policies of insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the AGENCY, its elected or appointed officers, officials, employees, or volunteers.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the AGENCY, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by these policies shall not be suspended, voided, canceled, modified or reduced in coverage or in limits except after thirty (30) days written notice has been received by the AGENCY.

vii. Forms CG 20 10 11 85 should be used for General Liability additional insured endorsements, if that form is not available the AGENCY will accept form CG 20 10 10001 in conjunction with CG2037 10 01.

c. Certificates of Insurance. CHAMBER shall provide certificates of insurance with original endorsements to AGENCY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the AGENCY on the date of execution of this Agreement by CHAMBER. Current certification of insurance shall be kept on file with the AGENCY at all times during the term of this Agreement.

9. INDEMNIFICATION

a. CHAMBER shall save, keep, indemnify, and hold harmless AGENCY, its officers, officials, employees, agents and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be set up because of injury to property and/or business, or personal injuries received by reason of, or in the course of, CHAMBER'S performance of work which may be occasioned by any act or omission of the CHAMBER, any of the CHAMBER'S employees or agents, or any subcontractors at the CHAMBER'S sole cost and expense.

10. INDEPENDENT CONTRACTOR

a. This Agreement is by and between the AGENCY and CHAMBER and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the AGENCY and CHAMBER. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever. CHAMBER and its employees are independent contractors and are not employees of the AGENCY. CHAMBER shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. AGENCY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CHAMBER.

b. CHAMBER understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of worker's compensation liability, solely employees of CHAMBER and not employees of AGENCY. CHAMBER shall be solely liable and responsible for furnishing any and all worker's compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CHAMBER hereunder.

c. CHAMBER shall agree to indemnify, defend with counsel acceptable to the AGENCY, and hold AGENCY harmless for any action or proceeding regarding CHAMBER'S employee or agent's independent CHAMBER status. The employees and agents of each party shall, while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

11. EMPLOYMENT PRACTICES OF CHAMBER

a. In providing the SERVICES required by this Agreement, CHAMBER shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, disability or national origin.

b. CHAMBER shall take affirmative actions to ensure that applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, disability or national origin. Affirmative actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12. CONFLICTS OF INTEREST

a. No officer or employee of AGENCY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof during his/her tenure with the AGENCY or for a period of one (1) year thereafter.

b. CHAMBER hereby covenants that it has, at the

c. time of the execution of this Agreement, no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement, nor shall it acquire any such interest at any time during such performance of services. The CHAMBER further covenants that during the performance of this Agreement, no Person having any such interest shall be employed by the CHAMBER.

d. AGENCY and the CHAMBER hereby covenant and agree that to their best knowledge, no member of the AGENCY Council, nor any officer or employee of the AGENCY has any interest, whether contractual, non contractual, financial or otherwise direct or indirect, in this Agreement or in the business of subcontracting work required under this Agreement; and that if any such interest comes to the attention of either party at any time during the performance of this Agreement, a full and complete disclosure of such information shall be made in writing to the other party, even if such interest would not be considered a conflict of interest under applicable laws and the CHAMBER shall take such action as required by law to eliminate the conflict of interest.

e. CHAMBER hereby covenants that it has not employed or retained any person or company to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or company any fee, commission, percentage, brokerage fee, gift, or other compensation, contingent upon or resulting from the award of making of this Agreement. For breach or violation of this covenant, the AGENCY shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

f. Chamber shall not disseminate mailers, flyers, newsletters, magazines or any other written materials that exceed 200 in number that contain Agency Board member's names, pictures, or likenesses except the Agency Board member's name may be listed in a letterhead format subject to approval by the Agency.

13. NOTICES/INVOICES

All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

AGENCY	CHAMBER
Donna Ramirez Economic Development Department 320 West Newmark Avenue Monterey Park, CA 91754	Monterey Park Chamber of Commerce 700 El Mercado Ave Monterey Park, CA 91754

14. MISCELLANEOUS

a. AGENCY and CHAMBER each binds itself and its partners, successors and assigns to the other party to this Agreement and to the partners, successors and assigns of such other party with respect to all covenants of this Agreement.

b. Neither AGENCY nor CHAMBER shall assign, sublet, or transfer its interest in this Agreement.

c. Records of the CHAMBER expenses pertaining to the project and the performance of all services under this Agreement, and records of accounts between the AGENCY and the CHAMBER shall be kept on a generally recognized accounting basis and shall be available to the AGENCY or its authorized representative at mutually convenient times for inspection.

d. No waiver of any breach of this Agreement shall be held to be a waiver of any other subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of the AGENCY to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the CHAMBER of any of the provisions, therefore, shall in no way be construed to be a waiver of such provisions, nor in anyway affect the validity of this Agreement or any part thereof or the right of AGENCY to thereafter enforce each and every such provision.

e. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

f. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this

Agreement shall be filed and heard in a court of competent jurisdiction in the County of Los Angeles.

g. In case of conflict, this Agreement shall take precedence, followed by the CHAMBER's Response to the Request for Proposals (Exhibit 1), and then AGENCY's Request for Proposal (Exhibit 2).

h. Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

i. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

j. All Attachments annexed hereto form material parts of this Agreement.

k. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

l. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

m. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

AGENCY

MONTEREY PARK
REDEVELOPMENT AGENCY

Signature: _____

Name: Don McIntyre

Title: INTERIM EXECUTIVE DIRECTOR

Date: _____

CHAMBER

MONTEREY PARK
CHAMBER OF COMMERCE

Signature: _____

Name: _____

Title:

Date: _____

ATTEST:

Signature: _____

By: Vickie Banando

Title: Agency Secretary

Date: _____

APPROVED AS TO FORM:

Signature: _____

By: Mark Hensley

Title: City Attorney

Date: _____

ATTACHMENT I
Scope of Services

The CHAMBER agrees to fulfill the following goals and objectives:

1. Quarterly/Annual Evaluations and Audits:

   a. The CHAMBER agrees to provide a quarterly report on activities completed by the CHAMBER for that quarter. The report shall contain quantifiable information and whenever possible and documentation such as flyers, pictures, videos, of the activities or events. The reports are due on the following dates:

	Due Date	For Quarter
First quarter report	April 15th	Jan 1—March 31
Second quarter report	July 15th	April 1 - June 30
Third quarter report	Sept 15th	July 1 - August 31
Fourth quarter report	January 15th	Sept 1 - Dec 31

   b. CHAMBER agrees to provide an annual financial report demonstrating that the CHAMBER is improving its financial health by showing progressive payments to pay down the debts and increasing revenues through membership recruitment or fund raisers.

   c. The CHAMBER agrees that the AGENCY may audit the financial records of the CHAMBER at any time with 24 hour notice.

   d. CHAMBER agrees to meet with the AGENCY officials twice a year under a "Dialogue with the AGENCY" program,

2. CHAMBER partnership with the AGENCY:

   a. The CHAMBER agrees to promote, advance, preserve and protect the business interests in the City

   b. The CHAMBER agrees to educate the businesses through workshops and seminars

   c. The CHAMBER agrees to represent the business members in the City, county, regional, state and national levels

   d. The CHAMBER agrees to develop and promote programs and activities that are designed to strengthen and expand the businesses of its members and to improve the quality and quantity of the businesses in the community, and

   e. The CHAMBER agrees to assist new businesses to set up their business within the City of Monterey Park.

3. CHAMBER Staffing

   a. The CHAMBER agrees to hire a part time Executive Director to plan and manage daily operations of the office and to effectively implement activities to achieve the goals and objectives of the CHAMBER.

b. The Executive Director shall have a 4 year college degree and/or a combination of experience and education that supports the knowledge and skills required for the position. Such skills will include but not be limited to a demonstration of leadership capabilities, as well as experience with fundraising and event management.

4. CHAMBER Administration

a. The CHAMBER agrees to strive to be a strong and viable independent entity

b. The CHAMBER agrees to provide services to support its members and the business community.

c. The CHAMBER agrees to provide a viable set of procedures to process payments and receipts of funds

d. The CHAMBER agrees to provide financial checks and balances in order to achieve a balanced budget each year

5. CHAMBER Membership Drives

a. The CHAMBER agrees to aggressively conduct annual membership drives to increase the number of members to raise funds to fund CHAMBER activities.

b. The CHAMBER agrees to set as its target the following schedule for the next 5 years for increasing its membership:

1st year	12 - completed
2nd year	24
3rd year	36
4th year	36
5th year	36
Total	144

6. CHAMBER Networking & Business Promotional Activities

a. The CHAMBER agrees to organize monthly business luncheons for a total of 12 annually.

b. The CHAMBER agrees to organize a minimum of one mixer per calendar quarter.

c. The CHAMBER agrees to organize a minimum of 4 events in partnership with the AGENCY for the purpose of funding raising and/or promoting the CHAMBER and City of Monterey Park which could include:

i. Organizing and hosting the annual Mayor's Breakfast

ii. Organizing and hosting the annual Top Sales Tax Producers Business Award Breakfast

iii. Organizing and hosting the Brokers Breakfast

iv. Organizing and hosting at least 4 business seminars or workshops for the benefit of the business community.

v. Working in partnership with the AGENCY and/or City Commissions to organize and host 2 cultural events honoring the ethnic diversity of the City of Monterey Park.

vi. Producing at least 4 products to promote and market the City of Monterey Park and its businesses locally, regionally, and globally, which could include:

(1) Create a "Shop in Monterey Park" campaign brochure,

(2) Create a map and/or Directory

7. CHAMBER and Member Promotional Activities

a. The CHAMBER agrees to set up a website to promote the CHAMBER, its members, and its activities.

b. The CHAMBER agrees to attend local business functions to promote the CHAMBER and its members.

c. The CHAMBER agrees to participate in community events to promote the CHAMBER and its members.

d. The CHAMBER agrees to proactively approach local businesses to promote it and also encourage the businesses to join the CHAMBER.

e. The CHAMBER agrees to develop an e-newsletter by 2010.

8. Other CHAMBER Obligations

a. The CHAMBER will serve as the voice of the Monterey Park area business community

b. The CHAMBER will provide business education programs

c. The CHAMBER will provide business promotion and advertisement programs

d. The CHAMBER will provide employment matchmaking opportunities

e. The CHAMBER will provide updates on government rules and regulations relating to businesses

f. The CHAMBER will provide business networking opportunities

g. The CHAMBER will serve as a liaison between members and local, county, state, and federal governments in matters effecting businesses within Monterey Park.

h. The CHAMBER will provide marketing and promotion of new businesses in the City of Monterey Park, including ground breaking ceremonies or grand

opening ceremonies and articles in the Cascades Newspaper and other local publications

i. The CHAMBER will serve as a resource and answer business inquiries from within and outside of the City and interact with the press on behalf of local businesses.

EXHIBIT D

New Business
Agenda Item 13

Staff Report Monterey Park Redevelopment Agency

DATE: June 15, 2011

TO: PAUL TALBOT, EXECUTIVE DIRECTOR

FROM: DONNA RAMIREZ, ACTING ECONOMIC DEVELOPMENT SPECIALIST

SUBJECT: MONTEREY PARK CHAMBER OF COMMERCE - CONSIDERATION OF AGREEMENT FOR ECONOMIC DEVELOPMENT

BACKGROUND:

In 2009 the Redevelopment Board of Directors entered into an Agreement with the Monterey Park Chamber of Commerce to contract for certain services. The goal of the Agreement is to provide assistance to the Chamber while it becomes self supporting and eventually is able to provide business services without the need for RDA assistance. The Agreement offers a subsidy which is reduced annually for five (5) years down to zero.

The Chamber's Agreement is on an annual renewal basis and may be extended up to three additional one-year extensions. The Agreement expired in February 2011 and upon receipt of the Chamber's Annual Report, staff is presenting consideration of renewal to the City Council.

The Chamber's contract is being presented late due to the Chamber's staffing changes.

DISCUSSION:

In 2010, the Chamber received $40,000 in subsidy for the second year of the five year contract and is requesting the third year of subsidy in the amount of $36,000 for 2011. The amount of subsidy is scheduled to continue to decrease for the final upcoming two option renewals for 2012 and 2013.

Chamber Financial Assistance

Month	Year	First Qtr	Second Qtr	Third Qtr	Fourth Qtr	Total
January - June	2009	$ 10,000.00	$ 10,000.00			$ 20,000.00
July - December				$ 10,000.00	$ 10,000.00	$ 20,000.00
					Paid to Date	**$ 40,000.00**
Contract Renewal						
January - June	2010	$ 10,000.00	$ 10,000.00			$ 20,000.00
July - December				$ 10,000.00	$ 10,000.00	$ 20,000.00
					Paid to date:	**$ 40,000.00**
January - June	2011	$ 9,000.00	$ 9,000.00			$ 18,000.00
July - December				$ 9,000.00	$ 9,000.00	$ 18,000.00
					Renewal Amt:	**$ 36,000.00**
January - June	2012	$ 8,000.00	$ 8,000.00			$ 16,000.00
July - December				$ 8,000.00	$ 8,000.00	$ 16,000.00
						$ 32,000.00
January - June	2013	$ 7,500.00	$ 7,500.00			$ 15,000.00
July - December				$ 7,500.00	$ 7,500.00	$ 15,000.00
						$ 30,000.00
						$ 178,000.00

The Chamber's contract specifies production of a number of activities such as the Mayor's Breakfast, the hosting of two cultural events, marketing of the City, providing articles regarding local businesses to the Cascades newspaper, and increasing membership.

The Chamber has provided Quarterly Reports during the last year on completed activities that promoted the business interest of the City locally and regionally, educated businesses through workshops and seminars, strengthened member businesses, and assisted new businesses with start-up. In addition, the contract called for the Chamber to hire a permanent part-time Executive Director to manage daily operations and implement activities to reach the goals outlined in their contract. The Chamber fulfilled this requirement by hiring Daniel Kim as the permanent Director of the Chamber of Commerce; moving him from the Interim Director position.

The Chamber of Commerce provided its Annual Report for staff's review. The Chamber has met a significant number of its goals such as the Mayor's Breakfast, increasing membership, support of new business, attendance at community events, and providing networking opportunities for business. The Chamber was also successful in the relaunching of the Miss Monterey Park Contest. Still to be accomplished is the launching of a dynamic website, development of an e-newsletter, creation of a "Shop in Monterey Park" campaign brochure, and creation of a map or directory.

Economic Development staff reviewed the Quarterly Reports and 2010 Annual Report, and recommends the Chamber continue with its progress in the aforementioned areas and begin to move forward with other contract goals such as, expanding regional exposure, providing members information on legislative bills affecting businesses, bringing regional interest to attend workshops and networking opportunities, launching a dynamic website with the ability to promote members via a directory and/or advertisement, and creating an e-newsletter.

By providing regional exposure and a dynamic website the Chamber of Monterey Park will improve exposure of local businesses and provide additional assistance to their membership with the possibility of expanding membership. The Chamber's goal is to become strong, dynamic and self supporting.

The Monterey Park Chamber of Commerce is requesting the renewal of its Agreement with the Agency for the year 2011 with a continuation of the subsidy in the amount of $36,000. Staff believes that continued support of the Chamber improves the RDA's economic development through increased sales tax revenue; business promotion; and favorable business development.

FUNDING SOURCE:
Community Redevelopment Agency Funds

For January 2011- December 2011 Only
Budget: 2011 = $36,000

RECOMMENDATION:
City Council considers:

1. Renewal of the Agreement with the Chamber of Commerce and their request for funding in the amount of $36,000 for services and products for 2011.

2. Authorize Executive Director of the Redevelopment Agency to enter into an Agreement for the second option renewal of the 2009 Agreement between the Monterey Park Redevelopment Agency and the Monterey Park Chamber of Commerce.

By: _____ Approved: _____
Donna Ramirez
Acting Economic Development Specialist

Paul Talbot
City Manager/Executive Director

Attachments: 1) 2010 Chamber Annual Report
2) 2011 Agreement

Sr897

Attachment 1

ANNUAL REPORT

2010

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Annual Financial Statement Exhibit A

Dear Friend:

On behalf of the Board of Directors of the Chamber of Commerce of Monterey Park, it is my honor to present you with this copy of the 2010 Chamber of Commerce of Monterey Park Annual Report.

The economy of the City, like the rest of the San Gabriel Valley and indeed the nation remains in a state of flux. As this report is being compiled, we are facing a serious financial crisis both at the state as well as the local level.

For most businesses, the year was a challenging one. Unemployment and high gasoline prices affected many if not all. Customers became more selective and discriminating with their hard-earned dollars. Unfortunately, some businesses did not survive as a result.

Nevertheless, opportunities do exist for those who seek it out. Many businesses revised their business practices to stay competitive. Entrepreneurs, especially overseas ones continue to see opportunities in a down economy. They also became more sophisticated. A good number of businesses that opened up in town saw the importance of becoming involved in their communities. Many businesses joined the Chamber of Commerce and when called upon, contributed to important causes like the Japan Earthquake Relief.

In return, the Monterey Park Chamber of Commerce has caught on to some of the energy of these entrepreneurs. As you will read in more detail below, the Staff, Board of Directors and Ambassadors had been extremely busy with a full schedule of activities and events that are designed to support, promote and otherwise showcase member businesses operating within the City and surrounding communities.

We are not stopping there however. We have much more in the works for the coming fiscal year. Our revised website is now online at www.montereyparkchamber.org. Please check it often to keep up with our activities. If you are a Facebook user, please join us at Facebook.com.

Finally, if you are not yet a Chamber of Commerce member, please consider joining us as we continue our goal to be one of the top "little" chambers of commences in the San Gabriel Valley.

Best wishes to you in the coming year.

Vincent D. Chang, Esq.
President of the Board of Directors,
Monterey Park Chamber of Commerce

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MISSION STATEMENT

The Monterey Park Chamber of Commerce works to increase wealth and prosperity by facilitating the growth of existing businesses and fostering the establishment and improving civil, educational and cultural facilities in order to create a prosperous environment for attracting business and industry.

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Overview

As the year 2010 passes by, we are still faced with many questions about the economy. There is political instability and the job market is not yet robust. However, the Monterey Park Chamber of Commerce has thrived within the business and residential communities. The Miss Monterey Park pageant was successfully hosted and the Chamber took part in various networking events gaining more visibility throughout the Los Angeles County. Also, the Chamber was invited back to attend the VACE meeting. VACE is a meeting with all the Executive Directors of local chambers. In addition various other organizations have extended invitations to us to participate in round table and networking events they host such as the Asian Business Association (ABA).

As one can clearly see, Monterey Park Chamber of Commerce is now recognized by the community throughout the Los Angeles County. City of Monterey Park and other organizations around the city have all asked the Chamber to assist in projects, letter of endorsements, co-hosting events and much more.

This is the fruit of the generous support that the City of Monterey Park has granted the Monterey Park Chamber of Commerce.

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ACCOMPLISHMENTS

The Chamber of Commerce wanted to impact the community by helping to draw in the interest to live and dine in Monterey Park. There were events geared towards residents to expose them to local businesses. Our big event was the Pre-4th of July where we brought in roughly 250 people this year. We had sponsors that ranged from Athens to Baxco. The Chamber also brought back "Miss Monterey Park". This event was well received and had lot of publicity. The Chamber still receives request for Miss Monterey Park and her court to attend various community based events. This year, Chamber of Commerce wanted to work with BID District. With the help of Donna Ramirez from Economic Development, Chamber of Commerce and BIDDAC hosted the "Free Photo with Santa" during Christmas. Kids were lined up to get photos with Santa and all the expenses were donated by BIDDAC and the Chamber.

1. February 18 – Chamber Event, Chinese New Year Celebration @ the NBC Restaurant.
2. March 11 – Chamber staff Lily Frutos & Yoshiko Kimono attended Chamber of Commerce Guide to Certificate of Origin seminar.
3. April 13 – Miss Monterey Park Pageant (hosted by) Monterey Hill Steak House
4. May 21 – 2010 Asian Pacific Islander Business Community Awards & Reception (Honoring outstanding business leaders) One of the recipients was our Interim Executive Daniel Kim
5. June 15 - Chamber Board Meeting @ El Encanto (Chamber Office) Every 1st and 3rd Tues. of the month 5 – 7 pm. New Board of Directors were sworn in by Interim Police Chief Jim Smith of Monterey Park.
6. June 30 – Pre 4th of July Summer Celebration sponsored by Athens Services, Chong Hing Jewelers, Baxco Pharmaceutical, KOCO's Collections and Asian Pacific American Dispute.
7. Dec. 7 – Chamber "Holiday Mixer & Christmas Toy Drive" hosted by Monterey Hill Steakhouse. Toys were donated to The Boys & Girls Club of Monterey Park.
8. Dec. 10 & 11 – Free Photos with Santa @ the parking lot corner of Lincoln & Garvey Business Partnership with Business Improvement District #1 and Monterey Park Chamber.

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NETWORKING OPPORTUNITIES

One of Chamber's main goals is to help businesses network with each other. Throughout the year, the Chamber held various mixers along with business-to-business luncheons. The Chamber invited guest speakers to help local businesses with information and opportunities to improve their businesses. This year, Monterey Park Chamber partnered up with 12 other chambers to host a mixer at Quiet Cannon. The event was hosted by the Montebello Hilton Hotel. The Monterey Park Chamber also decided to get more involved with Asian Business Association (ABA) and even hosted a booth at their networking event. ABA invited the Monterey Park Chamber which shows the growth of our chamber in the business community.

1. January 20 – Chamber Business to Business Luncheon @ El Encanto (Chamber Office) Every 3rd Wed. of each month.
2. February 25 – Business After Hours Mixer/ All Chamber Round Up-West Meets East @ the Quiet Cannon Banquet Hall. Board members Richard Gorman, Dave Barron, Vincent Chang, Alicia Martinez and several chamber members attended.
3. March 17 – Chamber St. Patrick's Mixer. Chamber awarded a plaque to Dave Barron for 23 years of service as city clerk also awarded plaques to the new members One West Bank and Franco American Corp.
4. May 19- Business-to-Business Luncheon at El Encanto
5. May 21 – E.L.A. College Job Fair; Attended Interim Executive Daniel Kim
6. May 21 – "May After Hours" Business Mixer hosted by BestWestern Markland Hotel.
7. June 3 – "June After Hours" Business Mixer hosted by Magic Noodle Restaurant
8. June 24 -"June After Hours" Business Mixer hosted by Wells Fargo Bank (chamber member) Introducing the new Board of Directors of the Monterey Park Chamber.
9. July 21 – Business-to-Business Luncheon at Luminarias Restaurant
10. August 18 – Business-to-Business Luncheon at El Encanto (Chamber Office)
11. September 9 – Hong Kong Association of Southern California "Joint Networking Mixer @ the Langham Huntington. Chamber had a booth attended Vice President Alicia Martinez & Interim Executive Daniel Kim
12. September 15 – Business-to-Business Luncheon at El Encanto (Chamber Office)
13. September 25 – Asian Pacific Islander "11th Annual Asian Samall Business Expo"; Attended chamber staff Interim Executive Daniel Kim.
14. Oct. 7 – Asian Business Association Network "34th Annual Awards Luncheon" Chamber staff Interim Executive Director Daniel Kim attended.
15. Nov. 17 – Business-to-Business Luncheon at El Encanto (Chamber Office) Nov. 19 – Rosemead Chamber Casino Nite @ Almanzor Court 6:00 to 11:00 PM. Chamber Board, members and staff were given 10 free tickets.

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ADVOCACY

Chamber of Commerce continues to help local businesses by being the advocate before the government as well as an advocate of government to the businesses. Chamber does this in two ways. If there are issues or questions, the Chamber helps connect the business to the right governmental department. At the same time, the Chamber helps advocate government to local businesses by providing businesses of important events or changes. The chamber is also a bridge between businesses and the city to help better communicate and encourage Chamber members to partake in important changes. The chamber office is used for many meetings to help facilitate the communication process such as zone meetings and various non-profit meetings that help the community.. One of our well known methods to help bridge the gap is our Mayor's Breakfast. This event allows local businesses to come and listen to the vision of the City Mayor as well as ask questions that may be important to their business.

1. January 15 – Delegation visit from China @ City Hall with Vice Mayor Anthony Wong and Lily Frutos from the Chamber attended.
2. January 21 – Chamber event "State of the City Address Breakfast" for Honorable Mitchell Ing @ The Monterey Hill Steakhouse.
3. February 17 – Monterey Park City Council Meeting and Installation Ceremony. Chamber Board attended and presented certificates to our new Mayor Anthony Wong and out going Mayor Mitchell Ing.
4. February 26 – Edison Company, Mirassa Castro (chamber member) requested a letter from the chamber titled 2010 Direct Installation to small businesses.
5. March 8 - Delegation visit from China @ City Hall Mayor Anthony Wong and Lily Frutos from the Chamber attended.
6. April 19 – Delegation visit from China group of 6 people; Attended Mayor Anthony Wong/City of Monterey Park, President Ronald Lee & Mrs. Lee/Monterey Park Chamber & staff Interim Executive Director Daniel Kim & Lily Frutos.
7. April 22– Delegation visit from China group of 10 people; Attended Mayor Anthony Wong/City of Monterey Park, Monterey Park Chamber staff Interim Executive Director Daniel Kim & Lily Frutos, Chamber members John Man & /Man Investment Group and Yen Tham/All Secure Horizon.
8. June 7 – U.S. House of Reprsentatives "Intellectural Property Protection Roundtable" Dream Works Animation SKG; Attended Chamber Interim Executive Daniel Kim
9. June 10 – Southern Cal Edison C-tech, Mirassa Castro (chamber member) meeting regarding rate change with other chamber and community. Attended Interim Executive Daniel Kim.
10. July 1 – Delegation visit from China group of 10 people; Attended Mayor Anthony Wong/City of Monterey Park, Monterey Park Chamber staff Interim Executive Director Daniel Kim
11. July 6 – Delegation visit from China group of 6 people to visit Monterey Park Police Department.
12. August 30 – Letter to Sustainable Communities Planning Grants Program
13. September 1 – Chamber President Vincent Chang sent out a letter to all members to introduce himself and re-acquaint with the goals and purposes of the Chamber of Commerce
14. September 3 – Delegation visit from China group of 6 people; Attended Mayor Anthony Wong/City of Monterey Park, Monterey Park Chamber Board and staff Interim Executive Director Daniel Kim
15. September 9 – Monterey Park City Hall; Brian Dowling, Redevelopment Project Manager "Sustainability Work group meeting.

ADVOCACY (cont')

16. September 14 – Sunbright International, Charlie Lu invited the chamber board and city council to a banquet at the 888 Restaurant of 45 delegates from Jiaotong University,China. Mayor Anthony Wong and Chamber President Vincent Chang Presented certificates.
17. September 27 – City Town Hall Meeting; Board members Dennis Wong, Roger Jones and Chamber staff interim executive Daniel Kim.
18. September 30 - Delegation visit from China group of 8 people; Attended Mayor Anthony Wong/City of Monterey Park, Monterey Park Chamber Board and staff Lily Ann Frutos.
19. September 30 – Assemblymember Mike Eng "Latino Heritage 2010 Ceremony"; Attended Chamber President Vincent Chang and Vice President Alicia Martinez.
20. October 1 –Business Visit at Baxco Pharmaceutical, Inc (Chamber member) Chamber staff Interim Executive Director Daniel Kim attended.
21. Oct. 17 – Delegation visit from China, U.S. China Travel Service (Chamber member) invited the Chamber board to a dinner at Monterey Hill Steak House.
22. Oct. 22 – Monterey Park Chamber of Commerce Mayor's Breakfast for Anthony Wong hosted by Monterey Hill Steakhouse (Chamber member)
23. Oct. 25 - Delegation from China (Sunbright Travel) visited City Hall. Chamber board Stephan Lam and Chamber staff Interim Executive Director Daniel Kim attended.
24. Oct. 29 – Business Delegation visit @ El Encanto (Chamber office).
25. Oct. 31 - Chamber President Vincent Chang sent out a letter to all chamber members and city hall Re; Eastside Goldline Extension PhaseII.
26. November 1 – Business Delegation visit @ El Encanto (Chamber office)
27. Nov. 12 - Delegation from China, Mascot Tours (Chamber members) visited City Hall met Mayor Anthony Wong. Chamber board Stephan Lam and Chamber staff Interim Executive Director Daniel Kim attended.
28. Dec. 1 – City Council Meeting swearing in the new mayor Betty Chu
29. Dec. 15 - Delegation from China, Mascot Tours (Chamber members) visited City Hall met Mayor Betty Chu. Chamber board Stephan Lam and Chamber staff Interim Executive Director Daniel Kim attended.

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COMMUNITY PARTICIPATION

One of the key purposes of having a Chamber of Commerce is its ability to attract businesses to participate in community services. This year, the Chamber was very active in events held by other non-profit organizations as well as the city's event. One event that attracted lots of volunteers was the Tag Away Graffiti. This event led by Council member Frank Venti attracted volunteers as well as sponsors throughout the community. The Chamber of Commerce is always honored and proud when we host or participate in community events. The Chamber always enjoys the annual events such as People Who Make A Difference, Cinco de Mayo at Barnes Park, Crystal Youth Award, and MERCI Annual Trees of Enchantment. This year, Daniel Kim was awarded outstanding *business* and community leader by Assemblyman Mike Eng. Also for the first time, Monterey Park Chamber sponsored and participated at the Monterey Park Police Tournament. During the dinner, many approached the Executive Director Daniel to express how good it is to finally have the Chamber take part in the event.

1. January 28 – People Who Make a Difference "The Louise" Annual Awards Banquet @ The Monterey Hill Steakhouse. Interim Executive Director Daniel Kim attended and presented certificates to the 2009 Award Receipients.
2. January 29 –MCS Worksource held a Job Fair at there offices (Chamber members). Interim Executive Daniel Kim and several chamber members attended.
3. February 20 – Chamber arrange for Gloria Guerrero volunteer to assist with Richard Shave Tour Group to visit El Encanto. Saturday 1:30 – 2:00 pm.
4. February 26 - MCS Worksource (Chamber members) held a Job Fair at there offices.
5. April 8 – Ballet count committee for new board of directors – Shawn Bacchus, Rick Erhard, Gloria Guerrero, Fred Somoso, & Richard Soto.
6. April 23 -- Pacific Clinics (Sober and Safe Community Education Campaign) Interim Executive Director Daniel Kim attended.
7. May 2 – Cinco de Mayo at Barnes Park; Chamber donated a $50 gift basket, chamber staff attended Lily Frutos. Flores family won the Chamber basket.
8. May 13 – 2010 Crystal Youth Awards; Monterey Park Chamber of Commerce donated $200.
9. May 15 – Play Day Parade
10. May 21 – "Got Skills?" 9th Annual Talent Show presented by SGV AOD Youth Council; Attended Chamber Vice President Richard Gorman and Interim Executive Daniel Kim
11. May 21 – Monterey Park Library Foundation "Gala Library Benefit"; Attended Chamber board Alicia Martinez, Dave Barron, Vincent Chang, Chamber staff Interim Executive Daniel Kim & Lily Frutos & several chamber members.
12. May 31 – Memorial Day; Attended Chamber board Vice President Richard Gorman, Alicia Martinez & Dave Barron, Chamber staff Lily Frutos.
13. June 8 – Gubernatorial Primary Election all day @ El Encanto
14. July 4 – "My American Dream" 4th of July Celebration @ Barnes Park
15. July 23 – Alhambra Chamber 107 Installation Dinner; Attended President Vincent Chang and Interim Executive Daniel Kim
16. August 5 – Sister Cities Dinner @ Monterey Hill Steakhouse; Attended President Vincent Chang and Interim Executive Daniel Kim presented certificates to the students from Korea and Mexico.

COMMUNITY PARTICIPATION (Cont')

17. August 11– Congressman Adam Schiff "Small Business Assistance and Career Opportunity Fair; Chamber had a booth attended Interim Executive Daniel Kim and Ambassador Shawn J. Bacchus from NuVision Federal Credit Union
18. August 28 – East Los Angeles Chamber of Commerce 40th Anniversay "The Taste of East L.A. They invited 10 people from the Chamber.
19. September 30 – Monterey Park Police Dept. "Youth Activities Golf Tournament"; Attended chamber Interim Executive Director Daniel Kim
20. Oct. 2 – Monterey Park Library Foundation "Bruggermeyer Library to unveil new mural" Chamber donated to this event.
21. Oct. 9 – St. Stephen Martyr "Passport to Unity" Festival chamber member Rich Erhard was MC. Chamber staff Lily Frutos attended and gave a donation.
22. Oct. 16 - Artisain Fair & Harmony Car Show @ Barnes Park. Miss. Monterey Park and her court presented the awards at the car show. Chamber staff Lily Frutos had a booth for arts and craft.
23. Oct. 20 – 21st Anniversary Asian Youth Center
24. Oct. 23 – "Tag Away Graffiti at Barnes" Richard Gorman chamber board participated.
25. Oct. 29 – "Brightwood Youth Fair" Chamber donated coloring book and crayons, Bella Vista Pharmacy (Chamber member) donated pencils. Vice President Alicia Martinez works the booth.
26. Oct. 29 – Trinity Church of the Nazarene hosted Harvest Festival (Chamber members)
27. Nov. 2 – Elections All Day @ El Encanto (Chamber Office)
28. Nov. 4 – ELA College "Job Career Internship Fair" Chamber staff Interim Executive Director Daniel Kim attended.
29. Nov. 18 – The Monterey Park Environmental Commission "Environmental Students Meet and Greet" 5:00 to 6:30 PM. Chamber Board and staff Daniel Kim attended.
30. Nov. 30 – Chamber President Vincent Chang sent out a letter "Holiday Greeting" to all chambers members and city hall.
31. Dec. 5 – MERCI's 21st Annual "Trees of Enchantment" @ Luminarias Restaurant. Several chamber members attended.
32. Dec. 10 & 11 – Free Photos with Santa @ the parking lot corner of Lincoln & Garvey Business Partnership with Business Improvement District #1 and Monterey Park Chamber.
33. Dec. 17 – Boys and Girls Club (chamber members) "Kids Holiday Party Toy Distribution. Chamber board, staff and ambassadors attended.
34. Dec. 19 – Man Investment Group (chamber members) "2nd Annual Holiday Fundraiser" for the Childrens Hospital Los Angeles at Ocean Star Seafood Restaurant. Chamber board attended.

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Membership Drive

The Chamber of Commerce has been advertising membership through events and changing the business aspects to encourage businesses to join. For example, we now have two prices for most if not all of our events. One price is for members and another is for non-members. Also, the Interim Executive Director works closely with Economic Development Department to get a list of new licensed businesses. The Chamber then goes out and gives the new licensing businesses a welcome package. The welcome package has phone numbers and important information about the city. It is like our way of saying welcome to the City of Monterey Park. In addition, the Chamber has been hosting mixers at our member's offices/restaurants. This is one of the benefits that the Chamber offers to encourage businesses to join.

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Business Promotions

Providing opportunity to promote business is one of the key goals of Monterey Park Chamber of Commerce. We provide free counseling by a former CEO, who is part of Score Counseling, which promotes new businesses and helps existing businesses answer tough questions that they would normally have had to pay for. This year we welcome a new counselor Grace Lee who has been working with SCORE at another location. Chamber of Commerce is well known for its ribbon cutting ceremonies. The Chamber and the city work together to have both board of directors and city council members attend the ribbon cuttings. This is a great way to promote new businesses in Monterey Park. Another way we promote business is by attending the business event such as job fairs and various important events. We strive to continue to provide free or low cost services to the members of Monterey Park Chamber to help promote businesses here in Monterey Park.

1. January 2 – Optimist Club Meeting @ El Encanto (Chamber members) Every 1st and 3rd Sat. of the month 9 – 11 am
2. January 5 – Monterey View c/o Euclid Management Meeting @ El Encanto (Chamber members) 6 times a year
3. January 9 – Chinatown Services (Small Business Leadership Program) meets once a month for a 3 hour session on Saturdays @ El Encanto (Chamber members)
4. January 13 – Art & Culture Commission Meeting @ El Encanto Every 2nd Wed. of the month 7 – 9 pm.
5. January 27 – Community Relation Commission meeting @ El Encanto. Every last Wed. of each month 7 – 9 pm
6. January 29 – United States Census Bureau East Los Angeles Kick-off Celebration in Monterey Park. Chamber Board attendees; Alicia Martinez, Vincent Chang, Dave Barron several chamber members & Chamber staff. Chamber provided flags and ribbons cutting.
7. February 3 –Rick Erhard Piano Instructor & language counselor meeting arrangement with client @ El Encanto (Chamber member)
8. February 4 – Score Counseling @ El Encanto, before his appointment Mr. Shody Chow counselor met with Tom Johnson @ City Hall.
9. February 6 – Optimist Club Meeting @ El Encanto (Chamber members) Every 1st and 3rd Sat. of the month 9 – 11 am
10. February 6 – Planning Department Commission Meeting @ El Encanto
11. February 8- Monterey View c/o Euclid Management Meeting @ El Encanto (Chamber members) 6 times a year
12. February 9 – Rebuilding Together Meeting chamber members @ El Encanto (Chamber members)
13. February 10 – Art & Culture Commission Meeting @ El Encanto Every 2nd Wed. of the month 7 – 9 pm.
14. February 11 – Score Counseling @ El Encanto (Chamber Office)
15. February 18 – Score Counseling @ El Encanto (Chamber Office)
16. February 20 – Optimist Club Meeting @ El Encanto (Chamber members) Every 1st and 3rd Sat. of the month 9 – 11 am
17. February 20 – Planning Department Commission Meeting @ El Encanto

Business Promotions (Cont')

18. February 22 – Planning Department Commission Meeting @ El Encanto
19. February 24 – Community Relation Commission Meeting @ El Encanto. Every last Wed. of each month 7 – 9 pm
20. March 4 - Score Counseling at El Encanto (Chamber Office)
21. March 6 - Chinatown Services (Small Business Leadership Program) meets once a month for a 3 hour session on Saturdays @ El Encanto (Chamber members)
22. March 7 –"Man Investment" ribbon cutting at there offices (Chamber members). Chamber board and chamber members attended
23. March 10 –HR Resources (Chamber member) meet with client at El Encanto.
24. March 10 - Art & Culture Commission Meeting @ El Encanto. Every 2nd Wed. of the month 7 – 9 pm.
25. March 13 - Chinatown Services (Small Business Leadership Program) this is there last 3 hour session on Saturday @ El Encanto (Chamber members)
26. March 20 – Optimist Club Meeting @ El Encanto (Chamber members) Every 1st and 3rd Sat. of the month 9 – 11 am
27. March 20 –The Soroptimist Club (Chamber member) had a Fashion Show. Chamber staff Lily Frutos and volunteer Gloria Guerrero attended.
28. March 22 - Monterey View c/o Euclid Management Meeting @ El Encanto (Chamber members) 6 times a year
29. March 24 – Chamber assisted with grand opening and ribbon for new member One West Bank. Chamber board Vincent Chang, Dave Barron, Fred Sornoso and Chamber staff attended.
30. March 24 - Community Relation Commission Meeting @ El Encanto. Every last Wed. of each month 7 – 9 pm
31. April 1 – Score Counseling @ El Encanto (Chamber Office)
32. April 3 – Planning Department Commission Meeting @ El Encanto
33. April 6 - Monterey View c/o Euclid Management Meeting @ El Encanto (Chamber members) 6 times a year
34. April 7 - Planning Department Commission Meeting @ El Encanto
35. April 9 – Optimist Club Meeting @ El Encanto (Chamber members) Every 1st and 3rd Sat. of the month 9 – 11 am
36. April 14 – Art & Culture Commission Meeting @ El Encanto Every 2nd Wed. of the month 7 – 9 pm.
37. April 15 – Score Counseling @ El Encanto (Chamber Office)
38. April 21 – Pan American Optimist Club (chamber member) Oratorical Contest @ El Encanto.
39. April 24 - Earth Day Town Hall Event; Attended chamber board Alicia Martinez, Vincent Chang, Dave Barron and Darlene Reynosa. Chamber staff Executive Director Daniel Kim & Lily Frutos, chamber member Shawn Bacchus/E1 Financial Credit Union.
40. April 28 – Community Relation Commission Meeting @ El Encanto. Every last Wed. of each month 7 - 9 pm
41. April 29 - Score Counseling @ El Encanto (Chamber Office)

Business Promotions (cont')

42. May 3 –Magic Noodle Restaurant Grand Opening & Ribbon Cutting (new member) Attended Mayor Anthony Wong/City of Monterey Park & council David Lau & Dave Barron, Monterey Park Chamber Board Alicia Martinez, Vincent Chang,staff Interim Executive Director Daniel Kim, Chamber member Yen Tham/All Secure Horizon.
43. May 11 – Jim's Bakery Grand Opening & Ribbon Cutting (new member) Attended; City Council Betty Tom Chu, Mayor Pro Tem, David Lau & Mitchell Ing, Monterey Park Chamber Board Alicia Martinez, Vincent Chang, staff Interim Executive Director Daniel Kim, Chamber Ambassador Shawn Bacchus.
44. May 12 – Art & Culture Commission Meeting @ El Encanto Every 2nd Wed. of the month 7 – 9 pm.
45. May 26 – Community Relation Commission Meeting @ El Encanto. Every last Wed. of each month 7 – 9 pm
46. June 9 – NuVision Federal Credit Union Grand Opening & Ribbon Cutting (new member) Attended Monterey Park Council Mayor Anthony Wong, David Lau & Mitchell Ing, Monterey Park Chamber Board Alicia Martinez, Vincent Chang,
    Dave Barron, staff Interim Executive Director Daniel Kim & Lily Frutos, several chamber members & Chamber Ambassador Shawn Bacchus.
47. June 9 – Art & Culture Commission Meeting @ El Encanto Every 2nd Wed. of the month 7 – 9 pm.
48. June 16 – Chinatown Services Meeting @ El Encanto (chamber member)
49. June 19 – 24 Hour Fitness Club Grand Opening & Ribbon Cutting (new member) Attended Monterey Park Council Mayor Anthony Wong, David Lau & Mitchell Ing, Monterey Park Chamber Board Alicia Martinez, Vincent Chang, Dave Barron, staff Interim Executive Director Daniel Kim and several chamber members
50. June 21 - Monterey View c/o Euclid Management Meeting @ El Encanto (Chamber members) 6 times a year
51. June 23 - Community Relation Commission Meeting @ El Encanto. Every last Wed. of each month 7 – 9 pm
52. June 25- Dreamweaver Medical Group (chamber member) Blessing of there new location.
53. July 14 - Art & Culture Commissi Oct. 13 - Art & Culture Commission Meeting @ El Encanto Every 2nd Wed. of the month 7 – 9 pm.
54. July 17 - Optimist Club Meeting @ El Encanto (Chamber members) Every 1st and 3rd Sat. of the month 9 – 11 am
55. July 22 – Score Counseling @ El Encanto (Chamber Office)
56. July 26 – Monterey Views Meeting @ El Encanto (Chamber members) Meets about 6 to 8 times a year
57. July 29 – Score Counseling @ El Encanto (Chamber Office)
58. August 9 – Monterey Views Meeting @ El Encanto (Chamber members) Meets about 6 to 8 times a year
59. August 11 – Art & Culture Commission Meeting @ El Encanto Every 2nd Wed. of the month 7 – 9 pm.
60. August 12 – Score Counseling @ El Encanto (Chamber Office)
61. August 19 – Score Counseling @ El Encanto (Chamber Office)
62. August 25 – Community Relation Commission Meeting @ El Encanto. Every last Wed. of each month 7 – 9 pm
63. August 26 – AMC Theatres "The Ticket Tearing Ceremony" Grand Opening

Business Promotions (cont')

64. August 27 – Yogen Fruz "Grand Opening and Ribbon Cutting" (New Chamber members)
65. September 2 - Score Counseling @ El Encanto (Chamber Office)
66. September 6 – Chamber Closed for Labor Day
67. September 7 – Chamber Event Committee Meeting @ El Encanto (Chamber Office) Once a month
68. September 8 – Art & Culture Commission Meeting @ El Encanto Every 2nd Wed. of the month 7 – 9 pm.
69. September 10 – Montebello Chamber of Commerce "Open House Celebration" Chamber board Richard Gorman attended.
70. September 13 – Advance Vision Optometric Center "Grand Opening and Ribbon Cutting" (New Chamber members)
71. September 22 – Community Relation Commission Meeting @ El Encanto. Every last Wed. of each month 7 – 9 pm
72. September 29 – Tokyo Shabu Shabu Restaurant Ribbon Cutting (new member)
73. Oct. 23 – Chong Hing Jewelers "40th Anniversary" Chamber Treasurer Dennis Wong and chamber staff Lily Frutos attended.
74. Oct. 27 – Community Relation Commission Meeting @ El Encanto. Every last Wed. of each month 7 – 9 pm
75. Oct. 30– The Atlantic Times Square Grand Opening & Ribbon for Johnny Rockets. Chamber board attended and staff Daniel Kim.
76. Oct. 30 – Yogen Fruz (Chamber member) "Saturday only" Free 100% recycled grocery tote bags for Halloween nite.
77. Oct. 31 – St. Stephen's School (Chamber member) "Spooktacular Harvest Halloween Event".
78. Nov. 2 – The Atlantic Times Square Grand Opening & Ribbon for "Lees Sandwiches. Chamber board attended and staff Daniel Kim.
79. Nov. 6 - Optimist Club Meeting @ El Encanto (Chamber members) Every 1st and 3rd Sat. of the month 9 – 11 am
80. Nov. 10 - Art & Culture Commission Meeting @ El Encanto Every 2nd Wed. of the month 7 – 9 pm.
81. Nov. 16 – Monterey Park Chamber, Environmental Commission, Pacific Asian Consortium in Employment (Pace) El Encanto (Chamber Office) 5:30 to 7:00 PM.
82. Nov. 20 - Optimist Club Meeting @ El Encanto (Chamber members) Every 1st and 3rd Sat. of the month 9 – 11 am
83. December 1 - The Atlantic Times Square Grand Opening & Ribbon Cutting for Gatten Sushi. Chamber board attended and staff Daniel Kim.
84. Dec. 2 – Score Counseling at El Encanto (Chamber Office)
85. Dec. 4 - Nov. 6 - Optimist Club Meeting @ El Encanto (Chamber members) Every 1st and 3rd Sat. of the month 9 – 11 am
86. Dec. 4 – LA Pan American Optimist Club (Chamber member) Christmas Toy Drive @ El Encanto (Chamber office)
87. Dec. 8 - Art & Culture Commission Meeting @ El Encanto Every 2nd Wed. of the month 7 – 9 pm.
88. Dec. 16 - Score Counseling at El Encanto (Chamber Office)

Annual Report
2010

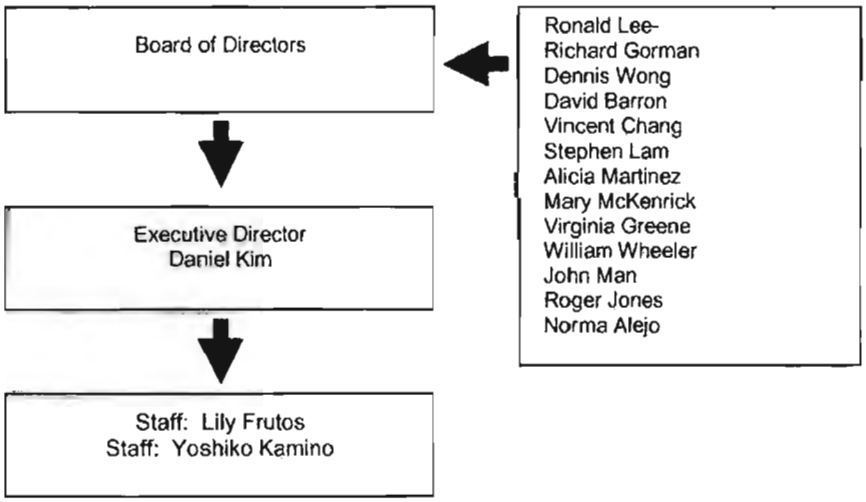
2010-2011 Goals

Monterey Park Chamber's main goal this year Is to have a valuable and updated website. This year our goal is to retain 80%+ members while acquiring 3+ members per month. The Chamber can achieve this goal by working closely with the Economic Development Department as well as City Licensing Department. To retain members the Chamber plans to have mixers at the members' locations in lieu of El Encanto, which will help promote the business and enable other members and non-members see the business first hand. We also plan to have two different prices for events, one for members and one for non-members. This will give the businesses more incentive to stay as members and encourage non-members to join. Furthermore, getting information and assisting the Economic Development to welcome new businesses in Monterey Park will help better the chances of new membership. Working closely with our city to strengthen real relationships with businesses will also help increase the retention rate and new membership rate. The Monterey Park Chamber of Commerce will also be hosting more events that are not normally held, such as Miss Monterey Park and joint mixers with multiple chambers of commerce. We will also create an actual Monterey Park Chamber of Commerce-City of Monterey Park Business Directory and much more.

Print	Sign	Date

Annual Report
2010

Listing Board Members and Committee Members



Key personal for contact:

Monterey Park Chamber Staff

Daniel Kim- Executive Director-	951-310-7363
Lily Frutos- Staff	626-570-9429
Yoshiko Kamino- Staff	626-570-9429

Monterey Park Chamber Executive Board of Director

Vincent Chang, President	213-268-5663
Alicia Martinez, Vice-President	323-787-9860
Virginia Greene, Secretary	323-304-7300
Dennis Wong, Treasurer	626-688-9138

Exhibit A

Income		
City Grant		40,000
Membership Dues		21,280
Program Service Revenue		
Certificates of Origin	8,215	
Consulate & Invite Letters	2,150	
Delegation Visits	6,050	
Mailers	200	
Networking Luncheons	1,707	
Total Program Service Revenue		18,322
Rental Income		
Rents Received	14,049	
Less Rental Expenses	930	
Net Rental Income		13,119
Fundraising Income		
Fundraising Revenue	20,367	
Fundraising Expenses		
Entertainment	1,500	
Food	5,269	
Payouts	2,885	
Supplies	1,482	
Other	640	
Net Fundraising Income		8,591
Total Income		101,312

Expenses			
Payroll Expenses			
Wages	47,604		
Payroll Taxes	5,104		
Total Payroll Expenses		52,708	
Program Expenses			
Certificates,Gifts, Plaques	887		
Delegation Visits Expense	3,084		
Networking Luncheons Expenses	1,097		
Program Postage	908		
Supplies	579		
Total Program Expenses		6,555	
Office Expenses			
Bookkeeping	3,283		
Insurance			
Directors and Officers Ins.	953		
Liability Insurance	720		
Workers Comp	589		
Miscellaneous	1,730		
Office Supplies	1,282		
Office Postage	624		
Rent	8,450		
Telephone & Internet	2,781		
Total Office Expenses		20,412	
Total Expenses			79,675
Net Income			21,637

AGREEMENT BETWEEN THE MONTEREY PARK REDEVELOPMENT AGENCY AND THE MONTEREY PARK CHAMBER OF COMMERCE

This AGREEMENT BETWEEN THE MONTEREY PARK REDEVELOPMENT AGENCY AND THE MONTEREY PARK CHAMBER OF COMMERCE ("**Agreement**") is made and entered into as of the 15th of June 2011 by and between the MONTEREY PARK REDEVELOPMENT AGENCY, a municipal corporation ("**AGENCY**"), and the MONTEREY PARK CHAMBER OF COMMERCE, an IRC 501(c)(6) non-profit organization ("**CHAMBER**"). The parties to this Agreement are sometimes collectively referred to as the "**Parties**."

1. **RECITALS.** This Agreement is entered into by the Parties with reference to the following facts and objectives:

a. CHAMBER was founded in 1937 and provides service to the business community;

b. CHAMBER seeks a private-public partnership with the Monterey Park Redevelopment Agency for purposes of eliminating blight and improving public welfare through increased economic development;

c. CHAMBER desires to create a vibrant local economy that will benefit AGENCY in terms of business attraction, retention and expansion;

d. CHAMBER sees its role as being AGENCY's partner in carrying out programs and activities to support and encourage businesses to conduct their activities within the City; and

e. AGENCY seeks a strong and effective CHAMBER and finds it is in the public interest to retain AGENCY to provide the services identified in this Agreement.

2. **SERVICES PROVIDED BY CHAMBER TO AGENCY.**

a. CHAMBER agrees to maintain and operate a chamber of commerce in the City of Monterey Park as set forth Exhibit "A" ("SERVICES").

b. CHAMBER must provide SERVICES to AGENCY'S satisfaction and take all steps that are necessary and appropriate for performing the SERVICES and this Agreement. Satisfaction of the AGENCY will be determined in its sole, absolute, and unfettered discretion.

c. The CHAMBER must perform the SERVICES in accordance with attached Exhibit "A," which is incorporated by reference.

d. Exhibit A In case of any conflict between this Agreement and its attachments, the body of Agreement takes precedence over Exhibit A.

3. RESPONSIBILITIES OF CHAMBER.

a. CHAMBER must perform and carry out this Agreement and the SERVICES, including without limitation, ~~Exhibit A~~the following:

i. CHAMBER represents that it employs or will employ at its own expense, all personnel necessary for the satisfactory performance of SERVICES in accordance with this Agreement. If additional personnel are needed above and beyond what CHAMBER projects to meet AGENCY specifications, any costs incurred thereby must be borne solely by CHAMBER.

ii. CHAMBER represents that the SERVICES will be performed by the CHAMBER, or personnel under its direct supervision, and that all personnel engaged in such work are fully qualified and are authorized and permitted under applicable State and local law to perform such tasks and services.

iii. CHAMBER must work closely with the AGENCY's liaison representative who may review and approve CHAMBER's work.

iv. CHAMBER designates as its representative for supervision of the tasks and services required by this Agreement, the following: Mr. Daniel Kim, Director. CHAMBER's representative cannot be replaced by the CHAMBER without AGENCY's prior written approval.

v. CHAMBER must comply with all applicable Federal, State, and local laws, ordinances and regulations.

vi. CHAMBER cannot make changes to the character or extent of the work required by this Agreement, except as may be authorized in writing by AGENCY.

4. RESPONSIBILITIES OF AGENCY.

a. AGENCY should cooperate with CHAMBER in carrying out the work of the Agreement without undue delay.

b. AGENCY designates as its representative for supervision of the tasks and services required by this Agreement, the following: Donna Ramirez, Economic Development.

c. AGENCY agrees to defer past due payments of $29,400 for rents up to and including December 2008 with rent of El Encanto to be paid interest free beginning 2014. Payments by CHAMBER must be made as follows:

Month/Year	Amount/month	Total
Jan – Dec, 2014	$500	$6,000
Jan – Dec, 2015	$500	$6,000
Jan – Dec, 2016	$500	$6,000

Jan – Dec, 2017	$500	$6,000
Jan – Oct, 2018	$500	$5,000
Nov, 2018	$400	400

5. TERM OF AGREEMENT AND EXTENSION.

a. The Parties intend that this Agreement be retroactively effective, commencing on January 1, 2011, and terminating on December 31, 2011 ("**Term**").

b. The Term may be extended up to two (2) additional one-year extensions provided there is mutual agreement in writing by and between both Parties. This provision cannot be deemed or interpreted in any way to be an evergreen provision.

c. The provisions of this Section are subject to the termination provisions set forth in this Agreement.

6. FINANCIAL PAYMENTS.

a. AGENCY agrees to pay CHAMBER for performing the SERVICES in an amount up to thirty-six thousand dollars ($36,000) for the Term of the Agreement ("**Payments**").

b. AGENCY will pay the Payments to CHAMBER each calendar quarter in installments of ten thousand dollars ($9,000) each. The first payment will be made by AGENCY after execution of this Agreement. For the three remaining installments, CHAMBER must submit quarterly invoices for payment in accordance with the scope of services identified in Exhibit A.

c. If the Term is extended, the amount of Payments for each annual extension are as follows:

Yr/Quarter	*First*	*Second*	*Third*	*Fourth*	*Total*
2011	**$9,000**	**$9,000**	**$9,000**	**$9,000**	**$36,000**
2012	$8,000	$8,000	$8,000	$8,000	$32,000
2013	$7,500	$7,500	$7,500	$7,500	$30,000

7. REPORTS.

a. The Quarterly Reports are due within 15 days of the end of each quarter of March, June, September, and December 2011.

b. Annual Report is due within 15 days of the end of 4th 2011. (See Scope of Services)

8. TERMINATION OR SUSPENSION OF AGREEMENT.

a. This Agreement may be terminated in its entirety:

i. By mutual consent of both parties in writing; and/or

ii. By either Party with ninety (90) days advance written notice to the other Party without cause.

b. In the event of termination of this Agreement by AGENCY, CHAMBER may continue to work through the date of termination. Upon termination, AGENCY may, but is not required to, pay CHAMBER for the reasonable value of the services provided up to the time of such termination. Upon receiving a notice of termination, CHAMBER must exercise all reasonable controls to terminate all activity and mitigate further costs to the AGENCY.

i. AGENCY may prorate all payment items provided in this Agreement to represent the amount of work completed as of the termination date.

ii. CHAMBER must keep adequate records to substantiate the cost claimed and provide copies of original time cards.

iii. Before receiving the pro rata payments upon discontinuation, suspension or termination, CHAMBER must deliver all data or other materials requested by AGENCY to AGENCY.

9. **INSURANCE.**

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

Type of Insurance	Limits
Commercial general liability:	$1,000,000
Professional Liability	$1,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement

b. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name AGENCY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such

that any other insurance that may be carried by AGENCY 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 to AGENCY.

c. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CHAMBER will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CHAMBER for all claims made by AGENCY arising out of any errors or omissions of CHAMBER, or its officers, employees or agents during the time this Agreement was in effect.

d. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

e. CHAMBER will furnish to AGENCY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by AGENCY 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."

f. Should CHAMBER, for any reason, fail to obtain and maintain the insurance required by this Agreement, AGENCY may obtain such coverage at CHAMBER's expense and deduct the cost of such insurance from payments due to CHAMBER under this Agreement or terminate.

g. Self Insured Retention/Deductibles. All policies required by this Agreement must allow AGENCY, as additional insured, to satisfy the self-insured retention ("SIR") and deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the AGENCY Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should AGENCY pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, AGENCY may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by AGENCY due to the breach.

10. **INDEMNIFICATION.**

a. **CHAMBER agrees to the following:**

i. ***Indemnification for Professional Services.*** **CHAMBER will save harmless and indemnify and at AGENCY's request reimburse defense costs for AGENCY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CHAMBER or any of CHAMBER's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from AGENCY's sole negligence or willful misconduct.**

ii. ***Indemnification for other Damages.*** **CHAMBER indemnifies and holds AGENCY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from AGENCY's sole negligence or willful misconduct. Should AGENCY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CHAMBER will defend AGENCY (at AGENCY's request and with counsel satisfactory to AGENCY) and will indemnify AGENCY for any judgment rendered against it or any sums paid out in settlement or otherwise.**

b. For purposes of this section "AGENCY" includes AGENCY's officers, officials, employees, agents, representatives, and certified volunteers.

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

d. The requirements as to the types and limits of insurance coverage to be maintained by CHAMBER as required by Section 9, and any approval of said insurance by AGENCY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CHAMBER pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

11. **INDEPENDENT CONTRACTOR.** AGENCY and CHAMBER agree that CHAMBER will act as an independent contractor and will have control of all work and the manner in which is it performed. CHAMBER will be free to contract for similar service to be performed for other employers while under contract with AGENCY.

CHAMBER is not an agent or employee of AGENCY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits AGENCY provides for its employees. Any provision in this Agreement that may appear to give AGENCY the right to direct CHAMBER as to the details of doing the work or to exercise a measure of control over the work means that CHAMBER will follow the direction of the AGENCY as to end results of the work only.

12. CONFLICTS OF INTEREST.

a. No officer or employee of AGENCY may have any interest, direct or indirect, in this Agreement or the proceeds thereof during his/her tenure with the AGENCY or for a period of one (1) year thereafter.

b. CHAMBER covenants that it has, at the time of executing this Agreement, no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement, nor will it acquire any such interest at any time during such performance of services. CHAMBER further covenants that during the performance of this Agreement, no Person having any such interest may be employed by the CHAMBER.

c. AGENCY and CHAMBER covenant and agree that to their best knowledge, no member of AGENCY's Board of Directors, nor any officer or employee of AGENCY has any interest, whether contractual, non contractual, financial or otherwise direct or indirect, in this Agreement or in the business of subcontracting work required under this Agreement; and that if any such interest comes to the attention of either party at any time during the performance of this Agreement, a full and complete disclosure of such information must be made in writing to the other party, even if such interest would not be considered a conflict of interest under applicable laws and CHAMBER must take such action as required by law to eliminate the conflict of interest.

d. CHAMBER covenants that it has not employed or retained any person or company to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or company any fee, commission, percentage, brokerage fee, gift, or other compensation, contingent upon or resulting from the award of making of this Agreement. For breach or violation of this covenant, the AGENCY has the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

e. CHAMBER cannot disseminate mailers, flyers, newsletters, magazines or any other written materials that exceed 200 in number that contain Agency Board member's names, pictures, or likenesses except the Agency Board member's name may be listed in a letterhead format subject to approval by the Agency.

13. NOTICES/INVOICES.

All notices required or contemplated by this Agreement must be in writing and delivered to the respective party as set forth in this section. Communications are

deemed to be effective upon the first to occur of: (a) actual receipt by an Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

AGENCY	CHAMBER
Donna Ramirez	Daniel Kim, Director
Economic Development Department	Monterey Park Chamber of Commerce
320 West Newmark Avenue	700 El Mercado Ave
Monterey Park, CA 91754	Monterey Park, CA 91754

14. **AUDIT OF RECORDS.** CHAMBER will maintain full and accurate records with respect to all services and matters covered under this Agreement. AGENCY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CHAMBER will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

15. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CHAMBER and AGENCY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CHAMBER's or AGENCY's obligations under this Agreement.

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

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

18. **PUBLICATION OF DOCUMENTS.** Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CHAMBER to any other person or public AGENCY without AGENCY's prior written approval. All press releases, including graphic display information to be published in newspapers or

magazines, will be approved and distributed solely by AGENCY, unless otherwise provided by written agreement between the parties.

19. **TAXPAYER IDENTIFICATION NUMBER.** CHAMBER will provide AGENCY with a Taxpayer Identification Number.

20. **NON-APPROPRIATION OF FUNDS**. Payments due and payable to CHAMBER for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the AGENCY. In the event the AGENCY has not appropriated sufficient funds for payment of CHAMBER services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

21. **MODIFICATION.** No alteration, change or modification of the terms of the Agreement will be valid unless made in writing and signed by both Parties hereto and approved by appropriate action of AGENCY. AGENCY's executive director may exercise this authority on behalf of AGENCY.

22. MISCELLANEOUS.

a. AGENCY and CHAMBER each binds itself and its partners, successors and assigns to the other party to this Agreement and to the partners, successors and assigns of such other party with respect to all covenants of this Agreement.

b. Neither AGENCY nor CHAMBER may assign, sublet, or transfer its interest in this Agreement.

c. Records of the CHAMBER expenses pertaining to the project and the performance of all services under this Agreement, and records of accounts between the AGENCY and the CHAMBER must be kept on a generally recognized accounting basis and be available to the AGENCY or its authorized representative at mutually convenient times for inspection.

d. No waiver of any breach of this Agreement can be held to be a waiver of any other subsequent breach. All remedies afforded in this Agreement must be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of the AGENCY to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the CHAMBER of any of the provisions, therefore, cannot be construed to be a waiver of such provisions nor in anyway affect the validity of this Agreement or any part thereof or the right of AGENCY to thereafter enforce each and every such provision.

e. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, are not affected and each provision of this Agreement is valid and enforceable to the fullest extent permitted by law.

f. The interpretation, validity, and enforcement of this Agreement will be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Los Angeles.

g. Each of the Parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

h. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

i. All attached Exhibits form material parts of this Agreement.

j. This Agreement cannot be modified orally or in any manner other than by an agreement in writing signed by both parties.

k. This Agreement may be executed in duplicate counterparts, each of which is deemed an original.

l. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

AGENCY

MONTEREY PARK REDEVELOPMENT AGENCY

Signature: _____

Name: Paul Talbot

Title: EXECUTIVE DIRECTOR

Date: _____

CHAMBER

MONTEREY PARK CHAMBER OF COMMERCE

Signature: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Signature: _____

By: Vickie Banando

Title: Agency Secretary

Date: _____

APPROVED AS TO FORM:

Signature: _____

By: Mark D. Hensley

Title: City Attorney

Date: _____

Exhibit A

ATTACHMENT I
Scope of Services

The CHAMBER agrees to fulfill the following goals and objectives:

1. Quarterly/Annual Evaluations and Audits:
   a. The CHAMBER agrees to provide a quarterly report on activities completed by the CHAMBER for that quarter. The report shall contain quantifiable information and whenever possible and documentation such as flyers, pictures, videos, of the activities or events. The reports are due on the following dates:

	Due Date	For Quarter
First quarter report	April 15th	Jan 1—March 31
Second quarter report	July 15th	April 1 – June 30
Third quarter report	Sept 15th	July 1 – Sept 30
Fourth quarter report	January 15th	Oct 1 – Dec 31
Annual Report	January 30th	

   b. CHAMBER agrees to provide an annual financial report demonstrating that the CHAMBER is improving its financial health by showing progressive payments to pay down the debts and increasing revenues through membership recruitment or fund raisers.
   c. The CHAMBER agrees that the AGENCY may audit the financial records of the CHAMBER at any time with 24 hour notice.
   d. CHAMBER agrees to meet with the AGENCY officials twice a year under a "Dialogue with the AGENCY" program,
2. CHAMBER partnership with the AGENCY:
   a. The CHAMBER agrees to promote, advance, preserve and protect the business interests in the City
   b. The CHAMBER agrees to educate the businesses through workshops and seminars
   c. The CHAMBER agrees to represent the business members in the City, county, regional, state and national levels
   d. The CHAMBER agrees to develop and promote programs and activities that are designed to strengthen and expand the businesses of its members and to improve the quality and quantity of the businesses in the community, and
   e. The CHAMBER agrees to assist new businesses to set up their business within the City of Monterey Park.
3. CHAMBER Staffing
   a. The CHAMBER agrees to hire a part time Executive Director to plan and manage daily operations of the office and to effectively implement activities to achieve the goals and objectives of the CHAMBER.
   b. The Executive Director shall have a 4 year college degree and/or a combination of experience and education that supports the knowledge and skills required for the position. Such skills will include but not be limited to a demonstration of leadership capabilities, as well as experience with fundraising and event management.

4. CHAMBER Administration
   a. The CHAMBER agrees to strive to be a strong and viable independent entity
   b. The CHAMBER agrees to provide services to support its members and the business community.
   c. The CHAMBER agrees to provide a viable set of procedures to process payments and receipts of funds
   d. The CHAMBER agrees to provide financial checks and balances in order to achieve a balanced budget each year
5. CHAMBER Membership Drives
   a. The CHAMBER agrees to aggressively conduct annual membership drives to increase the number of members to raise funds to fund CHAMBER activities.
   b. The CHAMBER agrees to set as its target the following schedule for the next 5 years for increasing its membership:

1st year	12 - completed
2nd year	24 - completed
3rd year	36
4th year	36
5th year	36
Total	144

6. CHAMBER Networking & Business Promotional Activities
   a. The CHAMBER agrees to organize monthly business luncheons for a total of 12 annually.
   b. The CHAMBER agrees to organize a minimum of one mixer per calendar quarter.
   c. The CHAMBER agrees to organize a minimum of 4 events in partnership with the AGENCY for the purpose of funding raising and/or promoting the CHAMBER and City of Monterey Park which could include:
      i. Organizing and hosting the annual Mayor's Breakfast
      ii. Organizing and hosting the annual Top Sales Tax Producers Business Award Breakfast
      iii. Organizing and hosting the Brokers Breakfast
      iv. Organizing and hosting at least 4 business seminars or workshops for the benefit of the business community.
      v. Working in partnership with the AGENCY and/or City Commissions to organize and host 2 cultural events honoring the ethnic diversity of the City of Monterey Park.
      vi. Producing at least 4 products to promote and market the City of Monterey Park and its businesses locally, regionally, and globally, which could include:
         (1) Create a "Shop in Monterey Park" campaign brochure,
         (2) Create a map and/or Directory

7. CHAMBER and Member Promotional Activities
   a. The CHAMBER agrees to set up a website to promote the CHAMBER, its members, and its activities.
   b. The CHAMBER agrees to attend local business functions to promote the CHAMBER and its members.
   c. The CHAMBER agrees to participate in community events to promote the CHAMBER and its members.
   d. The CHAMBER agrees to proactively approach local businesses to promote it and also encourage the businesses to join the CHAMBER.
   e. The CHAMBER agrees to develop an e-newsletter by 2011.
8. Other CHAMBER Obligations
   a. The CHAMBER will serve as the voice of the Monterey Park area business community
   b. The CHAMBER will provide business education programs
   c. The CHAMBER will provide business promotion and advertisement programs
   d. The CHAMBER will provide employment matchmaking opportunities
   e. The CHAMBER will provide updates on government rules and regulations relating to businesses
   f. The CHAMBER will provide business networking opportunities
   g. The CHAMBER will serve as a liaison between members and local, county, state, and federal governments in matters effecting businesses within Monterey Park.
   h. The CHAMBER will provide marketing and promotion of new businesses in the City of Monterey Park, including ground breaking ceremonies or grand opening ceremonies and articles in the Cascades Newspaper and other local publications
   i. The CHAMBER will serve as a resource and answer business inquiries from within and outside of the City and interact with the press on behalf of local businesses.

EXHIBIT E

MONTEREY PARK CHAMBER OF COMMERCE

700 El Mercado Ave. • P.O. Box 387 • Monterey Park, CA 91754 • Phone (626) 570-9429 • Fax: (626) 570-9491
E-mail Address: mpccusa@yahoo.com • www.montereyparkchamber.org

Date: May 12, 2014

Members of the Oversight Board to the Successor Agency
To the Former Redevelopment Agency

The Monterey Park Chamber of Commerce is a non-profit 501c organization that has been in operation since 1937. Our core function is to promote the business community of the City of Monterey Park. We have a Board of Directors which consists of 15 volunteer members and 1 paid office manager.

The Chamber weathered the Great Recession of 2008 and 2009 and is currently increasing the membership and providing more services to our Chamber Members.

The Chamber had an agreement with the City of Monterey Park from 2009- 2013 to financially assist the Monterey Park Chamber of Commerce. The City of Monterey Park had to void the agreement at the end of 2011 because of the termination of the Community Redevelopment Agency. Unfortunately, the Chamber lost two years of funding for years 2012 and 2013. We are currently not getting any funding from city or development agency.

In the same agreement, there was a debt that owed to the City of Monterey Park by the chamber for non-payment of rent for 2005, 2006 and 2007 for the amount of $29,400.00. During that time the Chamber was closed and there were no lease agreement base on our record.

The Chamber is asking for forgiveness of the loan from the city due to the tremendous financial burden it would place on the Chamber. The Chamber does not have the resources to pay this debt as we are in the process of rebuilding the Monterey Park Chamber of Commerce with limited funding.

Thank you for your consideration regarding the repayment of the loan to the city.

Sincerely,

John Man

John Man, President
Monterey Park Chamber of Commerce

City Council Staff Report

DATE: July 16, 2014

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

TO: The Honorable Mayor and City Council

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

SUBJECT: Warrant Register for the City of Monterey Park of **July 16, 2014**

RECOMMENDATION:

It is recommended that the City Council:

(1) Approve payment of warrants and adopt Resolution No. _____ allowing certain claims and demands per Warrant Register dated **July 16, 2014 totaling $1,038,877.89** 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 **299410-299699**

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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 **$1,038,859.73.**

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
16TH DAY OF JULY 2014
TOTALING $1,038,877.89 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	$	402,078.51
State Gas Tax Fund		46,454.07
Bike Route Fund		30,000.00
Sewer Fund		1,205.69
Refuse Fund		13,840.55
City Shop Fund		56,597.10
General Liability Fund		2,272.49
Technology Internal Service Fund		31,839.40
Payroll Clearing Account		3,422.22
Public Safety Impact Fee		142.14
Special Deposits Fund		37,201.61
Water Fund		34,510.33
Water Treatment Fund		191,000.38
OPA Proposition A		5,921.22
Measure R Fund		26,846.53
Library Tax Fund		4,748.11
STC Standards/Training/Corrections		152.31
POST		1,468.36
El Civic Education Grant		5,826.65
Home Housing Program		7,028.45
Recreation Fund		7,129.55
Asset Forfeiture		10,260.46
Cal Library Literacy Svc Grant		98.67
CDBG Fund		56,465.50
Maintenance District 93-1		6,243.63
Used Oil Recycling Block Grant		712.50
SR Pedestrian & Bicycle Safety		2,828.20
Maintenance Grant (075)		1,698.44
ELAC Contributions		2,888.24
ELAC Instructional Serv Prog		418.57
LA Astronomical Society Grant		38,877.30
Merged Capital Projects		18.16
City/Housing Successor Agency		8,682.55
TOTAL	$	1,038,877.89

PASSED, APPROVED AND ADOPTED THE 16TH DAY OF JULY 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.
CITY COUNCIL OF THE)
CITY OF MONTEREY PARK)

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

ATTACHMENT 1
Warrant Register

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ACCOUNTEMPS	0010-801-1403-31950	740.16	TEMPORARY STAFFING SERVICES		299410	
	0010-801-1403-31950	740.16	TEMPORARY STAFFING SERVICES		299410	
						1,480.32
AT & T MOBILITY (DBA)	0010-801-3230-32050	106.54	FIRE EOC SATELLITE PHONE		299428	
						106.54
BARRIO PLANNERS, INC	0346-801-5003-91750	2,888.24	TRANSIT CTR LANDSCAPE DESIGN	80574	299411	
	0109-801-5001-91750	1,811.76	TRANSIT CTR LANDSCAPE DESIGN		299411	
						4,700.00
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	659.88	WATER SERVICE		299412	
						659.88
CHARTER COMMUNICATIONS	0010-801-6003-38400	476.80	INTERNET/CABLE SERVICE		299413	
	0010-801-6003-38400	476.80	INTERNET/CABLE SERVICE		299413	
						953.60
COLLISION AND INJURY DYNAMICS, INC.	0062-801-5101-35650	2,000.00	ACCIDENT INVESTIGATION SERVICE		299414	
						2,000.00
DIRECTV,LLC	0010-801-3230-32050	168.96	EOC SERVICES		299415	
						168.96
EBSCO SUBSCRIPTION SERVICES	0010-801-6002-40500	5,618.00	LIBRARY-SUBSCRIPTION	80607	299416	
						5,618.00
GABRIEL ESCARSEGA	0136-801-3101-33250	150.00-	VOID CHECK		299022	
						150.00-
FREEWAY TOWING, INC	0075-450-0075-08200	5,240.00-	VOID CHECK		295873	
						5,240.00-
	0075-450-0075-08200	5,240.00	REFUND-CONCRETE BOND (TRUST)		299417	
						5,240.00
HOMEBOY SILK SCREEN	0010-801-6503-22300	244.20	AQUATIC DEPT. T-SHIRTS		299418	
						244.20
HOUSING RIGHTS CENTER	0169-801-2201-41200	10,000.00	FAIR HOUSING		299429	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						10,000.00
TIM JOHNSON	0136-801-3101-33250	150.00-	VOID CHECK		299056	
						150.00-
LES PETITS CHANTEURS DU MONT-ROYAL	0010-801-6508-31990	300.00	4TH OF JULY PERFORMANCE		299419	
						300.00
LOS ANGELES COUNTY REGISTRAR	0010-801-4212-31600	75.00	EXEMPT FEE		299420	
						75.00
MERCI	0169-801-5002-96050	42,150.00	COMMUNITY PROGRAM	80608	299430	
						42,150.00
MONTEREY PARK PETTY CASH	0092-801-4220-39300	52.00	PETTY CASH-PARKING PERMIT		299421	
	0010-801-3120-39700	77.47	PETTY CASH-SUPPLIES		299421	
	0075-450-0075-08550	20.03	PETTY CASH-KEYS (TRUST)		299421	
	0010-801-3205-39400	5.00	PETTY CASH-FIRE TRAINING		299421	
	0092-801-4222-39300	90.00	PETTY CASH-CERTIFICATE		299421	
	0010-801-3210-22750	8.18	PETTY CASH-REFRESHMENTS		299421	
	0010-801-3103-33100	17.50	PETTY CASH-PARKING		299421	
	0349-801-3201-39400	28.07	PETTY CASH-REFRESHMENTS		299421	
	0010-801-3210-23400	16.34	PETTY CASH-SUPPLIES		299421	
	0010-801-3205-22310	75.21	PETTY CASH-UNIFORM		299421	
	0010-801-3230-39400	23.06	PETTY CASH-REFRESHMENTS		299421	
	0092-801-4222-23400	5.43	PETTY CASH-SUPPLIES		299421	
	0092-801-4222-31950	11.60	PETTY CASH-POSTAGE		299421	
	0092-801-4222-23400	32.66	PETTY CASH-SUPPLIES		299421	
	0330-801-3102-33100	80.00	PETTY CASH-PARKING		299421	
	0010-801-3102-22750	49.02	PETTY CASH-SUPPLIES		299421	
	0010-801-1403-39400	17.92	PETTY CASH-MILEAGE		299421	
						609.49
PARTYLINE EVENTS	0010-801-6508-39720	374.54	4TH OF JULY EQUIPMENT RENTAL		299422	
						374.54

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PYRO SPECTACULARS, INC.	0075-450-0075-08600	13,500.00	4TH OF JULY DISPLAY (TRUST)		299423	
						13,500.00
SPRINT CORPORATION	0010-801-3115-38400	1,353.66	POLICE DATA SERVICE		299424	
						1,353.66
CODAY STEVEN	0010-801-3103-33100	10.00	PETTY CASH-PARKING		299425	
	0010-801-3114-21250	48.55	PETTY CASH-SUPPLIES		299425	
	0010-801-3103-33100	20.00	PETTY CASH-PARKING		299425	
	0160-801-3101-39400	35.00	PETTY CASH-TRAINING		299425	
	0160-801-3101-39400	45.00	PETTY CASH-TRAINING		299425	
	0160-801-3101-39400	45.00	PETTY CASH-TRAINING		299425	
	0010-801-3101-22670	84.67	PETTY CASH-REFRESHMENTS		299425	
	0075-450-0075-08420	50.00	PETTY CASH-EE OF MONTH (TRUST)		299425	
	0160-801-3103-22800	70.00	PETTY CASH-K9 LICENSE		299425	
	0010-801-3103-38400	18.40	PETTY CASH-SUPPLIES		299425	
	0010-801-3103-24100	1.04	PETTY CASH-KEY		299425	
						427.66
TUFF SHED, INC.	0010-801-5002-88560	6,786.85	STORAGE SHED	80603	299426	
						6,786.85
VERIZON WIRELESS	0010-801-1702-32050	5.98	WIRELESS VOICE/DATA SERVICE		299427	
	0010-801-1703-32050	5.28	WIRELESS VOICE/DATA SERVICE		299427	
	0010-801-1701-32050	0.41	WIRELESS VOICE/DATA SERVICE		299427	
	0092-801-4222-32050	152.02	WIRELESS VOICE/DATA SERVICE		299427	
	0160-801-3115-38400	38.03	WIRELESS VOICE/DATA SERVICE		299427	
	0010-801-3104-21200	7.37	WIRELESS VOICE/DATA SERVICE		299427	
	0010-801-6001-32050	104.82	WIRELESS VOICE/DATA SERVICE		299427	
						313.91
	TOTAL FOR PREPAID WARRANTS					**91,522.61**

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
3M LIBRARY SYSTEMS CONTRACT	0010-801-6004-22450	2,168.89	ANNUAL BOOK CHECK		299443	
	0131-801-6004-38400	311.00	ANNUAL BOOK CHECK		299443	
	0010-801-6001-21250	13.11	ANNUAL BOOK CHECK		299443	
						2,493.00
A & D TRANSPORTATION LP	0109-801-4201-31950	488.25	CHARTER BUS RECREATION PROGRAM		299444	
						488.25
ACCOUNTEMPS	0010-801-1403-31950	555.12	TEMPORARY STAFFING SERVICES		299445	
	0010-801-1403-31950	740.16	TEMPORARY STAFFING SERVICES		299445	
						1,295.28
ADMINISTRATIVE SOFTWARE	0142-801-6005-38400	2,160.00	SOFTWARE MAINTENANCE		299446	
						2,160.00
ADVANCE PEST TERMITE CONTROL	0010-801-3113-38100	39.00	PEST CONTROL		299447	
						39.00
ADVANCED BATTERY SYSTEMS, INC.	0160-850-4211-54050	1,833.55	FLEET PARTS		299448	
	0060-801-4211-23500	215.89	FLEET PARTS-UNIT 002	80442	299448	
						2,049.44
ADVANCED ELECTRONICS	0160-801-3103-22750	138.26	POLICE RADIO PARTS		299449	
						138.26
AFFILIATED SYSTEMS, INC.	0010-801-1801-31900	1,856.00	PRE-EMPLOYMENT/DMV/DOT PHYS.		299450	
						1,856.00
AFRICAN AMERICAN PUBLICATIONS (DBA)	0075-450-0075-08270	650.90	BOOKS (2) (TRUST)		299451	
						650.90
AGENCIES TOOL CENTER	0060-801-4211-54300	568.36	FLEET TOOLS		299452	
						568.36
ALHAMBRA MUNICIPAL COURT	0010-701-0010-03620	7,536.32	CITATION PROCESSING		299453	
						7,536.32
ALPHACARD	0010-801-3230-39400	112.63	FIRE HOLOPATCH CARD		299454	
						112.63

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AMTECH ELEVATOR SERVICES	0010-801-6001-38100	686.97	ELEVATOR MAINTENANCE		299455	
						686.97
MARIA ANDRADES	0010-701-0010-07430	13.00	REFUND-BOOK		299456	
						13.00
ARAMARK UNIFORM & CAREER APPAREL, I	0010-801-3210-39050	58.05	FIRE UNIFORM SERVICES	80437	299457	
	0010-801-3210-39050	15.25	FIRE UNIFORM SERVICES	80437	299457	
	0010-801-3210-39050	2.41	FIRE UNIFORM SERVICES	80437	299457	
	0010-801-3210-39050	15.25	FIRE UNIFORM SERVICES	80437	299457	
	0010-801-3210-39050	38.79	FIRE UNIFORM SERVICES	80437	299457	
						129.75
BRENT ARCHIBALD	0330-801-3102-33100	75.00	POLICE TRAINING		299458	
	0330-801-3102-33100	135.00	POLICE TRAINING		299458	
	0330-801-3102-33100	45.00	POLICE TRAINING		299458	
	0330-801-3102-33100	359.00	POLICE TRAINING		299458	
						614.00
ASTRO PLUMBING SUPPLY CO (DBA)	0010-801-4210-23300	349.89	PLUMBING SUPPLIES	80119	299459	
	0010-801-4210-23300	173.86	PLUMBING SUPPLIES	80119	299459	
	0010-801-4210-23300	155.97	PLUMBING SUPPLIES	80119	299459	
	0010-801-4210-23300	205.57	PLUMBING SUPPLIES	80119	299459	
	0010-801-4210-38100	539.67	PLUMBING SUPPLIES		299459	
	0010-801-4210-38100	87.30	PLUMBING SUPPLIES		299459	
	0010-801-4210-38100	93.12	PLUMBING SUPPLIES		299459	
	0010-801-4210-38100	3,346.15	PLUMBING SUPPLIES		299459	
	0010-801-4210-38100	82.63	PLUMBING SUPPLIES		299459	
	0010-801-4210-38100	46.95	PLUMBING SUPPLIES		299459	
	0010-801-4210-38100	275.24	PLUMBING SUPPLIES		299459	
						5,356.35
AUTOZONE WEST, INC	0060-801-4211-23500	179.85	FLEET PARTS		299460	
	0060-801-4211-23500	362.96	FLEET PARTS		299460	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AUTOZONE WEST, INC	0060-801-4211-23500	191.80	FLEET PARTS-UNIT 242		299460	
	0060-801-4211-23500	359.70	FLEET PARTS		299460	
	0060-801-4211-23500	104.57	FLEET PARTS		299460	
	0060-801-4211-22250	845.34	FLEET SUPPLIES		299460	
	0060-801-4211-22250	588.60	FLEET SUPPLIES		299460	
						2,632.82
AVOCET ENVIRONMENTAL, INC.	0093-801-4227-31950	1,292.25	WATER QUALITY CONSULTING	80183	299461	
						1,292.25
BACKFLOW APPARATUS & VALVE CO	0092-801-4221-23700	504.67	WATER SUPPLIES	80178	299462	
	0092-801-4221-23700	125.00	WATER SUPPLIES	80178	299462	
	0092-801-4221-23700	391.75	WATER SUPPLIES	80178	299462	
						1,021.42
ROBERT BARRERA	0330-801-3102-33100	170.65	POLICE TRAINING		299463	
						170.65
BLACK & WHITE EMERGENCY VEHICLES	0160-850-4211-54050	2,421.44	FLEET CONVERSION		299464	
						2,421.44
BOY SCOUTS OF AMERICA	0075-450-0075-08420	560.00	POLICE EXPLORER GAMES (TRUST)		299465	
						560.00
BRODART COMPANY	0010-801-6002-40500	5,313.75	LIBRARY SUBSCRIPTION SERVICES	80612	299466	
						5,313.75
BURRO CANYON SHOOTING PARK DBA	0010-801-3103-38400	120.00	POLICE RANGE FEE		299467	
						120.00
CALGON CARBON CORPORATION	0093-801-4230-23300	44,480.00	WATER TREATMENT	80596	299468	
	0093-801-4230-23300	17,440.00	WATER TREATMENT	80596	299468	
	0093-801-4230-23300	34,880.00	WATER TREATMENT	80596	299468	
	0093-801-4230-23300	17,440.00	WATER TREATMENT	80596	299468	
	0093-801-4229-23300	5,400.00	WATER TREATMENT	80598	299468	
	0093-801-4229-23300	44,480.00	WATER TREATMENT	80598	299468	
	0093-801-4229-23300	17,440.00	WATER TREATMENT	80598	299468	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						181,560.00
CALIFA	0010-801-6003-38400	100.00	LIBRARY SUBSCRIPTION		299469	
						100.00
CALIFORNIA ASSOC. OF CODE	0010-801-1702-39300	75.00	COMM DEVELOPMENT-MEMBERSHIP		299470	
	0010-801-1702-39300	75.00	COMM DEVELOPMENT-MEMBERSHIP		299470	
	0010-801-1702-39300	75.00	COMM DEVELOPMENT-MEMBERSHIP		299470	
						225.00
CALIFORNIA CONTRACT CITIES ASSOCIAT	0010-801-1201-39300	18.50	CCCA CITY MANAGER MEETING		299471	
						18.50
CALIFORNIA MUNICIPAL	0010-801-1501-39300	100.00	CMTA MEMBERSHIP		299472	
	0010-801-1403-39300	55.00	CMTA MEMBERSHIP		299472	
						155.00
CALOX, INC	0010-801-3210-22750	29.75	FIRE MEDICAL SUPPLIES	80226	299473	
	0010-801-3210-22750	21.25	FIRE MEDICAL SUPPLIES	80226	299473	
						51.00
CAMINO REAL CHEVROLET	0060-801-4211-38400	350.00	FLEET REPAIR/PARTS-UNIT 031	80004	299474	
	0060-801-4211-23500	11.28	FLEET REPAIR/PARTS-UNIT 964	80004	299474	
						361.28
CANON SOLUTIONS AMERICA, INC	0010-801-1301-31950	35.68	COPIER MAINTENANCE		299475	
	0060-801-4211-38400	34.09	COPIER MAINTENANCE	80005	299475	
						69.77
CAPT. JASON HOSEA	0075-450-0075-08630	150.00	REFUND-SECURITY DEPOSIT(TRUST)		299476	
						150.00
DAVID CASTELLANO	0330-801-3102-33100	274.53	POLICE TRAINING		299477	
	0330-801-3102-33100	347.99	POLICE TRAINING		299477	
	0330-801-3102-33100	45.00	POLICE TRAINING		299477	
						667.52
CHIEF SPECIAL AGENTS ASSO, INC	0010-801-3101-39350	30.80	POLICE SUPPLIES		299478	

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						30.80
TINA KO CHING	0159-701-0159-07010	118.00	REFUND-RECREATION CLASS		299479	118.00
LINDA CHU	0159-701-0159-07010	118.00	REFUND-RECREATION CLASS		299480	118.00
PHYLLIS CHUCK	0010-701-0010-08025	28.00	REFUND-RECREATION CLASS		299481	28.00
JEANNETTE CHUNG	0010-701-0010-08025	52.00	REFUND-RECREATION CLASS		299482	52.00
CINTAS CORPORATION	0092-801-4221-22310	61.13	WATER UNIFORMS		299483	
	0092-801-4222-22310	113.50	WATER UNIFORMS		299483	
	0092-801-4223-22310	116.26	WATER UNIFORMS		299483	
	0092-801-4221-22310	61.13	WATER UNIFORMS		299483	
	0092-801-4222-22310	113.50	WATER UNIFORMS		299483	
	0092-801-4223-22310	116.26	WATER UNIFORMS		299483	
	0092-801-4221-22310	61.13	WATER UNIFORMS		299483	
	0092-801-4222-22310	113.50	WATER UNIFORMS		299483	
	0092-801-4223-22310	116.26	WATER UNIFORMS		299483	
	0092-801-4221-22310	61.13	WATER UNIFORMS		299483	
	0092-801-4222-22310	113.50	WATER UNIFORMS		299483	
	0092-801-4223-22310	116.26	WATER UNIFORMS		299483	1,163.56
CITATION MANAGEMENT (DBA)	0010-701-0010-03630	2,554.92	PARKING CITATIONS SERVICE		299484	2,554.92
CITY TERRACE SERVICE, INC.	0060-801-3210-38400	588.00	FIRE TOW TRUCK 61		299485	588.00
DANIEL CLINE	0010-801-3220-41100	200.00	REIMBURSEMENT-RENEWAL FEE		299486	200.00
	0075-450-0075-08360	2,500.00	EE COMPUTER PROGRAM (TRUST)		299487	

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,500.00
COMPLETE LANDSCAPE CARE, INC.	0176-801-5002-82520	5,800.00	IRRIGATION MAINTENANCE	80215	299488	
						5,800.00
COMPRISE TECHNOLOGIES, INC.	0010-801-6003-22450	1,211.00	LIBRARY-FILTER BOX & LICENSES		299489	
						1,211.00
COUNTY OF LOS ANGELES	0010-801-3111-31950	9,205.42	SENIOR PET LICENSING	80092	299490	
	0010-701-0010-02420	278.00-	CREDIT-OTHER		299490	
	0010-701-0010-02410	2,085.00-	CREDIT-LICENSE FEES		299490	
						6,842.42
	0075-450-0075-08400	60.00	SENIOR PET LICENSING (TRUST)		299491	
						60.00
CROWN GRAPHICS (DBA)	0160-850-4211-54050	215.10	FLEET DECAL		299492	
	0160-850-4211-54050	906.66	FLEET DECAL		299492	
						1,121.76
DAILY JOURNAL CORPORATION	0043-801-1301-34050	369.60	LEGAL NOTICE		299493	
	0010-801-1301-34050	819.04	LEGAL NOTICE		299493	
	0075-450-0075-08950	165.00	LEGAL NOTICE (TRUST)		299493	
	0010-801-5002-96049	151.20	LEGAL NOTICE		299493	
						1,504.84
DELL MARKETING LP	0010-801-6003-38400	8,503.25	COMPUTER SUPPLIES	80566	299494	
	0010-801-3113-38400	92.64	COMPUTER SUPPLIES		299494	
	0010-801-3113-38400	92.64	COMPUTER SUPPLIES		299494	
	0010-801-6003-38400	6,455.80	COMPUTER & SUPPLIES	80613	299494	
						15,144.33
DIVERSIFIED ALARM SERVICE	0010-801-4210-38100	135.00	ALARM MONITORING SERVICE		299495	
						135.00
EDWARD DOMINGUEZ	0132-801-3101-33300	53.51	POLICE TRAINING		299496	
						53.51
DUKE'S LANDSCAPING INC.	0010-801-4202-31950	349.00	GARDENING SERVICES		299497	

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						349.00
DUNN-EDWARDS CORPORATION	0010-801-4210-23100	74.89	PAINT SUPPLIES		299498	
	0010-801-4210-23100	85.27	PAINT SUPPLIES		299498	
	0010-801-4210-23100	63.60	PAINT SUPPLIES		299498	
	0010-801-4210-23100	30.79	PAINT SUPPLIES		299498	
						254.55
E C CONSTRUCTION CO.	0010-801-5002-88500	6,645.00	POLE INSTALLATION-SO. GARFIELD	80605	299499	
						6,645.00
E.R.S. SECURITY ALARM SYSTEMS,	0075-450-0075-08320	1,997.50	LIBRARY SECURITY SYSTEM(TRUST)		299500	
	0075-450-0075-08320	695.00	LIBRARY SECURITY SYSTEM(TRUST)		299500	
	0010-801-6001-38100	135.00	LIBRARY SECURITY CAMERA SYSTEM		299500	
						2,827.50
EBSCO SUBSCRIPTION SERVICES	0010-801-6002-21350	246.14	LIBRARY SUBSCRIPTIONS		299501	
	0010-801-6002-40000	17.77-	LIBRARY SUBSCRIPTIONS-CREDIT		299501	
	0010-801-6002-40000	2.01-	LIBRARY SUBSCRIPTIONS-CREDIT		299501	
	0131-801-6006-40500	717.24	LIBRARY SUBSCRIPTIONS		299501	
						943.60
EL CAMINO CONSTRUCTION & ENGINEERIN	0075-450-0075-08160	250.00	REFUND-FIRE HYDRANT DEP(TRUST)		299502	
	0093-701-0093-07530	57.26-	WATER USAGE		299502	
						192.74
EMPIRE CLEANING SUPPLY	0010-801-6517-22150	1,285.46	JANITORIAL SUPPLIES	80065	299503	
	0075-450-0075-08320	948.87	JANITORIAL SUPPLIES (TRUST)		299503	
	0075-450-0075-08320	218.97	JANITORIAL SUPPLIES (TRUST)		299503	
	0075-450-0075-08320	41.55	JANITORIAL SUPPLIES (TRUST)		299503	
	0075-450-0075-08320	333.79	JANITORIAL SUPPLIES (TRUST)		299503	
	0075-450-0075-08320	544.66	JANITORIAL SUPPLIES (TRUST)		299503	
	0075-450-0075-08320	99.87	JANITORIAL SUPPLIES (TRUST)		299503	
	0075-450-0075-08320	473.47	JANITORIAL SUPPLIES (TRUST)		299503	
	0010-801-3210-22150	140.52	JANITORIAL SUPPLIES	80249	299503	

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						4,087.16
ENVIROTEK CORPORATION (DBA) ENVIROT	0010-801-4202-23950	741.34	GRAFFITI REMOVAL CHEMICALS		299504	
						741.34
EVOQUA WATER TECHNOLOGIES LLC	0071-801-3210-38400	142.14	WATER SUPPLIES		299505	
						142.14
FARWEST CORROSION CONTROL CO.	0075-450-0075-08160	250.00	REFUND-FIRE HYDRANT DEP(TRUST)		299506	
	0093-701-0093-07530	78.02-	WATER USAGE		299506	
						171.98
FEDERAL EXPRESS CORP.	0344-801-5002-99290	26.83	DELIVERY SERVICE		299507	
	0010-801-1403-32200	30.39	DELIVERY SERVICE		299507	
	0010-801-3205-32200	24.64	DELIVERY SERVICE		299507	
	0092-801-4220-32200	43.48	DELIVERY SERVICE		299507	
	0109-801-4201-22750	24.58	DELIVERY SERVICE		299507	
						149.92
	0010-801-1403-32200	78.68	DELIVERY SERVICE		299508	
						78.68
FEDEX OFFICE PRINTS & SHIP SERVICES	0043-801-1403-39250	1,274.41	2014-15 BUDGET BOOKS & CDS		299509	
	0092-801-1403-39250	1,274.41	2014-15 BUDGET BOOKS & CDS		299509	
						2,548.82
FORD OF MONTEBELLO	0060-801-4211-23500	40.33	FLEET PARTS-UNIT 965		299510	
						40.33
FOUR SEASONS CONSTRUCTION	0152-701-0152-05455	52.25	REPAIR-534 N. CHANDLER AVE.		299511	
	0880-701-0880-05455	222.75	REPAIR-534 N. CHANDLER AVE.		299511	
	0152-701-0152-05455	90.25	REPAIR-534 N. CHANDLER AVE.		299511	
	0880-701-0880-05455	384.75	REPAIR-534 N. CHANDLER AVE.		299511	
	0152-701-0152-05455	95.00	REPAIR-534 N. CHANDLER AVE.		299511	
	0880-701-0880-05455	405.00	REPAIR-534 N. CHANDLER AVE.		299511	
	0152-701-0152-05455	34.20	REPAIR-534 N. CHANDLER AVE.		299511	
	0880-701-0880-05455	145.80	REPAIR-534 N. CHANDLER AVE.		299511	

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
FOUR SEASONS CONSTRUCTION	0152-701-0152-05451	445.50	REPAIR-325 E. POMONA BLVD.		299511	
	0880-701-0880-05451	654.50	REPAIR-325 E. POMONA BLVD.		299511	
	0152-701-0152-05453	385.00	REPAIR-341 E. POMONA BLVD.		299511	
	0152-701-0152-05454	202.50	REPAIR-321 E. POMONA BLVD.		299511	
	0880-701-0880-05454	22.50	REPAIR-321 E. POMONA BLVD.		299511	
	0152-701-0152-05451	60.75	REPAIR-325 E. POMONA BLVD.		299511	
	0880-701-0880-05454	89.25	REPAIR-325 E. POMONA BLVD.		299511	
	0152-701-0152-05453	225.00	REPAIR-341 E. POMONA BLVD.		299511	
	0152-701-0152-05452	141.00	REPAIR-371 E. POMONA BLVD.		299511	
	0880-701-0880-05452	9.00	REPAIR-371 E. POMONA BLVD.		299511	
	0152-701-0152-05452	141.00	REPAIR-371 E. POMONA BLVD.		299511	
	0880-701-0880-05452	9.00	REPAIR-371 E. POMONA BLVD.		299511	
	0152-701-0152-05454	65.25	REPAIR-321 E. POMONA BLVD.		299511	
	0880-701-0880-05454	7.25	REPAIR-321 E. POMONA BLVD.		299511	
	0152-701-0152-05452	68.15	REPAIR-371 E. POMONA BLVD.		299511	
	0880-701-0880-05452	4.35	REPAIR-371 E. POMONA BLVD.		299511	
	0152-701-0152-05452	1,588.60	REPAIR-371 E. POMONA BLVD.		299511	
	0880-701-0880-05452	101.40	REPAIR-371 E. POMONA BLVD.		299511	
	0152-701-0152-05455	323.00	REPAIR-534 N. CHANDLER AVE.		299511	
	0880-701-0880-05455	1,377.00	REPAIR-534 N. CHANDLER AVE.		299511	
						7,350.00
FS CONSTRUCTION	0023-801-5001-89340	30,000.00	ADA RAMPS	80491	299512	
	0022-801-5001-89850	43,275.00	ADA RAMPS	80491	299512	
	0010-801-5002-91525	3,200.00	INSTALLATION MONUMENT		299512	
						76,475.00
FUEL SERV	0060-801-4211-31950	415.74	GAS PUMP REPAIR		299513	
						415.74
MATISIE FUJITSU	0010-701-0010-08025	28.00	REFUND-RECREATION CLASS		299514	
						28.00

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
THE GALE GROUP	0010-801-6002-21350	315.04	BOOK(S) 1		299515	
						315.04
GALLADE CHEMICAL, INC.	0092-801-4222-23300	714.71	WATER CHEMICALS	80170	299516	
	0092-801-4222-23300	453.99	WATER CHEMICALS	80170	299516	
	0092-801-4222-23300	453.99	WATER CHEMICALS	80170	299516	
						1,622.69
DIANA GARCIA	0075-450-0075-08250	100.00	ALA MEMBERSHIP DUES (TRUST)		299517	
	0075-450-0075-08250	93.00	LIBRARY TRAINING (TRUST)		299517	
	0075-450-0075-08320	245.00	LIBRARY TRAINING (TRUST)		299517	
						438.00
GARVEY EQUIPMENT COMPANY	0010-801-3210-38400	32.57	FLEET SUPPLIES	80232	299518	
	0010-801-3210-38400	252.85	FLEET SUPPLIES	80232	299518	
	0010-801-3210-38400	34.25	FLEET SUPPLIES	80232	299518	
	0010-801-6517-24100	48.83	FLEET SUPPLIES	80068	299518	
	0176-801-6516-24100	16.41	FLEET SUPPLIES		299518	
						384.91
ANNA GEE	0010-701-0010-08025	28.00	REFUND-RECREATION CLASS		299519	
						28.00
GOLDEN SUN FIRM & CO INC.	0010-801-5002-91527	44,292.74	BARNES PARK PICNIS SHELTERS	80518	299520	
						44,292.74
GOVCONNECTION INC	0075-450-0075-08270	628.88	COMPUTER EQUIPMENT (TRUST)		299521	
	0010-801-3103-38400	131.06	PRINTER PARTS		299521	
	0063-801-5002-99055	182.65	NETWORK EQUIP. UPGRADE		299521	
	0063-801-5002-99055	277.31	NETWORK EQUIP. UPGRADE		299521	
	0063-801-5002-99055	1,274.21	NETWORK EQUIP. UPGRADE		299521	
						2,494.11
GRAINGER	0010-801-4210-38400	456.66	ELECTRICAL SUPPLIES	80129	299522	
	0010-801-4210-23700	32.44	ELECTRICAL SUPPLIES	80129	299522	
	0092-801-4210-23050	388.04	ELECTRICAL SUPPLIES	80129	299522	

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						877.14
GRAND PRIX TIRE & AUTO CENTER	0060-801-4211-38400	60.00	FLEET TIRES-UNIT 981	80013	299523	
						60.00
LISA MARIE GREENWOOD	0010-701-0010-07430	3.17	REFUND-BOOK		299524	
						3.17
JIE GUO	0159-801-6507-31930	5,577.00	INSTRUCTOR-RECREATION CLASS		299525	
						5,577.00
H & H AUTO PARTS WHOLESALE	0060-801-4211-38410	75.73	FLEET PARTS		299526	
	0060-801-4211-38410	195.02	FLEET PARTS		299526	
	0060-801-4211-23500	49.60	FLEET PARTS-UNIT 016		299526	
	0060-801-4211-23500	99.43	FLEET PARTS		299526	
	0060-801-4211-23500	191.37	FLEET PARTS-UNITS 014 & 976		299526	
	0060-801-4211-23500	9.16	FLEET PARTS		299526	
	0060-801-4211-23500	23.63	FLEET PARTS		299526	
	0060-801-4211-23500	87.75	FLEET PARTS		299526	
	0060-801-4211-23500	27.56	FLEET PARTS		299526	
	0060-801-4211-23500	56.89	FLEET PARTS		299526	
	0060-801-4211-23500	33.44	FLEET PARTS		299526	
	0060-801-4211-23500	42.39	FLEET PARTS		299526	
	0060-801-4211-23500	435.91	FLEET PARTS		299526	
	0060-801-4211-23500	196.00	FLEET PARTS		299526	
	0060-801-4211-23500	99.43	FLEET PARTS-UNIT 899		299526	
	0060-801-4211-23500	198.86-	FLEET PARTS-CREDIT		299526	
	0060-801-4211-23500	35.97-	FLEET PARTS-CREDIT		299526	
	0060-801-4211-23500	86.33-	FLEET PARTS-CREDIT		299526	
	0060-801-4211-23500	134.20-	FLEET PARTS-CREDIT		299526	
						1,167.95
PHAN LE HA	0159-701-0159-07010	65.00	REFUND-RECREATION CLASS		299527	
						65.00

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HAAKER EQUIPMENT COMPANY	0042-801-4204-23700	551.32	FLEET PARTS		299528	
	0042-801-4204-23700	109.00	FLEET PARTS		299528	
						660.32
HACH COMPANY (AKA ELE	0092-801-4222-23300	126.33	WATER ANALYSIS SUPPLIES	80164	299529	
						126.33
MATT HALLOCK	0349-801-3201-39400	390.50	FIRE-TRAINING		299530	
						390.50
HANSON AGGREGATES	0110-801-4202-23600	1,616.64	STREET SUPPLIES		299531	
	0110-801-4202-23600	563.64	STREET SUPPLIES		299531	
						2,180.28
HAROLD'S KEY SHOP, INC.	0060-801-4211-38410	305.20	KEY/LOCK SERVICES		299532	
	0010-801-4210-38100	382.77	KEY/LOCK SERVICES		299532	
	0075-450-0075-08320	754.00	KEY/LOCK SERVICES (TRUST)		299532	
						1,441.97
JILL HEFFRON	0010-701-0010-08025	52.00	REFUND-RECREATION CLASS		299533	
						52.00
HENSLEY LAW GROUP	0075-450-0075-09201	1,160.00	LEGAL-MARKET PLACE (TRUST)		299534	
	0010-801-1704-31950	348.00	LEGAL-MARRIOTT		299534	
	0010-801-1601-31600	58.00	LEGAL-GENERAL LITIGATION		299534	
	0010-801-1601-31600	87.00	LEGAL-CA DEPT OF FINANCE		299534	
	0075-450-0075-09201	145.00	LEGAL-TOWNE CENTRE (TRUST)		299534	
	0010-801-1601-31600	1,073.00	LEGAL-GENERAL LITIGATION		299534	
	0010-801-1601-31600	20,000.00	LEGAL-GENERAL SERVICES		299534	
	0010-801-1601-31600	4,437.00	LEGAL-VILLA GARFIELD		299534	
						27,308.00
HERITAGE OPERATING LP (DBA) PROFLAM	0060-801-4211-22250	453.50	FLEET PROPANE	80038	299535	
	0060-801-4211-22250	6.24-	FLEET PROPANE-CREDIT	80038	299535	
						447.26
HECTOR HERNANDEZ	0075-450-0075-08360	1,088.91	EE COMPUTER PROGRAM (TRUST)		299536	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,088.91
BENANCIO HERRERA JR.	0010-801-6505-23910	605.91	LANGLEY LOBBY GAME TABLES		299537	
						605.91
HOME DEPOT CREDIT SERVICES	0092-801-4210-23050	10.70	HARDWARE SUPPLIES		299538	
	0092-801-4210-23050	210.61	HARDWARE SUPPLIES		299538	
	0092-801-4210-23050	20.69	HARDWARE SUPPLIES		299538	
	0010-801-6517-23050	11.55	HARDWARE SUPPLIES	80070	299538	
	0010-801-6517-22400	13.89	HARDWARE SUPPLIES	80070	299538	
	0092-801-4222-23700	21.11	HARDWARE SUPPLIES	80161	299538	
	0092-801-4210-23050	21.97	HARDWARE SUPPLIES		299538	
	0092-801-4210-23050	68.29	HARDWARE SUPPLIES		299538	
	0092-801-4210-23050	184.61	HARDWARE SUPPLIES		299538	
	0022-801-4206-23900	168.73	HARDWARE SUPPLIES		299538	
	0042-801-4204-23700	69.43	HARDWARE SUPPLIES		299538	
	0010-801-4202-23950	137.99	HARDWARE SUPPLIES		299538	
	0010-801-6502-31150	118.19	HARDWARE SUPPLIES		299538	
	0010-801-6517-22400	31.39	HARDWARE SUPPLIES	80070	299538	
	0092-801-4210-23050	13.02	HARDWARE SUPPLIES		299538	
	0092-801-4210-23050	43.13	HARDWARE SUPPLIES		299538	
						1,145.30
IDENTIFIX, INC	0060-801-4211-31950	1,812.60	DIAGNOSTIC SERVICE		299539	
						1,812.60
ILLINOIS LIBRARY ASSOCIATION	0131-801-6006-22450	664.80	READING PROGRAM SUPPLIES		299540	
						664.80
INDUSTRIAL PIPE & STEEL	0092-801-4222-23400	44.68	FLEET SUPPLIES		299541	
						44.68
INDUSTRIAL SAFETY SHOE CO.	0010-801-6517-22300	218.00	SAFETY BOOTS-C. REYES	80071	299542	
						218.00
INFOTEL DISTRIBUTORS (DBA)	0142-801-6005-38400	189.99	COMPUTER EQUIPMENT		299543	

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						189.99
INTERLOG CONSTRUCTION	0010-801-5002-91528	6,137.00	ELDER/HIGHLANDS PICNIC SHELTER	80517	299544	
	0010-801-5002-91529	6,137.00	ELDER/HIGHLANDS PICNIC SHELTER	80517	299544	
	0010-801-5004-91525	84,787.50	ELDER/HIGHLANDS ADA IMPROVEMEN	80503	299544	
						97,061.50
IRON MOUNTAIN OFF-SITE DATA	0010-801-1403-31700	289.14	COMPUTER TAPE STORAGE	80319	299545	
						289.14
	0010-801-1403-31700	288.00	COMPUTER TAPE STORAGE	80319	299546	
						288.00
JCL BARRICADE COMPANY	0042-801-4204-23700	268.84	STREET SAFETY SUPPLIES		299547	
	0022-801-4206-24100	155.11	STREET SAFETY SUPPLIES		299547	
	0010-801-4206-23100	1,480.77	STREET SAFETY SUPPLIES		299547	
	0010-801-4206-23100	1,224.61	STREET SAFETY SUPPLIES		299547	
						3,129.33
JHM SUPPLY INC	0010-801-6517-22100	101.48	PARKS SUPPLIES		299548	
						101.48
JOHN L. HUNTER & ASSOC.,INC.	0043-801-4203-31950	3,119.50	NPDES SERVICES	80524	299549	
	0184-801-4208-31950	712.50	USED OIL PROGRAM	80352	299549	
						3,832.00
ROBERT JULIAN	0330-801-3102-33100	135.00	POLICE TRAINING		299550	
	0330-801-3102-33100	45.00	POLICE TRAINING		299550	
	0330-801-3102-33100	250.00	POLICE TRAINING		299550	
						430.00
JWA URBAN CONSULTANTS INC	0152-801-2206-31850	3,111.00	CONSULTING SERVICES		299551	
	0169-801-2201-31850	4,315.50	CONSULTING SERVICES		299551	
	0880-801-2207-31950	5,250.00	CONSULTING SERVICES		299551	
	0010-801-1701-31950	11,638.50	CONSULTING SERVICES		299551	
						24,315.00
GWEN KISHIDA	0010-801-6003-22450	254.90	TECHNICAL SUPPLIES		299552	

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
GWEN KISHIDA	0131-801-6001-39250	209.99	COMPUTER SUPPLIES		299552	
	0142-801-6005-22750	96.24	COMPUTER SUPPLIES		299552	
	0163-801-6005-21350	96.73	COMPUTER SUPPLIES		299552	
	0010-801-6003-22450	123.44	TECHNICAL SUPPLIES		299552	
	0010-801-6002-40000	22.17	BOOK REPLACEMENT		299552	
	0142-801-6005-22750	33.16	COMPUTER SUPPLIES		299552	
	0075-450-0075-08270	7.84	COMPUTER SUPPLIES		299552	
						844.47
KOA CORPORATION	0110-801-5001-91929	6,437.50	TRAFFIC SIGNAL MAINTENANCE	80599	299553	
	0110-801-5001-91929	11,562.50	TRAFFIC SIGNAL MAINTENANCE	80599	299553	
						18,000.00
YUE XIA KUANG	0010-701-0010-07430	15.28	REFUND-BOOK		299554	
						15.28
L.B.I. AIR, INC.	0060-801-3210-38400	666.17	FIRE REPAIRS-ENGINE 062		299555	
	0060-801-3210-38400	629.87	FIRE REPAIRS-ENGINE 064		299555	
						1,296.04
LANDMARK FENCE & GATE CO. INC.	0092-801-4222-23400	695.00	FENCE REPAIR		299556	
						695.00
LEARNINGEXPRESS, LLC	0142-801-6005-40500	3,169.00	LIBRARY-DATABASE SERVICE	80614	299557	
						3,169.00
LE LI	0010-701-0010-07630	35.00	REFUND-RECREATION CLASS		299558	
						35.00
LIEBERT CASSIDY WHITMORE	0010-801-1601-31600	780.20	LEGAL-GENERAL		299559	
	0010-801-1601-31600	1,194.00	LEGAL-POA MEET & CONFERENCE		299559	
						1,974.20
LIFE SAFETY CONSULTING & ENGINEERIN	0010-701-0010-06330	562.50	FIRE PLAN CHECK		299560	
	0010-701-0010-06330	375.00	FIRE PLAN CHECK		299560	
						937.50
LIFE-ASSIST INC	0010-801-3220-24200	2,318.24	FIRE MEDICAL SUPPLIES	80250	299561	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LIFE-ASSIST INC	0010-801-3220-22350	1,931.75	FIRE MEDICAL SUPPLIES	80250	299561	
						4,249.99
THE LIGHTHOUSE INC (DBA)	0060-850-4211-54100	2,403.29	FLEET CONVERSION		299562	
	0092-850-4211-54100	2,027.62	FLEET CONVERSION		299562	
	0060-850-4211-54100	812.49	FLEET CONVERSION		299562	
						5,243.40
LOGAN SUPPLY CO., INC.	0092-801-4222-23400	123.76	WATER SUPPLIES/TOOLS	80188	299563	
						123.76
LONG BEACH BMW MOTORCYCLES (DBA)	0060-801-4211-38400	524.64	FLEET REPAIR-UNIT 048	80021	299564	
						524.64
LOS ANGELES COUNTY DEPT. OF	0010-801-4206-41100	1,470.08	TRAFFIC SIGNAL MAINTENANCE	80054	299565	
	0010-801-4206-41100	2,869.87	TRAFFIC SIGNAL MAINTENANCE		299565	
	0010-801-4206-41100	574.28	TRAFFIC SIGNAL MAINTENANCE		299565	
						4,914.23
LOS ANGELES COUNTY SHERIFF'S DEPART	0010-801-3113-22600	966.50	PRISONER MEALS		299566	
						966.50
LOST WEST	0010-801-5002-91542	4,415.82	EROSION CONTROL-LA LOMA PARK		299567	
						4,415.82
M & C WELDING	0060-801-4211-23500	1,572.00	FLEET CONVERSION	80022	299568	
						1,572.00
MAIN SAN GABRIEL BASIN	0010-801-4212-39300	25.00	PUBLIC WORKS LUNCHEON		299569	
						25.00
MARIPOSA LANDSCAPES, INC	0010-801-6517-22100	150.00	LANDSCAPE MAINTENANCE		299570	
	0010-801-6517-22100	2,300.00	LANDSCAPE MAINTENANCE		299570	
	0010-801-6517-22100	1,670.00	LANDSCAPE MAINTENANCE		299570	
	0010-801-6517-22100	1,400.00	LANDSCAPE MAINTENANCE		299570	
						5,520.00
MARUSON TECHNOLOGY CORP.	0092-801-4222-23400	981.00	WATER SUPPLIES		299571	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						981.00
MATCO TOOLS (DBA)	0060-801-4211-24100	84.52	FLEET TOOLS		299572	
	0060-801-4211-24100	35.37	FLEET TOOLS		299572	
						119.89
MATT CHLOR INC.	0092-801-4222-23300	323.45	WATER CHEMICAL SUPPLIES	80154	299573	
	0092-801-4222-23300	153.65	WATER CHEMICAL SUPPLIES	80154	299573	
						477.10
ERLINDA MEDINA	0132-801-3101-33300	49.40	POLICE TRAINING		299574	
	0132-801-3101-33300	49.40	POLICE TRAINING		299574	
						98.80
METROPOLITAN TRANSPORTATION	0109-801-6511-41200	2,857.80	LANGLEY TAP CARD SALES	80506	299575	
						2,857.80
MIDORI GARDENS	0344-801-5002-99290	354.00	IRRIGATION REPAIR	80535	299576	
	0010-801-6517-22100	126.00	IRRIGATION REPAIR		299576	
	0010-801-6517-23300	1,031.27	IRRIGATION REPAIR		299576	
	0010-801-6517-23300	435.40	IRRIGATION REPAIR		299576	
	0010-801-6517-23300	175.00	IRRIGATION REPAIR		299576	
						2,121.67
MIDWEST TAPE	0010-801-6002-40500	590.73	DVD(S) 27		299577	
	0010-801-6002-21350	237.83	DVD(S) 17		299577	
	0010-801-6002-21350	117.95	DVD(S) 5		299577	
	0010-801-6002-40500	471.69	DVD(S) 31		299577	
	0010-801-6002-40500	119.94	DVD(S) 6		299577	
	0010-801-6002-40500	249.81	DVD(S) 19		299577	
	0010-801-6002-40500	49.98	DVD(S) 2		299577	
	0010-801-6002-40500	111.95	DVD(S) 5		299577	
	0010-801-6002-40500	134.96	DVD(S) 4		299577	
	0010-801-6002-40500	244.93	DVD(S) 7		299577	
	0010-801-6002-40500	234.94	DVD(S) 6		299577	

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MIDWEST TAPE	0010-801-6002-40500	19.99	DVD(S) 1		299577	
	0010-801-6002-40500	29.99	DVD(S) 1		299577	
	0010-801-6002-40500	19.99	DVD(S) 1		299577	
	0010-801-6002-40500	6.99	DVD(S) 1		299577	
						2,641.67
MISSION SUPER HARDWARE	0092-801-4222-23400	18.16	HARDWARE SUPPLIES		299578	
	0092-801-4222-23400	57.44	HARDWARE SUPPLIES		299578	
	0010-801-6517-23050	62.41	HARDWARE SUPPLIES	80076	299578	
	0010-801-3210-38400	134.00	HARDWARE SUPPLIES	80248	299578	
	0010-801-3210-38400	20.68	HARDWARE SUPPLIES	80248	299578	
	0010-801-3230-22150	271.00	HARDWARE SUPPLIES	80248	299578	
	0010-801-3230-39400	154.90	HARDWARE SUPPLIES	80248	299578	
	0010-801-6517-23050	280.18	HARDWARE SUPPLIES	80076	299578	
	0010-801-6517-23050	63.29	HARDWARE SUPPLIES	80076	299578	
	0010-801-6517-23050	14.27	HARDWARE SUPPLIES	80076	299578	
						1,076.33
MONOPRICE, INC	0010-801-3114-21250	124.82	COMPUTER SUPPLIES		299579	
						124.82
MOTOROLA SOLUTIONS C/O ADVANCED ELE	0160-801-3103-22750	2,247.10	POLICE RADIO SERVICE	80585	299580	
						2,247.10
MR. ROOTER PLUMBING (DBA)	0010-801-4210-38100	632.00	PLUMBING SERVICES	80557	299581	
	0010-801-4210-38100	2,528.00	PLUMBING SERVICES	80557	299581	
	0010-801-4210-38100	676.74	PLUMBING SERVICES		299581	
	0010-801-4210-38100	2,945.00	PLUMBING SERVICES		299581	
	0010-801-4210-38100	3,445.00	PLUMBING SERVICES		299581	
						10,226.74
CHIU-SHIU MUI	0010-701-0010-08025	52.00	REFUND-RECREATION CLASS		299582	
						52.00
MUNICIPAL EMERGENCY SERVICES, INC.	0010-801-3210-22300	24,000.00	FIRE PROTECTIVE EQUIPMENT	80231	299583	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MUNICIPAL EMERGENCY SERVICES, INC.	0010-801-3210-22300	1,706.68	FIRE PROTECTIVE EQUIPMENT		299583	
	0010-801-3210-24150	208.72	FIRE PROTECTIVE EQUIPMENT		299583	
	0010-801-3210-21300	62.46	FIRE PROTECTIVE EQUIPMENT		299583	
						25,977.86
MYERS TIRE SUPPLY	0060-801-4211-23500	892.77	FLEET TIRES		299584	
						892.77
NATIONAL ASSOC. OF TOWN WATCH	0010-801-3120-39700	491.59	NATIONAL NIGHT OUT SUPPLIES		299585	
						491.59
NATIONAL EMBLEM INC	0010-801-4209-22300	165.68	UNIFORM PATCHES		299586	
						165.68
NATIONAL IMPRINT CORPORATION	0010-801-3120-39700	255.57	POLICE-CRB SUPPLIES		299587	
						255.57
NEC BUSINESS NETWORK SOLUTIONS	0010-801-3112-38400	1,652.72	PHONE LINE MAINTENANCE	80096	299588	
						1,652.72
NED R HEALY & CO	0060-801-4211-23500	139.86	FLEET SUPPLIES	80031	299589	
	0060-801-4211-23500	33.83	FLEET SUPPLIES	80031	299589	
	0060-801-4211-23500	105.16	FLEET SUPPLIES	80031	299589	
	0060-801-4211-23500	16.87	FLEET SUPPLIES		299589	
						295.72
NORMAN'S NURSERY INC	0010-801-6517-23050	1,434.44	PARK SUPPLIES	80077	299590	
	0010-801-6517-23050	87.20	PARK SUPPLIES	80077	299590	
						1,521.64
CELIA NUNEZ	0010-701-0010-08025	35.00	REFUND-RECREATION CLASS		299591	
						35.00
O'REILLY AUTO PARTS	0060-801-4211-22250	55.56	FLEET PARTS		299592	
	0060-801-4211-23500	21.71	FLEET PARTS		299592	
						77.27
OCLC, INC	0131-801-6003-31700	991.75	LIBRARY CATALOGING SERVICE		299593	

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						991.75
OFFICE DEPOT INC.	0010-801-3114-21350	350.97	OFFICE SUPPLIES		299594	
	0010-801-3114-21350	99.38	OFFICE SUPPLIES	80097	299594	
	0010-801-3114-21250	594.03	OFFICE SUPPLIES		299594	
	0010-801-3114-21250	3.88	OFFICE SUPPLIES		299594	
	0010-801-3114-21250	434.80	OFFICE SUPPLIES		299594	
	0010-801-3114-21250	434.80	OFFICE SUPPLIES		299594	
	0010-801-3114-21250	370.10	OFFICE SUPPLIES		299594	
	0010-801-3230-21300	39.70	OFFICE SUPPLIES	80251	299594	
	0010-801-3210-22650	90.46	OFFICE SUPPLIES	80251	299594	
	0010-801-3210-22650	90.46-	OFFICE SUPPLIES-CREDIT	80251	299594	
	0010-801-3210-22650	100.00	OFFICE SUPPLIES	80251	299594	
	0010-801-3210-21300	37.48	OFFICE SUPPLIES	80251	299594	
	0010-801-3210-21300	69.69	OFFICE SUPPLIES	80251	299594	
	0010-801-3210-21300	20.12	OFFICE SUPPLIES	80251	299594	
	0010-801-3210-21300	18.03	OFFICE SUPPLIES	80251	299594	
	0010-801-1101-21350	59.90	OFFICE SUPPLIES		299594	
	0010-801-1101-21350	46.65	OFFICE SUPPLIES		299594	
	0010-801-4212-21300	166.38	OFFICE SUPPLIES		299594	
	0010-801-4212-21300	5.56	OFFICE SUPPLIES		299594	
	0010-801-4212-21300	5.56-	OFFICE SUPPLIES-CREDIT		299594	
	0010-801-4212-21300	12.73	OFFICE SUPPLIES		299594	
	0010-801-4212-21300	41.91	OFFICE SUPPLIES		299594	
	0010-801-4212-21300	3.20	OFFICE SUPPLIES		299594	
	0010-801-4212-21300	43.16	OFFICE SUPPLIES		299594	
	0010-801-4212-21300	10.85	OFFICE SUPPLIES		299594	
						2,957.76
OFFICE SOLUTIONS	0010-801-1403-22750	397.53	OFFICE SUPPLIES	80318	299595	
	0010-801-1403-22750	387.02	OFFICE SUPPLIES		299595	

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE SOLUTIONS	0010-801-1403-22750	20.15	OFFICE SUPPLIES		299595	
	0010-801-1403-22750	21.10	OFFICE SUPPLIES		299595	
	0010-801-1403-22750	34.31	OFFICE SUPPLIES		299595	
	0010-801-1403-22750	58.86	OFFICE SUPPLIES		299595	
						918.97
PARKHOUSE TIRE, INC.	0060-801-4211-23500	392.08	FLEET TIRES	80035	299596	
						392.08
PAUL PARVINJAH	0010-701-0010-07430	13.00	REFUND-BOOK		299597	
						13.00
PEARSON EDUCATION	0142-801-6005-40000	178.26	BOOK(S) 10		299598	
						178.26
PENINSULA LIBRARY SYSTEM	0075-450-0075-08250	75.00	LIBRARY TRAINING (TRUST)		299599	
						75.00
PERFORMANCE TRUCK & TRAILER	0092-850-4211-54920	877.06	FLEET CONVERSION		299600	
	0092-801-4211-54920	877.06	FLEET CONVERSION		299600	
						1,754.12
THE PHONE GUY	0010-801-3210-38400	327.50	PHONE LINE REPAIR-STATION 62		299601	
						327.50
PIRTEK COMMERCE SOUTH (DBA)	0060-801-4211-38400	62.22	FLEET PARTS	80036	299602	
						62.22
PITNEY BOWES GLOBAL FINANCIAL SERVI	0092-801-1408-37200	1,017.14	MAIL MACHINES RENTAL	80267	299603	
	0092-801-1408-37200	310.48	MAIL MACHINES RENTAL		299603	
						1,327.62
PITNEY BOWES INC	0010-801-1408-38400	214.70	MAILING SUPPLIES		299604	
						214.70
PLUMBERS DEPOT INC	0042-801-4204-23700	207.10	SEWER SUPPLIES	80140	299605	
						207.10
POLLARDWATER.COM (DBA)	0092-801-4222-23300	1,178.98	WATER PARTS		299606	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,178.98
CLARA PON	0010-701-0010-08025	28.00	REFUND-RECREATION CLASS		299607	28.00
PREFERRED ALLIANCE INC	0010-801-1801-31900	84.00	DRIVER TESTING		299608	84.00
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22300	34.42	UNIFORMS	80039	299609	
	0060-801-4211-22300	34.42	UNIFORMS	80039	299609	
	0060-801-4211-22150	27.23	SHOP RAGS	80039	299609	
	0010-801-3210-22150	18.98	SHOP RAGS	80039	299609	
	0060-801-4211-22150	27.23	SHOP RAGS	80039	299609	
	0010-801-3210-22150	18.98	SHOP RAGS	80039	299609	161.26
PVP COMMUNICATIONS INC	0010-801-3112-38400	1,153.22	POLICE-RADIO EQUIPMENT REPAIR		299610	1,153.22
PYRO-COMM SYSTEMS, INC	0010-801-6001-38100	135.00	LIBRARY FIRE ALARM		299611	135.00
QUILL CORPORATION	0010-801-3205-39250	220.47	OFFICE SUPPLIES		299612	220.47
R S D REFRIGERATION	0010-801-4210-23700	251.60	AIR CONDITIONING PARTS		299613	
	0010-801-4210-23700	11.72	AIR CONDITIONING PARTS	80143	299613	263.32
R. M. BODY SHOP	0060-801-4211-38450	1,178.59	FLEET REPAIR-UNIT 094	80040	299614	1,178.59
MARGARET RAMIREZ	0010-801-1301-31950	25.00	PHOTO SERVICES		299615	25.00
RAND MCNALLY & COMPANY	0010-801-3115-38400	2,530.00	POLICE DIGITAL DATA	80583	299616	2,530.00
RED WING SHOE STORES	0010-801-4209-22300	197.08	SAFETY BOOTS-S. SHERMAN	80144	299617	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						197.08
CHRIS J REYES	0075-450-0075-08360	2,383.84	EE COMPUTER PROGRAM (TRUST)		299618	
						2,383.84
JOYCE REYES	0010-701-0010-08025	35.00	REFUND-RECREATION CLASS		299619	
						35.00
ARTHUR ROUSSEAU	0136-801-3101-33250	45.00	POLICE POST TRAINING		299620	
						45.00
S C FUELS (DBA)	0060-801-4211-22250	14,662.28	FUEL-06/14	80042	299621	
	0060-801-4211-22250	14,593.00	FUEL-06/14	80042	299621	
						29,255.28
SAFETY KLEEN SYSTEM, INC.	0060-801-4211-38400	332.68	FLEET PARTS	80417	299622	
						332.68
RUSSELL SALINAS	0136-801-3101-33250	64.36	POLICE POST TRAINING		299623	
						64.36
SANDE EQUIPMENT COMPANY, INC.	0010-801-4202-23950	49.27	GRAFFITI REMOVAL SUPPLIES		299624	
						49.27
SEA WEST ENTERPRISES, INC.	0502-801-5002-91747	38,877.30	GARVEY RANCH DOME	80559	299625	
						38,877.30
SHRED-IT LOS ANGELES	0010-801-3114-38400	186.44	SHREDDING SERVICES		299626	
						186.44
WING SHUM	0010-801-3205-39400	350.00	FIRE TRAINING		299627	
						350.00
SIGMANET, INC	0010-801-3115-38400	4,642.69	COMPUTER SUPPLIES	80589	299628	
	0063-801-5002-99064	5,823.00	EMAIL SEVER SOFTWARE UPGRADE	80594	299628	
	0063-801-5002-99064	3,943.00	EMAIL SEVER SOFTWARE UPGRADE	80594	299628	
	0063-801-5002-99064	17,839.86	EMAIL SEVER SOFTWARE UPGRADE	80594	299628	
	0063-801-5002-99064	2,499.37	EMAIL SEVER SOFTWARE UPGRADE	80594	299628	
						34,747.92

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
JAY SILVERMAN	0330-801-3102-33100	75.00	POLICE TRAINING		299629	
	0330-801-3102-33100	491.03	POLICE TRAINING		299629	
	0330-801-3102-33100	45.00	POLICE TRAINING		299629	
						611.03
SMS INC	0010-801-3115-38400	682.00	SERVER MAINTENANCE		299630	
						682.00
SNAP-ON INDUSTRIAL, A DIVISION OF I	0060-801-4211-38400	88.95	FLEET TOOLS	80043	299631	
	0060-801-4211-38400	223.91	FLEET TOOLS	80043	299631	
	0060-801-4211-38400	110.43	FLEET TOOLS	80043	299631	
						423.29
SONG OF SONGS MUSIC STUDIO (DBA)	0159-801-6507-31910	62.05	INSTRUCTOR-RECREATION CLASS		299632	
						62.05
SOURCE GRAPHICS, INC	0010-801-3230-21350	82.95	FIRE SUPPLIES		299633	
						82.95
SOUTH COAST AIR QUALITY	0060-801-4211-31950	119.76	EMISSIONS FEES		299634	
	0060-801-4211-31950	1,180.69	AQMD FEES		299634	
						1,300.45
SOUTHERN CALIFORNIA LIBRARY COOPERA	0131-801-6006-31950	1,000.00	LIBRARY INTERNSHIP		299635	
						1,000.00
TRAVIS STARK	0010-801-1801-39400	276.00	TUITION REIMBURSEMENT		299636	
	0075-450-0075-08360	2,500.00	EE COMPUTER PROGRAM (TRUST)		299636	
						2,776.00
STATE CONTROLLER'S OFFICE	0022-801-4202-31950	1,781.98	ANNUAL STREET REPORT		299637	
						1,781.98
STATUS ONE MEDICAL INC	0010-801-1802-22750	30.74	FIRST AID SUPPLIES		299638	
						30.74
BRIAN STOTHERS	0330-801-3102-33100	75.00	POLICE TRAINING		299639	
	0330-801-3102-33100	135.00	POLICE TRAINING		299639	
	0330-801-3102-33100	45.00	POLICE TRAINING		299639	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						255.00
TODD STUART	0010-701-0010-07050	51.00	REFUND-PICNIC RESERVATION		299640	
						51.00
SUN BADGE COMPANY	0010-801-3210-22310	499.94	FIRE BADGES		299641	
	0010-801-3210-22750	35.90	FIRE BADGES		299641	
						535.84
TANK SPECIALISTS OF CALIFORNIA	0060-801-4211-31950	1,270.00	WATER TESTING		299642	
						1,270.00
TARGET SPECIALTY PRODUCTS	0176-801-6516-23050	304.74	PARK SUPPLIES	80081	299643	
						304.74
TITO AUTO TRIM (DBA)	0060-801-4211-38400	140.00	FLEET PARTS-UNIT 952	80046	299644	
						140.00
TOM'S CLOTHING & UNIFORMS INC	0010-801-3101-22320	185.41	UNIFORMS-S. NISHIMURA	80101	299645	
	0075-450-0075-08420	408.59	UNIFORMS-PD EXPLORER (TRUST)		299645	
	0010-801-3103-22310	456.66	UNIFORMS-T. DUENAS		299645	
	0010-801-3103-22310	195.22	UNIFORMS-T. DUENAS		299645	
	0010-801-3210-22310	49.05	UNIFORMS-J. CHAPMAN	80247	299645	
	0010-801-3210-22310	188.99	UNIFORMS-R. BLAKE	80247	299645	
	0010-801-4209-22300	300.00	UNIFORMS-R. SANDOVAL	80206	299645	
						1,783.92
MURIEL TORII	0010-701-0010-08025	35.00	REFUND-RECREATION CLASS		299646	
						35.00
HUU TRAN	0010-701-0010-08025	52.00	REFUND-RECREATION CLASS		299647	
						52.00
TRU DESIGNZ & PRINTING	0010-801-5002-88500	800.00	PUBLIC WORKS UNIFORMS		299648	
	0092-801-4220-31950	400.00	PUBLIC WORKS UNIFORMS		299648	
	0060-801-4211-31950	425.50	PUBLIC WORKS UNIFORMS		299648	
	0010-801-4202-31950	500.00	PUBLIC WORKS UNIFORMS		299648	
						2,125.50

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
UNITED TRANSMISSION EXCHANGE INC	0060-801-3210-38400	365.40	FIRE ENGINE REPAIR		299649	
						365.40
UNIVAR USA INC (CORP. HEADQUARTERS)	0093-801-4227-23300	5,750.35	WATER CHEMICALS		299650	
	0093-801-4227-23300	375.31	WATER CHEMICALS		299650	
						6,125.66
USA MOBILITY WIRELESS, INC	0010-801-3112-32050	119.95	PAGING SERVICES	80269	299651	
	0092-801-4220-32050	4.74	PAGING SERVICES	80269	299651	
	0010-801-3112-32050	121.82	PAGING SERVICES	80269	299651	
	0092-801-4220-32050	4.74	PAGING SERVICES	80269	299651	
						251.25
MARICELA VASQUEZ	0075-450-0075-08360	2,012.98	EE COMPUTER PROGRAM (TRUST)		299652	
						2,012.98
VERIZON WIRELESS	0010-801-3220-32050	7.71	WIRELESS VOICE/DATA SERVICE		299653	
	0010-801-3205-32050	1.76	WIRELESS VOICE/DATA SERVICE		299653	
	0010-801-3201-32050	0.22	WIRELESS VOICE/DATA SERVICE		299653	
	0010-801-3210-32050	0.94	WIRELESS VOICE/DATA SERVICE		299653	
	0010-801-4209-32050	17.26	WIRELESS VOICE/DATA SERVICE		299653	
	0010-801-4212-32050	6.64	WIRELESS VOICE/DATA SERVICE		299653	
	0010-801-6517-32050	3.92	WIRELESS VOICE/DATA SERVICE		299653	
	0092-801-4222-32050	5.07	WIRELESS VOICE/DATA SERVICE		299653	
	0092-801-4221-32050	5.22	WIRELESS VOICE/DATA SERVICE		299653	
	0092-801-4223-32050	10.77	WIRELESS VOICE/DATA SERVICE		299653	
	0010-801-6502-32050	14.83	WIRELESS VOICE/DATA SERVICE		299653	
						74.34
VETERINARY HEALTHCARE CENTER	0160-801-3103-22800	525.32	K9 SUPPLIES & SERVICE		299654	
	0010-801-3111-31950	25.00	K9 SUPPLIES & SERVICE		299654	
						550.32
VISTA PAINT CO.	0010-801-4202-23950	227.59	PAINT SUPPLIES		299655	
						227.59

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
VULCAN MATERIAL CO	0110-801-4202-23600	592.52	ASPHALT		299656	
	0110-801-4202-23600	564.36	ASPHALT		299656	
	0110-801-4202-23600	444.28	ASPHALT		299656	
	0110-801-4202-23600	1,787.60	ASPHALT		299656	
	0110-801-4202-23600	700.43	ASPHALT		299656	
	0110-801-4202-23600	264.17	ASPHALT		299656	
	0110-801-4202-23600	596.97	ASPHALT		299656	
	0110-801-4202-23600	374.61	ASPHALT		299656	
	0110-801-4202-23600	300.49	ASPHALT		299656	
	0110-801-4202-23600	298.27	ASPHALT		299656	
	0110-801-4202-23600	442.80	ASPHALT		299656	
	0110-801-4202-23600	299.75	ASPHALT		299656	
						6,666.25
WALTERS WHOLESALE ELECTRIC CO	0010-801-4210-23400	1,208.93	ELECTRICAL SUPPLIES		299657	
	0010-801-4210-23400	723.10	ELECTRICAL SUPPLIES		299657	
	0010-801-4210-23400	317.10	ELECTRICAL SUPPLIES		299657	
	0010-801-4210-23400	396.39	ELECTRICAL SUPPLIES		299657	
	0010-801-4210-23400	422.69	ELECTRICAL SUPPLIES		299657	
						3,068.21
WECK LABORATORIES (DBA)	0093-801-4227-31950	480.00	WATER LABORATORY SUPPLIES	80202	299658	
						480.00
WEST COAST ARBORISTS, INC.	0010-801-6516-31190	9,081.00	TREE MAINTENANCE SERVICES	80564	299659	
						9,081.00
WEST COAST AUTO LIFT	0060-801-4211-38400	719.60	FLEET MAINTENANCE		299660	
	0010-801-4210-23700	185.40	BUILDING MAINTENANCE		299660	
						905.00
WESTERN WATER WORKS SUPPLY CO.	0092-801-4223-23300	165.36	WATER SUPPLIES	80576	299661	
	0092-801-4223-23300	129.49	WATER SUPPLIES		299661	
	0092-801-4223-23300	3,482.56	WATER SUPPLIES	80576	299661	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WESTERN WATER WORKS SUPPLY CO.	0092-801-4223-23350	477.10	WATER SUPPLIES	80576	299661	4,254.51
WHITTIER FERTILIZER CO.	0010-801-6517-23300	283.80	WATER SUPPLIES		299662	283.80
WILLIES TIRES AND ALIGNMENT	0060-801-4211-23500	438.64	FLEET TIRES	80379	299663	
	0060-801-4211-23500	50.00	FLEET ALIGNMENT	80379	299663	
	0060-801-4211-23500	90.00	FLEET ALIGNMENT	80379	299663	
	0060-801-4211-23500	220.00	FLEET REPAIR	80379	299663	
	0060-801-4211-23500	90.00	FLEET ALIGNMENT	80379	299663	
	0060-801-4211-23500	90.00	FLEET ALIGNMENT	80379	299663	
	0060-801-4211-38400	1,175.40	FLEET TIRES	80379	299663	
	0060-801-4211-38400	90.00	FLEET TIRES-UNIT 966		299663	2,244.04
WILSON CONSTRUCTION	0075-450-0075-08160	250.00	REFUND-FIRE HYDRANT DEP(TRUST)		299664	250.00
TIM WISNIEWSKI	0136-801-3101-33250	45.00	POLICE POST TRAINING		299665	45.00
ANTHONY WONG	0010-801-1101-11100	80.00	MAYOR'S EXPENSES		299666	
	0092-801-1101-11100	60.00	MAYOR'S EXPENSES		299666	
	0043-801-1101-11100	60.00	MAYOR'S EXPENSES		299666	200.00
DANNY WU	0010-701-0010-07430	15.16	REFUND-BOOK		299667	15.16
XIAOWEN WU	0159-701-0159-07010	127.00	REFUND-RECREATION CLASS		299668	127.00
X-IGENT PRINTING, INC	0109-801-4201-39250	499.29	SPIRIT BUS SCHEDULES		299669	
	0109-801-4201-31950	239.54	SPIRIT BUS SCHEDULES		299669	738.83
XANADU SERVICE SYSTEM	0010-801-6517-31950	3,650.00	JANITORIAL SERVICES	80499	299670	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						3,650.00
YAN YAN	0010-701-0010-07430	10.00	REFUND-BOOK		299671	
						10.00
ZOLL MEDICAL CORPORATION	0010-801-3220-38400	1,854.91	FIRE MEDICAL SUPPLIES		299672	
	0010-801-3220-38400	42.90	FIRE MEDICAL SUPPLIES		299672	
						1,897.81
ZUMAR INDUSTRIES, INC.	0010-801-4206-23800	658.03	STREET SIGNS		299673	
	0010-801-4206-23800	581.62	STREET SIGNS		299673	
	0010-801-4206-23800	1,362.50	STREET SIGNS		299673	
	0010-801-4206-23800	65.88	STREET SIGNS		299673	
						2,668.03
	TOTAL FOR PRINTED WARRANTS					**884,204.93**

TOTAL FOR PREPAID WARRANTS	91,522.61
TOTAL FOR PRINTED WARRANTS	884,204.93
TOTAL WARRANTS	975,727.54
TOTAL VOID CHECKS	3
TOTAL PREPAID CHECKS	21
TOTAL CHECKS PRINTED	231
TOTAL CHECKS ISSUED	252

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/16/2014
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	18,057.89	360,465.19	378,523.08
0022	STATE GAS TAX FUND	0.00	45,380.82	45,380.82
0023	BIKE ROUTE FUND	0.00	30,000.00	30,000.00
0042	SEWER FUND	0.00	1,205.69	1,205.69
0043	REFUSE FUND	0.00	4,823.51	4,823.51
0060	CITY SHOP FUND	0.00	54,876.06	54,876.06
0062	GENERAL LIABILITY FUND	2,000.00	0.00	2,000.00
0063	TECHNOLOGY INTERNAL SERV FUND	0.00	31,839.40	31,839.40
0071	PUBLIC SAFETY IMPACT FEE FUND	0.00	142.14	142.14
0075	SPECIAL DEPOSITS FUND	13,570.03	21,792.62	35,362.65
0092	WATER FUND	1,003.59	19,664.59	20,668.18
0093	WATER TREATMENT FUND	0.00	189,322.63	189,322.63
0109	OPA PROPOSITION A	1,811.76	4,109.46	5,921.22
0110	MEASURE R FUND	0.00	26,846.53	26,846.53
0131	LIBRARY TAX FUND	0.00	3,894.78	3,894.78
0132	STC STANDARDS/TRAINING/CORREC	0.00	152.31	152.31
0136	POST	300.00-	154.36	145.64-
0142	EL CIVIC EDUCATION GRANT	0.00	5,826.65	5,826.65
0152	HOME HOUSING PROGRAM	0.00	7,028.45	7,028.45
0159	RECREATION FUND	0.00	6,067.05	6,067.05
0160	ASSET FORFEITURE	233.03	8,287.43	8,520.46
0163	CAL LIBRARY LITERACY SVC GRANT	0.00	96.73	96.73
0169	CDBG FUND	52,150.00	4,315.50	56,465.50
0176	MAINTENANCE DISTRICT 93-1	0.00	6,121.15	6,121.15
0184	USED OIL RECYCLING BLOCK GRANT	0.00	712.50	712.50
0330	SR PEDESTRIAN & BICYCLE SAFETY	80.00	2,748.20	2,828.20
0344	MAINTENANCE GRANT (075)	0.00	380.83	380.83
0346	ELAC CONTRIBUTIONS	2,888.24	0.00	2,888.24

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/16/2014
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0349	ELAC INSTRUCTIONAL SERV PROG	28.07	390.50	418.57
0502	LA ASTRONOMICAL SOCIETY GRANT	0.00	38,877.30	38,877.30
0880	CITY/HOUSING SPECIAL REVENUE	0.00	8,682.55	8,682.55
	TOTAL	**91,522.61**	**884,204.93**	**975,727.54**

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AMC CARD PROCESSING SERVICES INC	0075-450-0075-08370	800.00	EE SERVICES PROGRAM (TRUST)		299432	
	0010-801-1801-32200	9.95	SHIPPING SERVICE		299432	
						809.95
AT & T	0022-801-4206-32050	603.67	PHONE SERVICE		299433	
	0092-801-4222-32050	112.49	PHONE SERVICE		299433	
	0010-801-3112-32050	282.36	PHONE SERVICE		299433	
						998.52
CHARTER COMMUNICATIONS	0010-801-3201-32050	560.08	INTERNET/CABLE SERVICE		299434	
						560.08
GABRIEL ESCARSEGA	0136-801-3101-33250	500.00	POLICE POST TRAINING		299435	
						500.00
GOVERNMENT FINANCE OFFICERS	0010-801-1403-31950	425.00	GFOA BUDGET AWARD		299436	
						425.00
BING HAN	0136-801-3101-33250	500.00	POLICE POST TRAINING		299437	
						500.00
KNOTT'S BERRY FARM	0010-801-6506-31150	1,790.00	DAY CARE-SUMMER EXCURSION		299438	
						1,790.00
PITNEY BOWES POSTAGE BY PHONE	0870-801-1203-32200	18.16	POSTAGE		239	
						18.16
	0010-801-3101-32200	8.81	POSTAGE		299439	
	0010-801-1403-32200	91.68	POSTAGE		299439	
	0010-801-1406-32200	180.18	POSTAGE		299439	
	0010-801-1701-32200	3.24	POSTAGE		299439	
	0010-801-1702-32200	170.04	POSTAGE		299439	
	0010-801-1703-32200	7.92	POSTAGE		299439	
	0010-801-1801-32200	20.16	POSTAGE		299439	
	0010-801-1802-32200	3.36	POSTAGE		299439	
	0010-801-3101-32200	20.15	POSTAGE		299439	
	0010-801-3102-32200	6.64	POSTAGE		299439	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0010-801-3104-32200	6.94	POSTAGE		299439	
	0010-801-3111-32200	0.48	POSTAGE		299439	
	0010-801-3114-32200	80.71	POSTAGE		299439	
	0010-801-3205-32200	24.50	POSTAGE		299439	
	0010-801-3210-32200	54.24	POSTAGE		299439	
	0010-801-3220-32200	0.69	POSTAGE		299439	
	0010-801-6001-32200	38.13	POSTAGE		299439	
	0010-801-6502-32200	32.75	POSTAGE		299439	
	0010-801-6505-32200	26.58	POSTAGE		299439	
	0043-801-4212-32200	5.12	POSTAGE		299439	
	0060-801-4211-32200	4.37	POSTAGE		299439	
	0075-450-0075-09230	88.96	POSTAGE (TRUST)		299439	
	0092-801-4220-32200	23.04	POSTAGE		299439	
	0092-801-4221-32200	16.47	POSTAGE		299439	
	0163-801-6005-32200	1.94	POSTAGE		299439	
	0010-801-1701-32200	55.68	POSTAGE		299439	
						972.78
PRIVATE MEDICAL CARE, INC.	0065-461	2,814.75	DENTAL INSURANCE		299440	
						2,814.75
UNITED STATES POSTAL SERVICE	0043-801-6509-31880	3,400.00	POSTAGE CASCADES		299431	
						3,400.00
UNIVERSAL STUDIOS HOLLYWOOD	0010-801-6506-31150	2,540.00	DAY CARE-SUMMER EXCURSION		299441	
						2,540.00
VICTOR LOPEZ ZAVALA	0062-801-5101-35650	272.49	CLAIM SETTLEMENT		299442	
						272.49
TOTAL FOR PREPAID WARRANTS						**15,601.73**

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AMERICAN BASEBALL CONGRESS OF SOUTH	0159-801-6507-31910	1,062.50	INSTRUCTOR-RECREATION CLASS		299674	1,062.50
AMERICAN DYNAMIC SERVICES, INC.	0010-801-3230-39400	89.97	FIRE/SECURITY ALARM MONITORING		299675	
	0010-801-3230-39400	105.00	FIRE/SECURITY ALARM MONITORING		299675	194.97
AMTECH ELEVATOR SERVICES	0010-801-4210-38100	469.63	ELEVATOR MAINTENANCE		299676	469.63
ATHENS SERVICES	0344-801-5002-99290	1,317.61	PARKING LOT SWEEPING SERVICES		299677	1,317.61
CALIFORNIA CONTRACT CITIES ASSOCIAT	0092-801-1110-39300	4,215.00	CCCA MEMBERSHIP DUES		299678	4,215.00
CALIFORNIA POLICE CHIEFS ASSOC	0160-801-3101-39400	1,680.00	POLICE MEMBERSHIP DUES		299679	1,680.00
CSULB FOUNDATION -	0136-801-3101-33250	614.00	POLICE POST TRAINING		299680	614.00
JOBS AVAILABLE INC.	0092-801-1801-34100	45.00	SUBSCRIPTION RENEWAL		299681	45.00
KNIGHT COMMUNICATIONS INC	0010-801-1301-38400	497.17	SYSTEM MANAGEMENT SERVICE	90031	299682	
	0010-801-1404-38400	268.42	SYSTEM MANAGEMENT SERVICE	90031	299682	
	0043-801-1404-38400	385.00	SYSTEM MANAGEMENT SERVICE	90031	299682	
	0092-801-1404-38400	608.83	SYSTEM MANAGEMENT SERVICE	90031	299682	
	0010-801-1701-38400	376.67	SYSTEM MANAGEMENT SERVICE	90031	299682	
	0010-801-1702-38400	376.67	SYSTEM MANAGEMENT SERVICE	90031	299682	
	0010-801-1703-38400	376.67	SYSTEM MANAGEMENT SERVICE	90031	299682	
	0010-801-1801-38400	733.75	SYSTEM MANAGEMENT SERVICE	90031	299682	
	0010-801-3115-38400	1,282.50	SYSTEM MANAGEMENT SERVICE	90031	299682	
	0010-801-3201-38400	897.50	SYSTEM MANAGEMENT SERVICE	90031	299682	
	0022-801-4202-38400	469.58	SYSTEM MANAGEMENT SERVICE	90031	299682	
	0092-801-4210-38400	386.75	SYSTEM MANAGEMENT SERVICE	90031	299682	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KNIGHT COMMUNICATIONS INC	0060-801-4211-38400	1,716.67	SYSTEM MANAGEMENT SERVICE	90031	299682	
	0043-801-4212-38400	552.92	SYSTEM MANAGEMENT SERVICE	90031	299682	
	0092-801-4220-38400	1,628.33	SYSTEM MANAGEMENT SERVICE	90031	299682	
	0131-801-6001-38400	853.33	SYSTEM MANAGEMENT SERVICE	90031	299682	
	0010-801-6502-38400	1,110.83	SYSTEM MANAGEMENT SERVICE	90031	299682	
						12,521.59
KNOWLES-MCNIFF	0010-801-1404-31700	888.16	FINANCE SOFTWARE MAINTENANCE	90030	299683	
	0043-801-1404-31700	4,674.00	FINANCE SOFTWARE MAINTENANCE	90030	299683	
	0092-801-1404-31700	4,746.92	FINANCE SOFTWARE MAINTENANCE	90030	299683	
	0010-801-3115-31700	752.50	FINANCE SOFTWARE MAINTENANCE	90030	299683	
	0010-801-3220-31700	262.50	FINANCE SOFTWARE MAINTENANCE	90030	299683	
	0092-801-4221-31700	1,243.42	FINANCE SOFTWARE MAINTENANCE	90030	299683	
	0093-801-4226-31700	266.42	FINANCE SOFTWARE MAINTENANCE	90030	299683	
	0093-801-4227-31700	310.92	FINANCE SOFTWARE MAINTENANCE	90030	299683	
	0093-801-4228-31700	266.00	FINANCE SOFTWARE MAINTENANCE	90030	299683	
	0093-801-4229-31700	248.66	FINANCE SOFTWARE MAINTENANCE	90030	299683	
	0093-801-4231-31700	319.75	FINANCE SOFTWARE MAINTENANCE	90030	299683	
	0093-801-4232-31700	266.00	FINANCE SOFTWARE MAINTENANCE	90030	299683	
	0010-801-6001-31700	1,009.75	FINANCE SOFTWARE MAINTENANCE	90030	299683	
						15,255.00
LEAGUE OF CALIFORNIA CITIES	0010-801-1110-39300	1,312.50	MEMBERSHIP DUES		299684	
						1,312.50
LIEBERT CASSIDY WHITMORE	0010-801-1801-39400	2,657.00	HR-SGVERC MEMBERSHIP		299685	
						2,657.00
ROBIN LOPEZ	0160-801-3101-39400	60.00	POLICE TRAINING		299686	
						60.00
LOS ANGELES TIMES	0010-801-3113-22600	51.20	SUBSCRIPTION		299687	
						51.20
MANAGED HEALTH NETWORK INC	0010-801-1801-31950	840.84	EAP PREMIUM		299688	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						840.84
MCNEILL SECURITY AND FIRE SYSTEMS (	0010-801-4210-38100	1,874.25	ALARM SERVICES		299689	1,874.25
MUSIC GEM	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		299690	190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		299691	190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		299692	190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		299693	190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		299694	190.00
NATIONAL EMBLEM INC	0092-801-4220-22300	175.90	UNIFORM PATCHES		299695	
	0176-801-6516-22300	122.48	UNIFORM PATCHES		299695	298.38
OFFICE DEPOT INC.	0010-801-1101-21350	481.68	OFFICE SUPPLIES		299696	481.68
THE STANDARD INSURANCE CO.	0065-464	607.47	EXECUTIVE PREMIUM		299697	607.47
TOKAY SOFTWARE INC	0092-801-4221-24150	640.00	WATER-SOFTWARE ANNUAL SUPPORT		299698	640.00
MARICELA VASQUEZ	0010-801-6506-22750	400.00	DAY CARE SUPPLIES		299699	400.00
TOTAL FOR PRINTED WARRANTS						**47,548.62**

TOTAL FOR PREPAID WARRANTS	15,601.73
TOTAL FOR PRINTED WARRANTS	47,548.62
TOTAL WARRANTS	63,150.35
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	13
TOTAL CHECKS PRINTED	26
TOTAL CHECKS ISSUED	39

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/16/2014
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	6,440.27	17,115.16	23,555.43
0022	STATE GAS TAX FUND	603.67	469.58	1,073.25
0043	REFUSE FUND	3,405.12	5,611.92	9,017.04
0060	CITY SHOP FUND	4.37	1,716.67	1,721.04
0062	GENERAL LIABILITY FUND	272.49	0.00	272.49
0065	PAYROLL CLEARING ACCOUNT	2,814.75	607.47	3,422.22
0075	SPECIAL DEPOSITS FUND	888.96	950.00	1,838.96
0092	WATER FUND	152.00	13,690.15	13,842.15
0093	WATER TREATMENT FUND	0.00	1,677.75	1,677.75
0131	LIBRARY TAX FUND	0.00	853.33	853.33
0136	POST	1,000.00	614.00	1,614.00
0159	RECREATION FUND	0.00	1,062.50	1,062.50
0160	ASSET FORFEITURE	0.00	1,740.00	1,740.00
0163	CAL LIBRARY LITERACY SVC GRANT	1.94	0.00	1.94
0176	MAINTENANCE DISTRICT 93-1	0.00	122.48	122.48
0344	MAINTENANCE GRANT (075)	0.00	1,317.61	1,317.61
0870	MERGED CAPITAL PROJECTS	18.16	0.00	18.16
	TOTAL	**15,601.73**	**47,548.62**	**63,150.35**

City Council Staff Report

DATE: July 16, 2014

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

TO: The Honorable Mayor and City Council

FROM: Joseph Leon, City Treasurer

SUBJECT: Monthly Investment Report – June 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 June 30, 2014 invested funds for the City of Monterey Park is $80,468,774.81.

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 by:

Joseph Leon
City Treasurer

Prepared by:

Annie Yaung, CPFO
Controller

Approved by:

Paul L. Talbot
City Manager

Chu Thai
Director of Management Services

CITY OF MONTEREY PARK
INVESTMENT REPORT
AS OF JUNE 30, 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	06/06/14	06/06/15	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
ROYAL BUSINESS BANK	06/24/14	06/24/15	0.70%		250,000.00
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
BLUE HILLS BANK	05/30/14	05/30/17	0.95%		240,000.00
TOTAL CDs (24)		Average	0.872%	5.74%	4,620,000.00
BANK OF THE WEST SAVINGS		ON DEMAND	0.290%	13.10%	10,538,039.74
LA COUNTY TREASURY POOL		ON DEMAND	0.660%	78.36%	63,053,739.55
LOCAL AGENCY INVESTMENT FUND		ON DEMAND	0.240%	2.80%	2,256,995.52
TOTAL INVESTMENTS				100.00%	**$ 80,468,774.81**
BANK BALANCE: [1]					$ 2,351,117.66
AVERAGE MATURITY DAYS					22
AVERAGE INTEREST RATE FOR THE MONTH					0.584%

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

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

CERBT STRATEGY 1 ONE YEAR PERFORMANCE RETURN AS OF JUNE 30, 2014: **13.36%**

(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	6/30/2014
0010	GENERAL FUND	$ 20,448,730.93
0012	RETIREMENT FUND	652,185.28
0022	STATE GAS TAX FUND	2,054,900.07
0023	BIKE ROUTE FUND	30,000.25
0042	SEWER FUND	927,516.04
0043	REFUSE FUND	1,440,313.63
0060	CITY SHOP FUND	1,653,927.82
0061	SEPARATION BENEFITS FUND	3,597,349.12
0062	GENERAL LIABILITY FUND	1,737,655.97
0063	TECHNOLOGY INTERNAL SERV FUND	1,073,191.31
0065	PAYROLL CLEARING ACCOUNT	431,336.08
0070	PARK FACILITIES FUND	67,397.26
0071	PUBLIC SAFETY IMPACT FEE FUND	184,073.99
0075	SPECIAL DEPOSITS FUND	2,021,709.28
0077	BUSINESS IMPROVEMENT AREA #1	209,204.68
0080	WORKERS COMP FUND	2,975,945.44
0085	PENSION LIABILITY FUND	7,842,427.00
0092	WATER FUND	13,720,192.29
0093	WATER TREATMENT FUND	11,461,927.44
0109	OPA PROPOSITION A	1,952,135.45
0110	MEASURE R FUND	1,265,487.60
0115	CFF CALIF FOUNDATION FUNDS	20,780.46
0131	LIBRARY TAX FUND	357,566.00
0132	STC STANDARDS/TRAINING/CORREC	3,163.30
0160	ASSET FORFEITURE	572,352.68
0161	CONSTRUCTION AGENCY FUND	15,917.78
0163	CAL LIBRARY LITERACY SVC GRANT	21,157.12
0165	AIR QUALITY IMPROVEMENT FUND	214,140.52
0166	PROPOSITION C	822,045.65
0176	MAINTENANCE DISTRICT 93-1	269,497.21
0184	USED OIL RECYCLING BLOCK GRANT	25,037.26
0192	STATE LAW ENFORCE SVC (COPS)	85,710.76
0194	MED LIFE TRAFFIC SIGNALS FUND	64,575.27
0201	LOS ANGELES COUNTY GRANT	8,544.87
0203	CERCLA LIABILITY FUND	811,590.61
0211	ECO DEVELOP. INITIATIVE (EDI)	581,043.78
0214	BEVERAGE CONTAINER RECYCLING	56,351.95
0233	AIR QUALITY INVEST PROG GRANT	58,065.75
0306	AB109 TASK FORCE GRANT	111,095.00

City of Monterey Park
Investment By Funds Per Cash Basis

FUND	DESCRIPTION	6/30/2014
0343	RECREATION GRANT (075)	29,513.41
0344	MAINTENANCE GRANT (075)	116,670.04
0349	ELAC INSTRUCTIONAL SERV PROG	19,159.95
0351	CHARTER COMM TRUST GRANT	10,372.47
0352	GENERAL PLAN REVIEW TRUST	50,816.30
0356	LACMTA FUNDS	2,305.32
0415	PASSPORT TRUST GRANT	9,122.98
0421	ASPHALT/CONCRETE INCENTIVE	201,149.64
0422	LIBRARY AUTOMATION TRUST GRANT	3,078.38
0423	TARGET GRANT (2010)	305.30
0436	DISASTER MANAGEMENT AREA C	2,500.00
0445	LITERACY TRUST GRANT	5,968.25
0465	GROUND EMERG MEDICAL TRANSPORT	18,381.00
0502	LA ASTRONOMICAL SOCIETY GRANT	125,000.00
0880	CITY/HOUSING	719,932.15
	OUTSTANDING CHECKS	(691,743.28)
	TOTAL INVESTMENTS	$ 80,468,774.81

City Council Staff Report

DATE: July 16, 2014

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

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: City Council Minutes

RECOMMENDATION:

It is recommended that the City Council

(1) Approve the minutes from the regular meeting of June 18, 2014

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

EXECUTIVE SUMMARY:
None.

BACKGROUND:
None.

FISCAL IMPACT:
None.

Respectfully submitted,

Vincent D. Chang
City Clerk

Prepared by:

Michelle Chen
Minutes Clerk

Approved By:

Paul L. Talbot
City Manager

Attachments: June 18, 2014 (Regular), June 26, 2014 (Special - Town Hall),

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
JUNE 18, 2014

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, June 18, 2014 at 7:00 p.m.

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

CALL TO ORDER:
Mayor Wong called the meeting to order at 7:00 p.m.

FLAG SALUTE:
The Monterey Park Police Explorers led the flag salute.

ROLL CALL:
City Clerk Chang called the roll:
Council Members Present: Real Sebastian, Ing, Chan, Liang, Wong
Council Members Absent: None

ALSO PRESENT: City Manager Talbot, Deputy City Attorney Berger, City Treasurer Leon, Public Works Director/Assistant City Manager Bow, Police Chief Smith, Human Resources Director Cody, Community and Economic Development Director Huntley, Management Services Director Thai, Recreation and Community Services Director Costley, City Librarian Arvizu, Interim Fire Chief Birrell, Controller Yaung

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

1. PRESENTATIONS:
None.

ORAL AND WRITTEN COMMUNICATIONS

- Nancy Arcuri spoke of the results from the Special Election held on June 3, 2014 stating Monterey Park's Measure A was approved by the voters to develop 80 single family homes at 2030 Portero Grande. She also expressed her concerns of the low voter turn-out during the June Special Election.

- Dora Leung spoke as the Ambassador for the Monterey Park Chamber of Commerce inviting the council to attend several upcoming calendar events: (1) to celebrate the 85th Anniversary of El Encanto on June 22, 2014 from 2:00 p.m. - 4:00

p.m.; (2) the Monterey Park LAMP Optimist Club and Friends of the Youth Fundraiser and Dinner on June 26, 2014 at Empress Seafood Restaurant at 6:00 p.m. Pre-sale tickets are available for $40.00; and (3) the Los Angeles Overseas Lions Club will be hosting a Officers Installation Dinner on June 29, 2014 from 10:00 a.m. - 4:00 p.m. at Almansor Court in Alhambra. She invited the council and residents to enjoy a "Afternoon in Old Shanghai" and come dressed in 1920's-1930's costume.

- Margie Ramirez invited the council to attend her photo gallery exhibit and reception on Monday, July 14, 2014 from 5:00 p.m. - 7:00 p.m. at Alhambra City Hall.

- Andre Ransons addressed the council stating his concerns of a city photo displaying a city employee repairing a broken water line. He disclosed to the council of his conversation with Cal-OSHA and is requesting the published photos be submitted to Cal-OSHA for review.

- Sarkis Antonian spoke of his concerns of the city's Harmony Car Show and Play Days Parade and recommended that staff encourage participation and promote the city's community events.

- Louis Origel spoke of his concerns to the mitigated traffic and safety hazards to the occupants dining at the restaurant located on the southeast corner of Atlantic Boulevard and Hellman Avenue. He recommended the city's planning department and traffic commission review possible barricades be developed to ensure the public's safety.

- Arthur Lonb spoke of his concerns to drivers speeding on city streets through Fulton Avenue and Markland Drive. He recommended the city police department enforce the marked speed limits and meet with staff to address the residents' concerns.

- Hannelore Weyermann informed the council of a recent parking ticket she received at Bruggemeyer Library for parking in a designated employee parking stall and recommended that the signs be placed lower at eye level for better visibility. She also spoke of her concerns to the city's street infrastructure and potholes.

- Paul Perez spoke his concerns of a restaurant located on the southeast corner of Atlantic Boulevard and Hellman Avenue. He recommended that staff educate the business owners of food and safety policies and regulate any code enforcement compliance.

2. SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) CONSENT CALENDAR ITEM NOS. 2A - 2C

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF JUNE 18, 2014

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

See Successor Agency minutes.

2B.SUCCESSOR AGENCY INVESTMENT REPORT AS OF MAY 2014

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.

See Successor Agency minutes.

2C.SUCCESSOR AGENCY MINUTES

Approval of Minutes from the adjourned regular meeting of May 8, 2014 of the Successor Agency to the former Monterey Park Redevelopment Agency.

See Successor Agency minutes.

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

3. CITY OF MONTEREY PARK CONSENT CALENDAR CONSISTS OF ITEM NOS. 3A - 3C

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

Action Taken: Council Members approved and adopted Item Nos. 3A - 3C and reading resolutions and ordinances by title only and waiving further reading thereof.

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

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

3A.WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF JUNE 18, 2014

It is required that the City Council approve all disbursements.

Action Taken: The City Council approved payment of warrants and adopted **Resolution No. 11664** allowing certain claims and demands per Warrant Register dated **June 18, 2014 Totaling $1,188,096.81** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. 11664, entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **June 18, 2014 Totaling $1,188,096.81** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3B.INVESTMENT REPORT AS OF MAY 2014

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.

Action Taken: The City Council received and filed the investment report as of May 2014 on Consent Calendar.

3C.MINUTES

Approval of minutes from the adjourned regular meeting of May 8, 2014 and the special meetings of May 8, 2014 and May 21, 2014.

Action Taken: The City Council approved the minutes from the adjourned regular meeting of May 8, 2014 and the special meetings of May 8, 2014 and May 21, 2014 on Consent Calendar.

4. PUBLIC HEARING

Mayor Wong opened the public hearing at 7:30 p.m. and closed the public hearing at 9:54 p.m.

4A.CONSIDERATION AND POSSIBLE ACTION TO INTRODUCE AND WAIVE FIRST READING OF ORDINANCES ESTABLISHING PROPOSED WATER, WASTEWATER AND SOLID WASTE RATES AND ADOPTING A LIFELINE DISCOUNT RATE BY RESOLUTION

A review of the City's essential utility services - water, wastewater, and solid waste - shows that additional revenue is needed for operations and infrastructure improvements/maintenance. A combination of deferred maintenance, aging facilities, and increased operations costs makes the proposed rate increases necessary to continue providing these utility services. City Management Services and Public Works staff reviewed the existing water, wastewater and solid waste rates. The attached recommended adjustments were made following that review in accordance with the Monterey Park Municipal Code ("MPMC') in order to better recover the City's costs incurred for providing for these services. Below are brief highlights of the recommendation. The revenues generated within five years will support $26.3 million in water capital improvement programs, $12.8 million in sewer capital improvement programs and make the trash service cost neutral for the City.

Public Speakers:

- Lincoln Nagato spoke as a long time resident against the proposed rate increases stating that the rates are too high and that the rates will continue to increase once the capital improvement programs begin.

- Bill Zeiger spoke as a resident against the proposed rate increases stating he is on a fixed income and will be unable to pay his bills and be forced to move out of the city. He encouraged the council to consider a low-income program or subsidy for qualified residents like himself.

- Chester Chau spoke as a long time resident stating that he agrees the City's infrastructure is broken but disclosed to the council that raising rates is not the best answer and the long term fee increases will have a impact on the residents.

- Thomas Sun spoke as a resident against the proposed rate increases in support of reinvesting in the City's infrastructure however he opposes the proposed rate increases based on the lack of proper oversight, financial transparency and emphasized the rates are a "progressive tax" that will burden the residents and low-income families of Monterey Park.

- Craig Denton spoke as a resident against the proposed rate increases stating that staff's recommendations is demanding too much from the residents.

- Nancy Arcuri spoke as a resident in favor of the proposed rate increases stating the city's aging infrastructure is overdue for the health and safety concerns of residents. She recommended that the council establish a oversight committee and address the residents' concerns.

- Michael Schlegel addressed the council and recommended that the council review the city's trash contract with Athen's Services to reduce the city's operating costs and collect additional fee revenue from recyclable waste.

- Joe Reichenberger spoke as a resident against the proposed rate increases and addressed the council to consider his recommendations to separate the impact fees; staff to enforce and regulate a permit and inspection fee for grease traps; reprioritize the proposed capital improvement program and pipeline infrastructure; and replace the city's water meters gradually over a 20 year period.

- Augie Koch spoke as a resident against the proposed rate increases stating his concerns to drastically raising rates and recommended the council to consider revenue bonds to outsource the proposed projects.

- Randall Avila spoke as a resident and encouraged the council to vote no on the proposed rate increases. He expressed his concerns that the proposed "tax" increase will add a burden to low income residents on fixed incomes; impact local small businesses struggling to compete in a tough economy; and the proposed rate increases may be too expensive even for those residents who may not qualify for the City's Lifeline Rate Program. He recommended the City Council to: (1) direct staff to

re-evaluate the proposed rate increases; (2) request the City Directors' to take a salary reduction and redirect the funds to the capital improvement program; and (3) establish a Citizen's Commission to address the residents' concerns.

- Dennis Toutzman spoke against the proposed rate increases and expressed his concerns of the potential burden to low-income families and senior residents. He encouraged the council to re-evaluate the rate proposals and consider outsourcing the city's water supply with Los Angeles County.

- Andre Ransons spoke in opposition of the proposed rate increases stating his concerns that the proposed rates are too high for the average citizen. He also addressed the city staff and stated that he strongly objects to the information presented in the staff report.

- German Torres spoke against the proposed rate increases and expressed his concerns of the lack of public knowledge and outreach communicated to the residents. He supports a gradual rate increase to repair the city's aging infrastructure and recommended the council to re-evaluate staff's recommendations.

- Randy Reyes addressed the council and stated that he strongly objects to the proposed rate increases and considers it an abuse to the residents. He also stated imposing the fees on the residents' is not the proper way to fix it.

- Evelyn Jones spoke against the proposed rate increases and expressed her support to designate a Citizen's Committee to oversee the capital improvement plan. She also encouraged the council to meet with the residents to address their concerns and seek additional public output.

- Joyce Ng spoke in opposition of the proposed rate increases and requested additional information to the proposed capital improvement plan. She also spoke of her support from previous speakers and echoed the comments to establish a oversight committee.

- Jennifer Timmons spoke against the proposed rate increases stating that as a teacher, the rates will be too high for those on a fixed income.

- Paul Perez spoke as a long-time resident in favor of the proposed rate increases stating that the city's aging infrastructure can no longer be fixed and needs to be replaced. He encouraged the residents' to get involved with the community and be a active participant in the city.

- City Clerk Chang reported that two written communications from Andy Islas and Raymond and Tina Brunie in opposition of the proposed rate increases was received, distributed and filed.

Recommendations:

(1) Open the public hearing,

(2) Receive all written and verbal testimony regarding the proposed rate increases;

(3) Determine whether there is a majority protest against the proposed rate increases;

(4) If no majority protests exists, that the City Council introduce and waive first reading of Ordinance No. ____ setting the amount of water rates and charges (Attachment 1);

(5) If no majority protest exists, that the City Council introduce and waive first reading of Ordinance No. _____ setting the amount of wastewater rates and charges (Attachment 2);

(6) If no majority protest exists, that the City Council introduce and waive first reading of Ordinance No. ____ setting the amount of solid waste rates and charges (Attachment 3);

(7) Adopt Resolution No. _____ setting the discount rate for the lifeline rate established by Monterey Park Municipal Code § 14.12.185 (Attachment 4); and

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

Action Taken: The City Council (1) approved to continue the item to the next Regular Council Meeting on Wednesday, July 2, 2014 at 7:00 p.m. and (2) directed staff to present additional water rate alternatives to help fund the Water Capital Improvement Program and wastewater alternatives to fund the Wastewater Capital Improvement Program and to present recommendations for a lifeline rate subsidy for low-income residents for further discussion at the next regular scheduled meeting.

Motion: Moved by Mayor Pro Tem Liang and seconded by Council Member Real Sebastian, motion carried by the following vote:

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

The City Council recessed at 10:57 p.m. and reconvened with all council members present at 11:06 p.m.

EXTENSION OF COUNCIL MEETING

Action Taken: The City Council extended the City Council meeting to 11:30 p.m.

Motion: Moved by Mayor Pro Tem Liang and seconded by Council Member Chan, motion carried by the following vote:

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

5. UNFINISHED BUSINESS

5A. APPEAL FROM THE PLANNING COMMISSION BY MR. RICHARD LAM, THE PROPERTY OWNER OF 420 WEST HELLMAN, REGARDING THE LOSS OF LEGAL NONCONFORMING USE RIGHTS

This item was continued from the June 4,2014 City Council meeting to allow staff time to prepare a resolution approving the appeal thereby allowing the appellant to reconstruct a legal nonconforming building (rear dwelling unit) at the rear of the property located at 420 Hellman Avenue. The revised resolution is attached to this cover report for consideration by the City Council.

Action Taken: The City Council (1) adopted **Resolution No. 11665** approving the appeal (AP-14-01) and thereby allowing the reconstruction of a legal nonconforming building at the rear of the property located at 420 W. Hellman Avenue and (2) directed staff to receive and file the applicant's project contractor, Mr. Peter Lim, Department of Consumer Affairs Contractors State License Board report.

Resolution No. 11665, entitled:
A RESOLUTION OF THE CITY COUNCIL APPROVING AN APPEAL (AP-14-01) AND THEREBY ALLOWING THE RECONSTRUCTION OF A LEGAL NONCONFORMING BUILDING AT THE REAR OF THE PROPERTY LOCATED AT 420 WEST HELLMAN AVENUE

Motion: Moved by Mayor Pro Tem Liang and seconded by Council Member Chan, motion carried by the following vote:

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

6. NEW BUSINESS

None.

7. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

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

Council Member Real Sebastian informed the council of her attendance at the Southern California Association of Government Transportation Committee meeting held on June 5, 2014 and the East Los Angeles College Architecture Advisory Board meeting with City Manager Talbot. She invited the residents to save the date and attend the city's "National Night Out" event on Tuesday, August 5, 2014 from 6:00 p.m. - 8:00 p.m. at City Hall. The Monterey Park Police Department will be serving free hot dogs and refreshments for residents and families. Council Member Chan spoke of his attendance with the council at the Monterey Park Bruggemeyer Library Gala Foundation dinner and fundraiser on June 6, 2014 at Empress Seafood Restaurant. He thanked the council and attendees for their continued support and contributions. Mayor Wong invited the residents to attend the city's Annual 4th of July Fireworks Celebration on Friday, July 4, 2014 at Barnes Park. Food and entertainment will be available starting at 3:00 p.m. and the fireworks show starting at 9:00 p.m.

8. CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 11:34 p.m.

_____

Vincent D. Chang
City Clerk

City Council Staff Report

DATE: JULY 16, 2014

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

TO: PAUL TALBOT, CITY MANAGER

FROM: JAMES BIRRELL, INTERIM FIRE CHIEF

SUBJECT: FIRE APPARATUS PURCHASE – AUTHORIZATION TO EXECUTE AGREEMENT WITH THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager, or designee, to execute an agreement, in a form approved by the City Attorney to purchase a 2014 KME Predator in the amount of $464,416 plus any additional amount due to the Consolidated Fire Protection District of Los Angeles County. Funding was approved in the FY2014-2015 budget, Account No. 0010-801-5002-99725;

2. Approve additional expenditures for all applicable fees, sales tax and transfer fees due to the California Department of Motor Vehicles, (DMV) from Account No. 0010-801-5002-99725.

3. Approve additional expenditures from Account No. 0010-801-5002-99725 to outfit and place in operation the new KME Predator purchased from the Consolidated Fire Protection District. This will include fire hose, equipment replacement and mounting brackets.

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

EXECUTIVE SUMMARY:

Fire Engine E-61 was placed on the City's Five Year Capital Improvement Program for replacement in Fiscal Year 2012-2013. Due to economic constraints, the replacement was deferred. Recent circumstances have necessitated immediate replacement and the Consolidated Fire Protection District of Los Angeles County ("District") possesses a new 2014 KME Predator Engine ("Fire Apparatus") available for purchase. Staff seeks Council approval for this purchase and authorization to execute an agreement with the Consolidated Fire Protection District.

BACKGROUND:

E-61 is a 2000 KME Renegade engine. It has logged more than 106,000 miles and is a heavily used apparatus, responding to 1,751 calls in Fiscal Year 2012-2013. On April 16, 2014, E-61 was involved in a traffic collision, placing E-61 permanently out of service. Station 61 is currently using E-62 and Station 62 is using a Reserve Engine.

As the District recently purchased a number of engines that have been placed in a pending inventory until ready for service, the District has offered to sell one of its apparatus to the City of Monterey Park for $464,416. Otherwise, the City can order a new engine at an estimated cost of $554,000 and would also take up to one year to order, build and receive.

Call Data - FY2012-2013 Verdugo Communications Annual Report

The District is providing the City a unique opportunity to purchase and obtain a new fire apparatus immediately. It would be purchased "as is" with additional work required before placed into operation, such as the installation of the radios, mobile data computer, hardware for equipment, and identification markings. The City will also be required to pay any costs associated with the transfer such as sale tax and DMV fees.

Should the City Council approve this purchase, the District has requested to receive advance payment within five business days following the execution of an agreement (Attachment A) of $464,416. This cost includes a 1.18% surcharge of $5,416 for the District's solicitation cost to acquire the KME apparatus. Upon receipt of full payment, the District will deliver the KME engine to the City. After this transaction, a final invoice will be sent to the City indicating whether additional payment is required or a refund due. This would be necessitated by the cost the District will incur to replace the Fire Apparatus it is selling to Monterey Park.

Staff recommends approval of the District's offer and seeks the City Council's approval to purchase the KME Predator Engine and request authorization to execute the agreement between the Consolidated Fire Protection District of Los Angeles and the City of Monterey Park.

FISCAL IMPACT:
$600,000 has been budgeted in the Fiscal Year 2014-2015 budget for this engine replacement.

Respectfully submitted by:

James Birrell
Interim Fire Chief

Prepared by:

Mark Khail
Battalion Chief

Approved by:

Paul L. Talbot
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Finance Review:

Annie Yaung,
Controller

ATTACHMENT:

1. Agreement by and between the Consolidated Fire Protection District of Los Angeles County and the City of Monterey Park for the sale of a fire apparatus vehicle

ATTACHMENT 1
Agreement by and between the
Consolidated Fire Protection District of Los Angeles County
And the City of Monterey Park for the sale of a fire apparatus vehicle

AGREEMENT BY AND BETWEEN THE

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND THE CITY OF MONTEREY PARK FOR THE SALE OF A FIRE APPARATUS VEHICLE

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, hereinafter referred to as the "DISTRICT," and the CITY OF MONTEREY PARK, hereinafter referred to as "CITY."

W I T N E S S E T H

WHEREAS, DISTRICT is the owner of a new 2014 KME Predator Engine, VIN No. 1K9AF4284EN058613, License Number 1440965, District Apparatus No. F2334, hereinafter "KME Apparatus"; and

WHEREAS, CITY has an immediate need and DISTRICT has offered the sale of the KME Apparatus to replace a CITY engine which was badly damaged in a recent accident in order to respond to emergency calls within the CITY; and

WHEREAS, CITY and DISTRICT are desirous of entering into an Agreement which will provide for the sale of the KME Apparatus by the DISTRICT to the CITY; and

WHEREAS, this Agreement is authorized by §13861 of the Health and Safety Code of the State of California.

NOW, THEREFORE, IN CONSIDERATION of the covenants, representations and agreements set forth herein, the parties mutually agreed as follows:

SECTION I. TERMS AND COMPENSATION

1) Within five business days following the execution of this Agreement, CITY shall remit advance payment to the DISTRICT in the amount of $464,416 for the KME Apparatus. This amount reflects DISTRICT's current estimated replacement cost for the KME Apparatus ($459,000) and a 1.18% surcharge ($5,416) for DISTRICT's solicitation cost to acquire the KME Apparatus. The CITY agrees to pay the DISTRICT the full amount of the cost of a replacement KME Apparatus. Upon receipt of full payment by DISTRICT and within five business days, DISTRICT shall deliver the KME Apparatus to CITY, as is, without any

additional outfitting work. CITY, at its sole discretion, will be responsible for any additional outfitting work that is necessary to meet CITY's requirements.

The advance payment can be sent to:

Consolidated Fire Protection District of Los Angeles County
Financial Management Division
P.O. Box 910901
Commerce, CA 90091-0901
Attention: Revenue Management

Upon DISTRICT's receipt of the actual cost of the KME Apparatus, DISTRICT will provide the final invoice to the CITY for any additional amounts due by the CITY or will refund the CITY any portion of the CITY's payment in excess of actual DISTRICT cost.

2) In addition to the compensation provided for in Paragraph 1 above, the CITY acknowledges that the DISTRICT has registered the KME Apparatus with the California Department of Motor Vehicles (DMV). The CITY shall pay all applicable fees, sales tax and transfer fees due to the DMV, or any other entity or agency, as a result of purchasing the KME Apparatus from the DISTRICT. The CITY and DISTRICT agree to work in good faith to execute any required documentation for the transfer of title from the DISTRICT to the CITY.

SECTION II. INDEMNIFICATION

CITY shall indemnify, defend, and hold harmless DISTRICT, its agents, officers, and employees from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with any claims or lawsuits against DISTRICT for any contractual dispute, personal injury, death, or property damage of any kind whatsoever which in any way arise from any CITY use or maintenance of the KME Apparatus.

SECTION III. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement of the parties.

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DRAFT

IN WITNESS WHEREOF, the City of Monterey Park, by action of its City Council, has caused this Agreement to be duly executed, and the Consolidated Fire Protection District of Los Angeles, by order of its Board of Supervisors, as the governing body of the DISTRICT, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Clerk thereof on the day and year herein below.

CITY OF MONTEREY PARK	CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
_____	_____
Mayor	Chairman, Board of Supervisors
ATTEST:	ATTEST: SACHI A. HAMAI, Executive Officer Clerk of the Board of Supervisors
_____	_____
City Clerk	Deputy
APPROVED AS TO FORM:	APPROVED AS TO FORM: JOHN F. KRATTLI County Counsel
By _____	By _____
City Attorney	Principal Deputy

KC:MONTEREY PARK APPARATUS AGMT.DOCX

DRAFT

City Council Staff Report

DATE: July 16, 2014

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

TO: The Honorable Mayor and City Council

FROM: Dan Costley, Recreation & Community Services Director

SUBJECT: Lease of El Encanto to the Monterey Park Chamber of Commerce

RECOMMENDATION:

Recommendations: It is recommended that the City Council:

(1) Authorize the City Manager to execute a lease, in a form approved by the City Attorney, to lease El Encanto to the Monterey Park Chamber of Commerce for $350 per month for the term of three years; and

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

EXECUTIVE SUMMARY:

At the July 3, 2013 City Council meeting, the Council approved an agreement that allowed the Chamber of Commerce to lease El Encanto from the City at a cost of $350 per month for the period of one year (Attachment A). The proposed agreement (Attachment B) would be identical to the current agreement, except the term would be for three years.

BACKGROUND:

The City has leased El Encanto to the Monterey Park Chamber of Commerce for its business office since 1995. Originally constructed in 1928, the building was renovated in 1994 with State of California Historic Grant Funds (which limits its possible uses). The building is approximately 1,300 square feet and includes a kitchen, a main room, two smaller rooms, and restrooms.

The proposed agreement continues the restriction on the use of the building – the Chamber is allowed to use the building for Business to Business lunches, meetings, training sessions and social events, but cannot reserve the building for use by the general public.

The Chamber of Commerce will continue to work with City staff to maintain the historic nature of the building, including office furnishings, photographs and decorations. The

Chamber of Commerce will be responsible for all interior maintenance issues, except the sealing of floor tiles, the buffing of floors, and the 'high dusting' of the ceiling. The City will also continue to be responsible for the maintenance of the grounds.

FISCAL IMPACT:

The rent will remain at $350 per month ($4,200 per year and $12,600 over the term of the agreement). The restriction on the use of the building has reduced the traffic in the building, which has minimized maintenance issues.

Respectfully prepared and submitted,

Dan Costley
Recreation and Community
Services Director

Approved By:

Paul L. Talbot
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

1. Previous agreement between City and Chamber of Commerce
2. Proposed agreement between City and Chamber of Commerce

ATTACHMENT 1
Previous Agreement with Monterey Park Chamber of Commerce

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

This Lease is made as of the first day of August, 2013 by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY"), and MONTEREY PARK CHAMBER OF COMMERCE, an IRC 501(c)(6) non-profit organization ("CHAMBER"). Collectively, CITY and CHAMBER are referred to as the "Parties."

1. LEASE; DESCRIPTION OF PROPERTY.

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

2. TERM.

   The initial term of this Agreement will be for one (1) year, until July 31, 2014 unless terminated earlier as provided by this Agreement.

3. RENT.

   On the first day of each and every month during the Term, CHAMBER agrees to pay CITY as "Base Rent" for the Property, the sum of Three hundred and fifty dollars ($350.00) per month.

4. LIMITATIONS ON USE.

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

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

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

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

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

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

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

5. ADDITIONAL LIMITATIONS ON USE.

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

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

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

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

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

6. USES PROHIBITED.

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

events) including, without limitation:

i. re-decorating and/or re-furnishing the Property in a manner that in any way alters or destroys the historical character of the Property, without the written consent of CITY;

ii. making alterations to the structure of the Property

iii. impeding and/or preventing the availability of the Property to the public during the Public Hours (as defined below), refusing to accept appointment during the Mandatory Appointment Hours (as defined below), or failing to observe the hours of operation; or

iv. with the exception of Display/Sale Items approved by CITY, the sale of any other merchandise, food, or beverages. CHAMBER will take such steps as CITY may require to prevent any such interference, obstruction, or destruction.

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

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

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

7. CHAMBER'S OPERATION OF BUSINESS.

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

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

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

C.

8. MAINTENANCE QUALITY.

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

9. HAZARDOUS WASTE.

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

10. UTILITIES AND TAXES.

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

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

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

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

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

11. MAINTENANCE AND REPAIRS.

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

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

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

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

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

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

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

i. biannual sealing of the floor tiles;

ii. annual dusting of the ceiling; and

iii. the biannual buffing of the floors.

12. ALTERATION OF PROPERTY.

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

13. INSURANCE.

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

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

B. Commercial General Liability, Broad Form General Liability and

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

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

14. ASSIGNMENT AND SUBLETTING.

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

15. HOLDOVER.

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

16. TERMINATION.

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

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

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

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

fashion.

17. CONDEMNATION.

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

18. RELOCATION BENEFITS.

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

19. NO PUBLIC PROJECT.

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

20 . INDEMNIFICATION.

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

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

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

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

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

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

21. ENTRY BY CITY.

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

22. DAMAGE REPORTING.

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

23. ADDITIONAL REMEDIES.

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

24. SURRENDER.

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

25. NOTICES.

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

To CITY:	City of Monterey Park 320 West Newmark Avenue Monterey Park, California 91754 Attn: Paul Talbot, City Manager Attn: Dan Costley, Director Recreation & Community Services
With a copy to:	Jenkins and Hogin 1230 Rosecrans Avenue #110 Manhattan Beach, California 90266 Attn: (Mark Hensley)
To CHAMBER:	Monterey Park Chamber of Commerce 700 El Mercado Avenue Monterey Park, California 91754 Attn: John Man

26. WAIVER OF BREACH.

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

27. AUTHORITY/MODIFICATION.

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

28. SEVERABILITY.

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

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

29. RULES OF CONSTRUCTION.

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

30. GOVERNING LAW.

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

31. COUNTERPARTS.

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

32. CAPTIONS.

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

33. INTEGRATION.

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

34. AUTHORITY/MODIFICATION.

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

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

CITY:

CITY OF MONTEREY PARK
CHAMBER OF COMMERCE

By: _____
Paul Talbot
City Manager

ATTEST:

_____
Vincent Chang, City Clerk

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

By: _____
Karl H. Berger,
~~Deputy~~ City Attorney
Assistant

CHAMBER:

MONTEREY PARK

By: _____
John Man
President

ATTACHMENT 2
Proposed Agreement
With Monterey Park Chamber of Commerce

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

This Lease is made as of the 16th day of July 2014, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY"), and MONTEREY PARK CHAMBER OF COMMERCE, an IRC 501(c)(6) non-profit organization ("CHAMBER"). Collectively, CITY and CHAMBER are referred to as the "Parties."

1. LEASE; DESCRIPTION OF PROPERTY.

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

2. TERM.

   The initial term of this Agreement will be for three (3) years, August 1, 2014 to July 31, 2017, unless terminated earlier as provided by this Agreement.

3. RENT.

   On the first day of each and every calendar year during the Term, CHAMBER agrees to pay CITY as "Base Rent" for the Property, the sum of three hundred fifty dollars ($350) per month.

4. LIMITATIONS ON USE.

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

      i. General Office Uses of CHAMBER. "General Office Uses of CHAMBER" means such activities that are customarily associated with the operation of tenant's business, including the hiring and staffing of employees, the admittance of invitees and/or licensees, and general office administration. Event co-hosted by the Chamber of Commerce that benefits the business.

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

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

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

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

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

5. ADDITIONAL LIMITATIONS ON USE.

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

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

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

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

E. **No item can hung from any interior or exterior wall** of the Property without the prior written consent of CITY.

6. USES PROHIBITED.

A. The Parties recognize that the Property is an important historical landmark for the City of Monterey Park and was originally built for the benefit of the public. Therefore, CHAMBER **cannot do or permit anything to be done in or about the Property which will in any way obstruct, interfere or otherwise destroy the historical nature of the Property** and its availability to the public for visitation including, except during Chamber special events, without limitation:

i. re-decorating and/or re-furnishing the Property in a manner that in any way alters or destroys the historical character of the Property, without the written consent of CITY;

ii. making alterations to the structure of the Property

iii. impeding and/or preventing the availability of the Property to the public during the Public Hours (as defined below), refusing to accept appointment during the Mandatory Appointment Hours (as defined below), or failing to observe the hours of operation; or

iv. with the exception of Display/Sale Items approved by CITY, the sale of any other merchandise, food, or beverages. CHAMBER will take such steps as CITY may require to prevent any such interference, obstruction, or destruction.

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

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

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

7. CHAMBER'S OPERATION OF BUSINESS.

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

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

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

8. MAINTENANCE QUALITY.

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

percent (10%) for CITY's administrative overhead.

9. HAZARDOUS WASTE.

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

10. UTILITIES AND TAXES.

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

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

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

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

11. MAINTENANCE AND REPAIRS.

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

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

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

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

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

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

i. biannual sealing of the floor tiles;

ii. annual dusting of the ceiling; and

iii. the biannual buffing of the floors.

12. ALTERATION OF PROPERTY.

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

13. INSURANCE.

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

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

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

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

14. ASSIGNMENT AND SUBLETTING.

CHAMBER cannot voluntarily or by operation of law assign, license, franchise,

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

15. HOLDOVER.

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

16. TERMINATION.

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

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

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

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

17. CONDEMNATION.

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

18. RELOCATION BENEFITS.

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

19. NO PUBLIC PROJECT.

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

15. INDEMNIFICATION.

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

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

C. CHAMBER expressly agrees that this hold harmless and indemnification provision is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

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

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

20. ENTRY BY CITY.

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

21. DAMAGE REPORTING.

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

22. ADDITIONAL REMEDIES.

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

23. SURRENDER.

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

24. NOTICES.

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

To CITY:	City of Monterey Park 320 West Newmark Avenue Monterey Park, California 91754 Attn: Paul Talbot, City Manager Attn: Dan Costley, Director Recreation & Community Services
With a copy to:	Hensley Law Group 2600 West Olive, Suite 500 Burbank, California Attn: Mark Hensley
To CHAMBER:	Monterey Park Chamber of Commerce 700 El Mercado Avenue Monterey Park, California 91754 Attn: John Man

25. WAIVER OF BREACH.

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

26. AUTHORITY/MODIFICATION.

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

27. SEVERABILITY.

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

28. RULES OF CONSTRUCTION.

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

29. GOVERNING LAW.

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

30. COUNTERPARTS.

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

31. CAPTIONS.

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

question of interpretation or construction of any section of this Lease.

32. INTEGRATION.

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

33. AUTHORITY/MODIFICATION.

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

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

CITY:

CITY OF MONTEREY PARK
CHAMBER OF COMMERCE

By: _____
Paul Talbot
City Manager

CHAMBER:

MONTEREY PARK

By: _____
John Man
President

ATTEST:

_____
Vincent Chang, City Clerk

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

By: _____
Karl H. Berger,
Assistant City Attorney

City Council Staff Report

DATE: July 16, 2014

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

TO: The Honorable Mayor and City Council

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

SUBJECT: PARCEL MAP NO. 72276 (306 N. HUNTINGTON AVENUE) – APPROVAL OF FINAL MAP

RECOMMENDATION:

Recommendations: It is recommended that the City Council:

(1) Adopt a resolution approving Final Parcel Map No. 72276; and

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

BOARD/COMMISSION REVIEW:

On May 28, 2013, the Planning Commission approved the tentative map by Resolution No. 06-13. A copy of the Planning Commission's resolution, and accompanying staff report and meeting minutes, are included for review.

EXECUTIVE SUMMARY:

The final map has been reviewed by the City's consultant surveyor, Boghossian & Associates, for mathematical accuracy, survey analysis, title information, compliance with the Subdivision Map Act, Conditions of Approval and applicable Monterey Park Municipal Code provisions. As required, new curb, gutter, sidewalk and driveway aprons were constructed in the street right-of-way. All utility services were placed underground, and new trees, parkway landscaping and irrigation system were installed.

BACKGROUND:

The subject development is located at 306 N. Huntington Avenue, which is on the east side of the street between Emerson Avenue and Garcelon Avenue. The street is 60 feet wide from property line to property line. The site is relatively level and bounded by residential areas to the north, south, east and west. The development is a two unit condominium complex.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The Planning Commission, at its meeting of May 28, 2013, determined this project to be a Class 15 Categorical Exemption pursuant to the California Environmental Quality Act; and also determined that the subject tentative parcel map is consistent with the City's General Plan.

FISCAL IMPACT:

The approval of this map has no fiscal impact on the City beyond the additional property tax and sales tax this development will generate.

Respectfully submitted,

Ron Bow
Director of Public Works/
Assistant City Manager

Prepared by:

Vivian Chen
Civil Engineering Associate

Approved By:

Paul L. Talbot
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENTS

1. Planning Commission Resolution No. 06-13.
2. Planning Commission Staff Report May 28, 2013
3. Minutes from Planning Commission May 28, 2013
4. Resolution for Parcel Map 13-01

ATTACHMENT 1
Planning Commission Resolution
No. 06-13

RESOLUTION NO. 06-13

A RESOLUTION APPROVING TENTATIVE PARCEL MAP NO. 072276 (PM-13-01) TO SUBDIVIDE AIR RIGHTS FOR A TWO-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 306 NORTH HUNTINGTON AVENUE

The Planning Commission of the City of Monterey Park does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

A. On April 11, 2013, Samuel Kuo submitted an application pursuant to Tile 20 of the Monterey Park Municipal Code ("MPMC"), requesting approval of Tentative Parcel Map No. 072276 (PM-13-01) to subdivide air rights to establish and maintain a two-unit condominium project at 306 N Huntington Avenue, ("Project");

B. The proposed Project was reviewed by the Community 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 Development Department completed its review and scheduled a public hearing regarding the proposed Project, before the Planning Commission for May 28, 2013. Notice of the public hearing on the proposed Project was posted and mailed as required by the MPMC;

E. On May 28, 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 representatives of Samuel Kuo; and

F. This Resolution and its findings are made based upon the testimony and evidence presented to the Commission at its May 28, 2013 hearing including, without limitation, the staff report submitted by the Community Development Department.

SECTION 2: *Factual Findings and* Conclusions. The Planning Commission finds that the following facts exist and makes the following conclusions:

A. The Applicant seeks to construct two new detached residential dwelling units and subdivide the air rights for condominium purposes;

B. 306 N Huntington Avenue is zoned R-2 (Medium Density Residential) and designated Medium Density Residential in the General Plan;

C. The Project property is located on the east side of North Huntington Avenue. To the north, south, east and west of the subject property are residential uses;

D. The Project property is 11,828 square feet (0.27 acres) in area and is currently developed with a single family dwelling unit that will be demolished a part of the proposed Project.

SECTION 3: *Environmental Assessment.* Because of the facts identified in Section 2 of this Resolution, the Project is categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines §§ 15315 and 15332 as a Class 15 categorical exemption (Minor Land Divisions) and Class 32 categorical exemption (Infill Development). The project consists of the division of property in an urbanized area that is zoned for residential use into four or fewer parcels. The project conforms with the General Plan because, according to the Land Use Element, the Medium Density Residential land use category provides for moderate density housing either as attached or detached units at a density range of 0 to 16 units per acre. The project is the subdivision of air rights to establish and maintain a two-unit condominium conversion development. The project is consistent with the zoning. No variances or exceptions are required for this project, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent. The subject property is relatively flat.

SECTION 4: *Tentative Parcel Map Findings.* The Commission finds as follows pursuant to Government Code § 66474 and MPMC Title 20:

1. The proposed map is consistent with applicable general and specific plans as required by Government Code § 66473.5. The proposed Tentative Parcel Map is consistent with the City's General Plan in that the subject property is proposed to be developed at a maximum density of 10 dwelling units per acre, which will not exceed the maximum allowed standard of 16 dwelling units per acre for medium density residential uses. The property is located on North Huntington Avenue, a local street with a 50-foot right-of-way, which is adequate in size and capacity to accommodate the anticipated traffic that will be generated by the proposed development. There is no specific plan adopted for this area.

2. The design or improvement of the proposed subdivision is consistent with applicable general and specific plans. The design of the proposed subdivision is consistent with the City's General Plan in that the project is a two-unit condominium project, which is compatible with the moderate density housing either attached or detached allowed in the medium density residential category. There is no specific plan adopted for this area.

3. The site is physically suitable for the type of development and the proposed density of the development. The size of the property is 10,386 square feet (0.24 acres) and adequate in size to accommodate a two-unit condominium conversion project because in the R-2 Zone, one dwelling unit is allowed for every 4,356 square feet of lot area on lots of 9,000 square feet or more and having a front lot line of at least fifty feet.

4. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The subject property is bordered by residentially developed lots to the north, south, east, and west. There are no rare plants, wild animals nor cultural, historical or scenic aspects within the surrounding area.

5. The design of the subdivision or the type of improvements is not likely to cause serious public health problems. The proposed subdivision will not cause any public health problems in that the subject development will be constructed according to all City, State, and Federal regulations and specifications.

6. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within proposed subdivision. There are no public easements for access within the proposed development.

SECTION 5: *Approval.* Subject to the conditions listed on the attached Exhibit "A," which are incorporated into this Resolution by reference, the Planning Commission approves Tentative Parcel Map No. 072276 (PM-13-01).

SECTION 6: *Reliance on Record.* Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 7: *Limitations.* The Planning Commission'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 Planning Commission'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 8: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 9: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 10: A copy of this Resolution will be mailed to Samuel Kuo and to any other person requesting a copy.

SECTION 11: This Resolution may be appealed within nineteen (19) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

SECTION 12: Except as provided in Section 9, this Resolution is the Planning Commission's final decision and will become effective immediately upon adoption.

ADOPTED AND APPROVED this 28th day of May 2013.

Chairperson Michael Hamner

I hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Monterey Park at the regular meeting held on the 28th day of May 2013, by the following vote of the Planning Commission:

AYES: Chairperson Hamner, Vice-Chair Sullivan, Commissioner Ruiz
NOES:
ABSTAIN:
ABSENT:

James Funk, Secretary

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

By: _____
Karl H. Berger,
Assistant City Attorney

PLANNING COMMISSION RESOLUTION NO.

Exhibit A

CONDITIONS OF APPROVAL

306 N HUNTINGTON AVENUE

In addition to all applicable provisions of the Monterey Park Municipal Code ("MPMC"), Samuel Kuo agrees that he will comply with the following provisions as conditions for the City of Monterey Park's approval of Tentative Parcel Map No. 072276 (PM-13-01) ("Project Conditions").

PLANNING:

1. Samuel Kuo (the "Applicant"), agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of PM-13-01 except for such loss or damage arising from the City's sole negligence or willful misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of PM-13-01, the Applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of Monterey Park's elected officials, appointed officials, officers, and employees.

2. This approval is for the project as shown on the plans reviewed and approved by the Planning Commission and on file. Before the City issues a building permit, the Applicant must submit plans, showing that the project substantially complies with the plans and conditions of approval on file with the Planning and Building Safety Department. Any subsequent modification must be referred to the Director of the Community Development Department for a determination regarding the need for Planning Commission review and approval of the proposed modification.

3. The tentative parcel map expires twenty-four months after its approval if the use has not commenced or if improvements are required, but construction has not commenced under a valid building permit. Three one year extension may be granted by the Planning Commission upon finding of good cause.

4. All conditions of approval must be listed on the plans submitted for plan check and on the plans for which a building permit is issued.

5. Before building permits are issued, the applicant must obtain all the necessary approvals, licenses and permits and pay all the appropriate fees as required by the City.

6. The real property subject to PM-13-01 must remain well-maintained and free of graffiti.

7. Building permits are required for any interior tenant improvements.

8. Landscaping/irrigation must be maintained in good condition at all times.

9. A final map must be recorded before the City issues a certificate of occupancy.

BUILDING:

10. The second sheet of the building plans must list all City of Monterey Park conditions of approval.

11. A valid building permit does not allow excavations to encroach into adjacent property. Requirements for protection of adjacent property are defined in Civil Code § 832.

12. The site plan must indicate the proposed path of building sewer, size of sewer line, location of cleanouts, and the invert elevation of the lateral at the property line.

13. A soils and geology report is required as part of plan check submittal.

14. Before the City issues a building permit, the applicant must obtain a permit from CAL-OSHA to construct the project.

15. The applicant must submit a compaction report for demolition of previous buildings to the Monterey Park Public Works Department for approval before the City allows the applicant to excavate new foundations.

ENGINEERING:

16. Under the Los Angeles County Municipal "National Pollutant Discharge Elimination System (NPDES) Permit," which the City of Monterey Park is a permittee; this project involves the distribution of soils by grading, clearing and/or excavation. The applicant/property owner is required to obtain a "General Construction Activity Storm Water" Permit, and the City of Monterey Park will condition the issuance of the grading permit on evidence of compliance with this permit and its requirements. Compliance information is available in the office of the City Engineer.

17. The applicant must record the Final Parcel Map after the City Engineer approves the final map and the City Council accepts any applicable bonds or agreements. A refundable $191 cash deposit must be submitted to guarantee that developer will provide the City with 1 transparent 4 mil thick mylar tracing, 1 electronic file of approved final map tracings transferable to City's AutoCAD and GIS systems and 2 blueprints of the recorded map which must be filed with the City Engineer's

Office within 3 months of recordation. If recorded copy is not submitted by the end of the three-month time period, developer will forfeit the $191 cash deposit.

18. The applicant/property owner must provide written proof that there are no liens against the subdivision for unpaid taxes or special assessments and submit L.A. County tax bill, tax payment receipt, and copy of cancelled check before filing a Final Parcel Map with the City for approval.

19. The developer/owner is responsible for paying all applicable City development impact fees as required by MPMC.

20. A homeowner's association must be established.

21. Covenants Conditions & Restrictions must be prepared and filed with the City to obtain City Attorney and the City Engineer approval. Developer/owner shall be responsible for securing the CC&R guidelines from the Office of the City Engineer. A copy of the recorded CC&Rs must be submitted before final inspection and clearance of the building permit. The applicant must pay for the City's costs associated with reviewing the CC&Rs including, without limitation, legal costs.

22. All improvement plans, including grading and public improvement plans must be based upon City approved criteria. Benchmark references to be obtained from the Engineering Division.

23. A water plan must be submitted for review and approval by the City Engineer. This plan must substantiate adequate water service for domestic flow, fire flow and identify backflow prevention. If current fire flow and pressure tests are not available to substantiate adequate pressure and flow to serve the development, the developer is responsible for conducting the appropriate tests and submitting copies of the test results for review and ultimate approval by the City.

24. Water Division requirements are to be determined upon completion and submittal of a water meter sizing sheet by the applicant. This may include up sizing of water meter and water services. All upgrading costs are the responsibility of the property owner.

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

26. Any damage done to existing street improvements and utilities during construction must be repaired before the City issues certificates of occupancy. Pre-existing damaged, deteriorated, substandard or off-grade curb, gutter,

driveways and sidewalk must be repaired or replaced to the satisfaction of the City Engineer.

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

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

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

30. Parkways must be irrigated and landscaped per plans submitted for review and approval by the City Engineer. The need for preserving existing street trees and/or providing additional street trees must be reviewed and approved by the City Recreation and Parks Department.

31. A Site and Landscaping Plan must be submitted for the public right-of-way. The Site and Landscaping Plan must show all utilities, street lights, fire hydrants, etc. Any existing trees closer than 6 feet from a water meter, 10 feet from a new driveway and 6 feet from a sewer line must be removed.

FIRE:

32. The applicant must submit plans to the Monterey Park Fire Department for approval before the City issues a building permit.

33. The applicant must provide a minimum unobstructed driveway width of 20 feet, except for approved security gates in the accordance with Fire Code § 503.6 and an unobstructed vertical clearance "clear to sky" for Fire Department vehicular access to within 150 feet of all portions of the exterior building walls according to Fire Code § 503.2.1. Cross-hatch the Fire Department vehicle access on the site plan.

34. Dead-end fire apparatus access roads in excess of 150 feet in length must be provided with an approved Fire Department turnaround according to Fire Code § 503.2.5 Cross hatch the Fire Department turnaround on the site plan.

35. Fire Department vehicular access roads must be installed and maintained in a serviceable manner prior to and during the time of construction according to Fire Code § 501.4. Provide a note on the site plan.

36. A minimum 5 feet wide approved firefighter access walkway leading from the fire apparatus access road to the building exterior openings must be provided for fire fighting and recue purposes according to Fire Code § 504.1. Indicate the fire fighter walkway access routes on the site plan.

LICENSING:

37. Business licenses are required if residential dwelling units are used as rentals.

POLICE:

38. Adequate exterior lighting must be provided so that the units are visible from the street during the hours of darkness.

39. An alarm system should be installed in each residential unit. An alarm permit must be maintained and kept updated on each residential unit. Contact the Monterey Park Police Department Community Relations Bureau at (626) 307-1215 for the alarm permits.

40. The shrubbery on the property must be installed and maintained in such condition to permit good visibility of the units from the streets. Any shrubbery surrounding the complex and in the courtyard areas must be planted and maintained where the height of the greenery would not easily conceal persons.

41. The driveway leading into the complex must be constructed and maintained in such a condition that traffic is easily visible to those entering or leaving the location.

42. All common open areas must be well lit during the hours of darkness.

43. Signs must be posted at the guest parking areas and in the driveway leading into the complex.

44. A thoroughfare for residents, guests, and any necessary emergency vehicles and/or personnel must be maintained at all times. The Monterey Park Police Department Traffic Bureau must be contacted for sign verbiage and posting locations. The Traffic Bureau Sergeant can be reached at (626) 307-1481.

By signing this document, Samuel Kuo, certifies that the Applicant read, understood, and agrees to the Project Conditions listed in this document.

Samuel Kuo

Samuel Kuo, Applicant

ATTACHMENT 2
Planning Commission Staff Report
May 28, 2013

PLANNING COMMISSION
STAFF REPORT

ITEM NUMBER
1

TO:	Planning Commission
FROM:	Interim Director of Community Development
MEETING DATE:	May 28, 2013
SUBJECT:	PUBLIC HEARING TENTATIVE PARCEL MAP NO. 072276 (PM-13-01) TO SUBDIVIDE AIR RIGHTS TO ESTABLISH AND MAINTAIN A TWO-UNIT CONDOMINIUM PROJECT IN THE R-2 (MEDIUM DENSITY RESIDENTIAL) ZONE
LOCATION:	306 North Huntington Avenue
APPLICANT:	Samuel Kuo 112 N Earle Street San Gabriel CA 91775
PROJECT PLANNER:	Samantha Tewasart Associate Planner
RECOMMENDATION:	It is recommended that the Planning Commission consider taking the following actions: (1) open the public hearing and take testimonial and documentary evidence; (2) close the public hearing; (3) after considering the evidence presented during the public hearing, adopt the Resolution approving the requested Tentative Parcel Map No. 072276 (PM-13-01); and (4) take such additional, related, action that may be desirable.

ZONE: R-2 (Medium Density Residential)

GENERAL PLAN DESIGNATION: Medium Density Residential

ASSESSORS PARCEL NUMBER: 5255-005-029

SITE DESCRIPTION:

Property Size: 75.11' x 207.63' = 11,828 sq. ft. (0.27 acre)

Surrounding Properties:

North:	R-2 (Medium Density Residential); residential
South:	R-2 (Medium Density Residential); residential
East:	R-2 (Medium Density Residential); residential
West:	R-2 (Medium Density Residential); residential

PROJECT SITE BACKGROUND/PAST CITY APPLICATIONS:

None

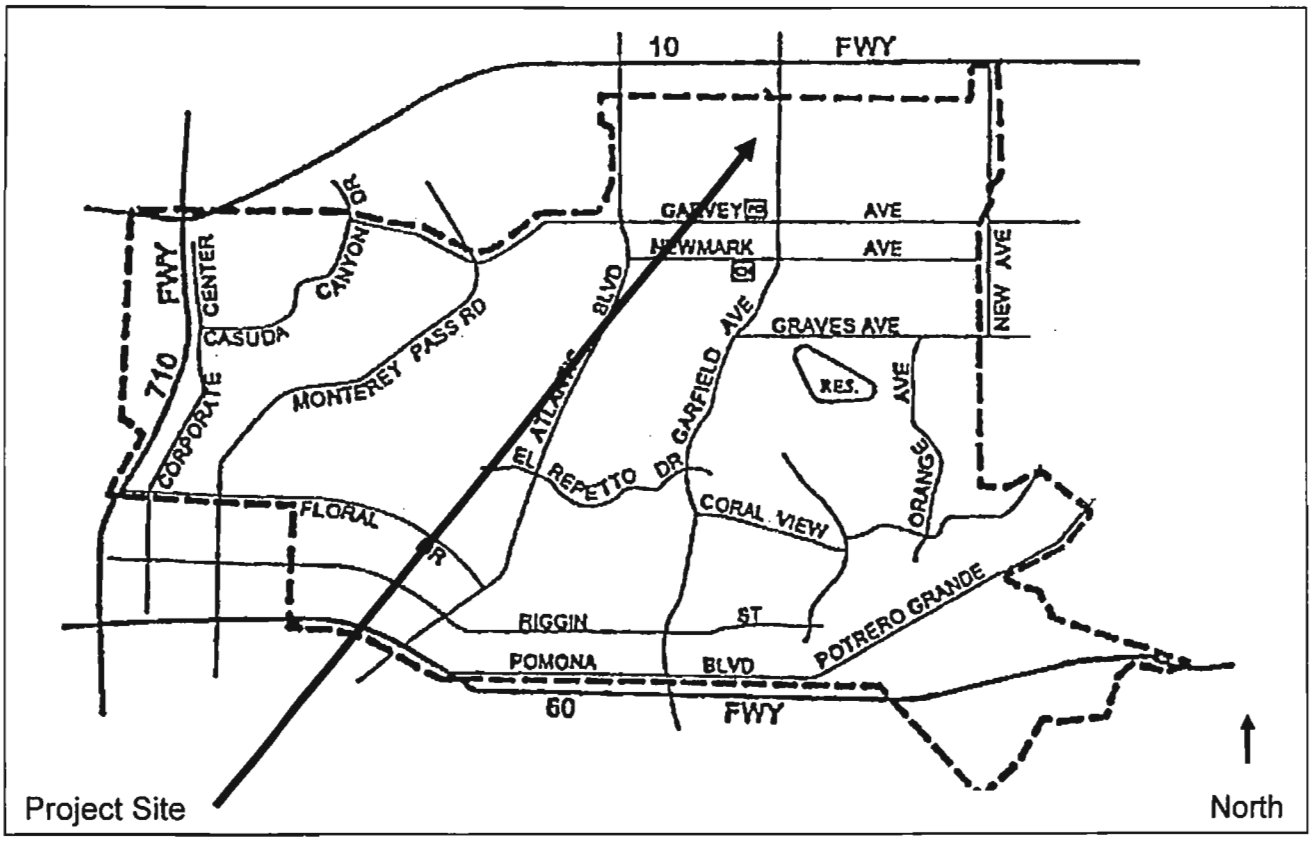
LEGAL NOTIFICATION:

The legal notice of this hearing was posted at the subject site, City Hall, Monterey Park Bruggemeyer Library, and Langley Center on **May 13, 2013** and published in the Monterey Park Progress on **May 16, 2013**, with affidavits of posting and publication on file. The legal notice of this hearing was mailed to **78** property owners within a 300 feet radius and current tenants of the property concerned on **May 13, 2013**.

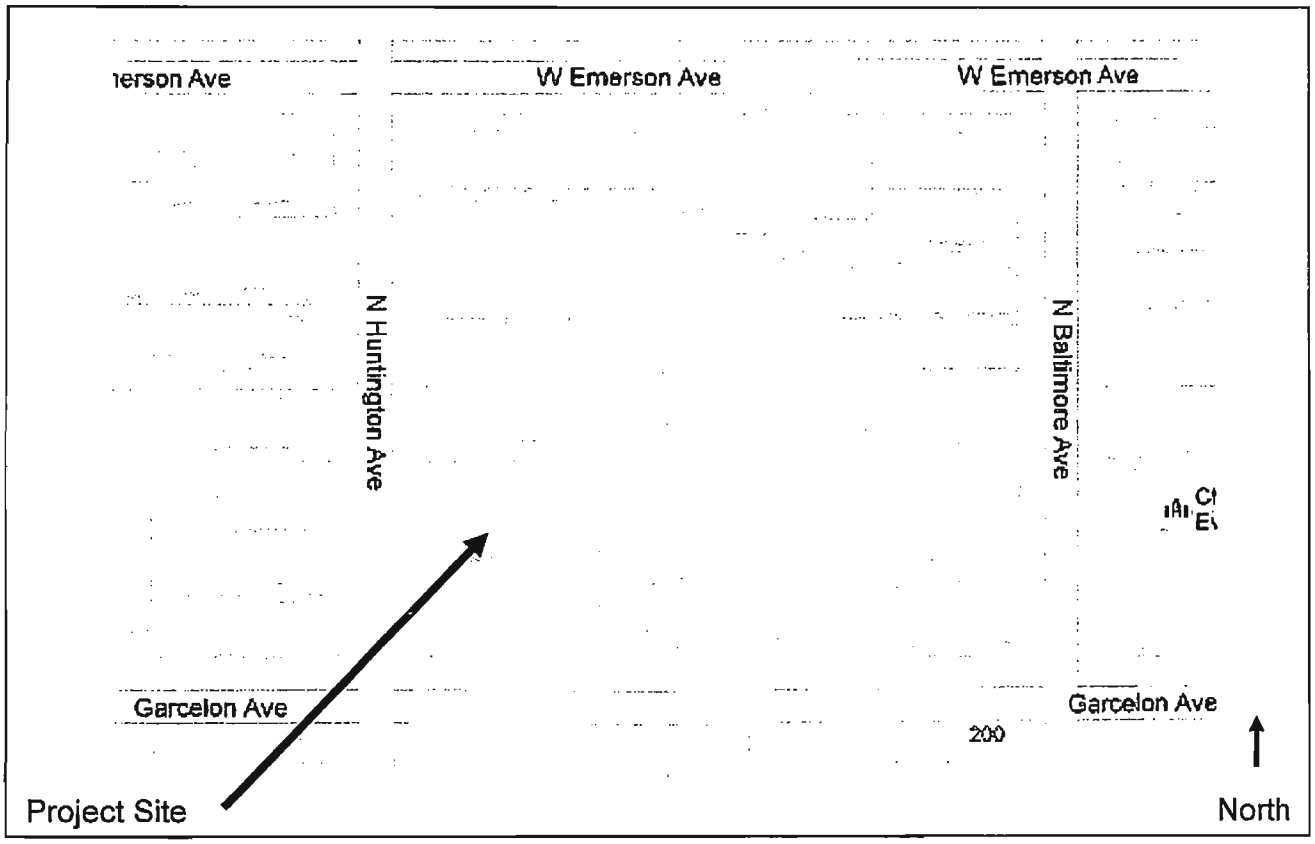
ENVIRONMENTAL ASSESSMENT:

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 § 15315. The project consists of the division of property in an urbanized area that is zoned for residential use into four or fewer parcels. The project conforms with the General Plan because according to the Land Use Element, the Medium Density Residential land use category provides for moderate density housing either as attached or detached units at a density range of 0 to 16 units per acre. The project constitutes the subdivision of air rights to establish and maintain a two-unit condominium conversion development. The project is consistent with the zoning regulations. No variances or exceptions are required for this project, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent. The subject property is relatively flat.

VICINITY MAP:



STREET MAP:


ierson Ave
W Emerson Ave
W Emerson Ave
N Huntington Ave
N Baltimore Ave
Garcelon Ave
Garcelon Ave
200
Project Site
North

AERIAL MAP:

ANALYSIS AND EVALUATION OF PROJECT:

Applicant, Samuel Kuo, is requesting approval of a subdivision of air rights to establish and maintain a two-unit condominium project at 306 North Huntington Avenue. The subject property is zoned R-2 (Medium Density Residential). The lot is 11,828 square feet in size. The property is currently developed with a single family dwelling unit. Per R-2 zoning standards, a maximum building density of 1 unit per 4,356 square feet of lot area applies to this property. The property owner is permitted to build up to two units on the property. The applicant proposes to construct two new detached residential dwelling units on the property and subdivide the air rights for condominium purposes.

The proposed units will be two-stories with four bedrooms. The front unit is 2,703 square feet and the rear unit is 2,426 square feet. The dwelling units will meet the required setbacks of 25 feet for the front and rear yards, 5 feet for the first floor side yard, and 10 feet for the second floor side yard. Parking required for the site, based on the size of the dwelling unit and the number of bedrooms, is 10 spaces. The front and rear units will each have a 3-car garage. Four guest parking spaces are provided between the two dwelling

units. The City's Engineering Division reviewed the circulation and parking and has no objections to the design.

The minimum usable open space area required for units over 800 square feet is 600 square feet, or 1,200 square feet total for this project. The front and rear units have approximately 1,222 square feet of total usable open space. Private open space is provided adjacent to each unit with the front unit's open space area in the front yard and the rear unit's open space in the rear yard. The minimum private open space area required is 250 square feet. The front unit will have approximately 266 square feet of open space and the rear unit will have approximately 400 square feet of open space. The private and usable open space total provided is in excess of the minimum requirements. Common open space is not required for a two-unit development.

This proposal will allow for the subdivision of air rights for condominium purposes only. The project is in compliance with zoning development standards.

RECOMMENDATION:

Staff recommends adopting the Resolution approving the requested Tentative Parcel Map No. 072276 (PM-13-01), subject to the draft conditions of approval.

James Funk
Lead Planner/Economic and Development Special Projects Manager

Attachments:

1. Draft Resolution
2. Site, Floor, and Elevation Plans
3. Tentative Parcel Map No. 072276

ATTACHMENT 3

Minutes from Planning Commission
May 28, 2013

OFFICIAL MINUTES
MONTEREY PARK PLANNING COMMISSION
REGULAR MEETING
MAY 28, 2013

The Planning Commission of the City of Monterey Park held a Regular Meeting of the Commission in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Tuesday, May 28, 2013 at 7:00 p.m.

CALL TO ORDER:

Chairperson Hamner called the meeting to order at 7:00 p.m.

ROLL CALL:

Planner Tewasart called the roll:

Board Members Present:	Chairperson Michael Hamner, Vice-Chair Larry Sullivan, Commissioner Peter Ruiz
Board Members Absent:	None
Also Present:	James Funk, Lead Planner/Economic and Development Special Projects Manager, Karl Verger, Assistant City Attorney, Samantha Tewasart, Associate Planner

ORAL AND WRITTEN COMMUNICATIONS:

None

AGENDA CHANGES AND ADOPTION:

None

APPROVAL OF MINUTES:

None

PUBLIC HEARING:

1. TENTATIVE PARCEL MAP NO. 072276 - 306 N HUNTINGTON AVENUE (PM-13-01)

The applicant, Samuel Kuo, is requesting approval of a subdivision of air rights to establish and maintain a two-unit condominium project at 306 North Huntington Avenue in the R-2 (Medium Density Residential) Zone.

ENVIRONMENTAL:

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 § 15315. The project consists of the division of property in an urbanized area that is zoned for residential use into four or fewer parcels. The project conforms with the

General Plan because according to the Land Use Element, the Medium Density Residential land use category provides for moderate density housing either as attached or detached units at a density range of 0 to 16 units per acre. The project constitutes the subdivision of air rights to establish and maintain a two-unit condominium conversion development. The project is consistent with the zoning regulations. No variances or exceptions are required for this project, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent. The subject property is relatively flat.

Planner Tewasart presented the staff report along with a PowerPoint presentation. She stated that there was a typo on the submitted resolution page 2 in the heading of Section 4 should read "Government Code Section 66474 and also title 20 of the Monterey Park Municipal Code."

Chairperson Hamner opened the public hearing at 8:37 p.m. and closed the public hearing at 8:44 p.m.

Public Speakers:

Samuel Kuo, applicant, architect and property owner stated his address as 100 S. Alameda, Los Angeles.

The Commission asked Mr. Kuo if he is aware of all the conditions set by staff for this project. Mr. Kuo replied by stating that he is aware of all the conditions. Commissioner Hamner raised the issue of the concrete block wall and the minimum thickness of 6 inches to 8 inches and how that will affect the setback requirements for the garage. Planner Tewasart responded by stating that the turning radius can be adjusted considering the width of the perimeter block wall. Planner Tewasart informed the Commission that the applicant stated that the adjustment can be made. Commissioner Hamner spoke about the setback of the 2-car garage and mentioned that the space is tight. Planner Tewasart mentioned that there is extra space from the laundry room and storage area that they can utilize.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing adopted as amended to make changes to the setback requirements to the garages based on the concrete block wall thickness and taking extra space from either the laundry room and/or storage area for the other garage. **Resolution No. 06-13** approving the requested Tentative Parcel Map No. 072276 (PM-13-01)

Resolution No. 06-13, entitled:
A RESOLUTION APPROVING A TENTATIVE PARCEL MAP NO. 072276 (PM-13-01) TO SUBDIVIDE AIR RIGHTS FOR A TWO-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 306 NORTH HUNTINGTON AVENUE

Motion: Moved by Commissioner Ruiz and seconded by Vice-Chair Sullivan, motion carried by the following vote:

Ayes: Commissioners: Hamner, Sullivan, and Ruiz
Noes: Commissioners: None

Absent: Commissioners: None
Abstain: Commissioners: None

ITEMS FROM COMMUNITY DEVELOPMENT:
James Funk spoke about a possible parking study that the Mayor and Council would like conducted.

ITEMS FROM COMMISSION:

None

ADJOURNMENT
There being no further business for consideration, the meeting adjourned at 9:15 p.m.

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

ATTACHMENT 4
Resolution
Parcel Map 13-01

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL PARCEL MAP FOR SUBDIVIDING A 0.24 ACRES ACRE PARCEL LOCATED AT 306 N. HUNTINGTON AVENUE FOR CONDOMINIUM PURPOSES.

(PROJECT NO. PM-13-01)

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

SECTION 1: The City Council finds and declares that:

A. On April 11, 2013, Samuel Kuo (the "Applicant") submitted an application pursuant to Title 20 of the Monterey Park Municipal Code ("MPMC"), requesting approval of Tentative Parcel Map No. 072276 (PM-13-01) to subdivide air rights to establish and maintain a two-unit condominium project at 306 North Huntington Avenue ("Project");

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

C. The Community Development Department reviewed the Project's environmental impacts pursuant to 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 ("Monterey Park Guidelines"); CEQA, CEQA Guidelines and Monterey Park Guidelines collectively referred to as "CEQA Regulations";

D. The Community Development Department completed its review and scheduled a public hearing regarding the application before the Planning Commission for May 28, 2013;

E. On May 28, 2013, the Commission held a public hearing regarding the project. Following the public hearing, the Planning Commission voted to approve the Project for the reasons stated within Planning Commission Resolution No. 06-13;

F. On July 16, 2014, the City Council held a public meeting to consider approving the Final Parcel Map;

G. The Council considered the information provided by City staff, public testimony, and the Applicant's representative. This Resolution, and its findings, is made based upon the evidence presented to the Council at its meeting on July 16, 2014, including, without limitation, the staff report

submitted by the Public Works Department.

SECTION 2: *Approval.* Pursuant to MPMC § 20.20.050 and subject to the conditions listed on the attached Exhibit "A," which is incorporated into this Resolution by reference, the City Council approves Parcel Map No. 72276 for the reason that it substantially conforms to the MPMC and Subdivision Map Act (Government Code §§66410, *et seq.*).

SECTION 3: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

SECTION 4: The City Clerk is directed to mail a copy of this Resolution to the Applicant and to any other person requesting a copy.

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

EXHIBIT A

CONDITIONS OF APPROVAL

In addition to all applicable provisions of the Monterey Park Municipal Code ("MPMC"), Applicant agrees that it will comply with the following provisions as conditions for the City of Monterey Park's approval of Parcel Map No. 72276, and all related approvals ("Project Conditions").

A. Community Development Department Conditions

1. This approval is granted for the land or land use described in the application and any attachments thereto, and as shown on Parcel Map No. 72276 and project number PM-13-01 (the "Project").

2. Development of the new lot is subject to MPMC regulations in place at time of development.

B. Before Acceptance of the Final Map/Before Recordation of the Parcel Map:

1. The applicant/developer must provide the Public Works Department with written evidence from the County Clerk's office stating that the provisions of Government Code §§ 66492 and 66493 were met and satisfied before the approval of the Parcel map.

C. Miscellaneous Conditions

1. This Resolution and conditions of approval was adopted with the knowledge, understanding and consent of the owner/applicant.

2. The owner/applicant must comply with all applicable ordinances, codes, regulations, policies, these conditions, and pay all applicable fees and assessments to the City as required by the City's Fee Schedule Resolution.

3. The Applicant agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of Parcel Map No. 72276. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of Parcel Map No. 72276, Applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section, "the City" includes the City of

Monterey Park's elected officials, appointed officials, officers, and employees.

By signing this document, Applicant certifies that he has read, understood, and agree to the Project Conditions listed in this document.

_____ _____

Applicant Date

City Council Staff Report

DATE: July 16, 2014

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

TO: The Honorable Mayor and City Council

FROM: Dan Costley, Director of Recreation and Community Services

SUBJECT: Renew contract with World Journal LA, LLC, as Co-Producer of the Monterey Park for 2015, 2016, and 2017 Lunar New Year Festival

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute a three (3) year agreement, in a form approved by the City Attorney, with World Journal LA, LLC for producing the Lunar New Year Festival; and
2. Take such additional, related, action that may be desirable.

BACKGROUND:

The BIDAC and City staff have been pleased with the the 2012, 2013 and 2014 Lunar New Year Festivals. World Journal has successfully increased the number of booths at the festival and provided cultural entertainment that can be enjoyed by everyone.

DISCUSSION:

The City will host its 17th Annual Lunar New Year Celebration in 2015. The event will be located on West Garvey Avenue in the downtown area (Location Map: Attachment "1"); starting at Alhambra Avenue and traveling west to Garfield Avenue.

Renewal of the contract with the extended term would give World Journal the time needed to plan and secure larger sponsors and more vendors. This will ultimately result in more successful festivals in upcoming years.

In addition to the extended term of the contract, two other differences should be noted: profit sharing (Section 5.1) includes a provision for sharing with the City and Business Improvement District No. 1 (BID). The profit sharing would occur if there are any monies remaining after World Journal recoup its expenses. The City will share its portion of the profit with the BID once the City has recouped its costs attributed to the production of the Festival. The remaining addition to the new contract is the provision for advertising space in the World Journal for the BID members. The full-page ad space would be provided twice before the Lunar New Year and twice before Christmas.

World Journal met with the Business Improvement District No. 1 Committee (BIDAC) to discuss the extended term and possible extended area of the Festival. During the meeting, a preliminary agreement was reached that the BID would no longer reimburse the City for staff time during the event; those costs would be paid in their entirety by World

Journal. In addition, World Journal would provide advertising space for the businesses located within the BID twice each year on two separate occasions. The BIDAC agreed to support the term extension and the extension of the Festival area should World Journal decide to approach the City Council for the area extension.

The Festival will be co-produced by World Journal, the City, and BIDAC. World Journal would be responsible for soliciting vendors, sponsors, contracting a company to set-up the tents and equipment, entertainment, decoration, marketing, security, restrooms, daily trash clean-up, and all other financial obligations resulting from the production of the event which includes City staffing, street closure, inspections, traffic, and any other duties undertaken in previous years. The BIDAC would work with the City to produce the Opening Ceremony.

World Journal would like the option to extend the area to include the west side of Garvey Avenue up to Ramona Boulevard, should the opportunity present itself in the near future. At that time, World Journal would bring the option to the City Council for additional street closure. World Journal realizes the idea of expanding further west must be vetted more closely and contact must be made with the affected businesses and surrounding residents. The expanded area is a possibility, in the coming years, due to the great success of past Festivals and requests for booth space by new vendors.

FISCAL IMPACT

No fiscal impact. The expense for City staff, street closures, inspections, traffic, and other duties undertaken in previous years will be paid for by World Journal LA, LLC.

Respectfully submitted by:

Dan Costley
Director of Recreation and Community Services

Prepared by:

Robert Aguirre
Recreation Superintendent

Approved by:

Paul L. Talbot
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

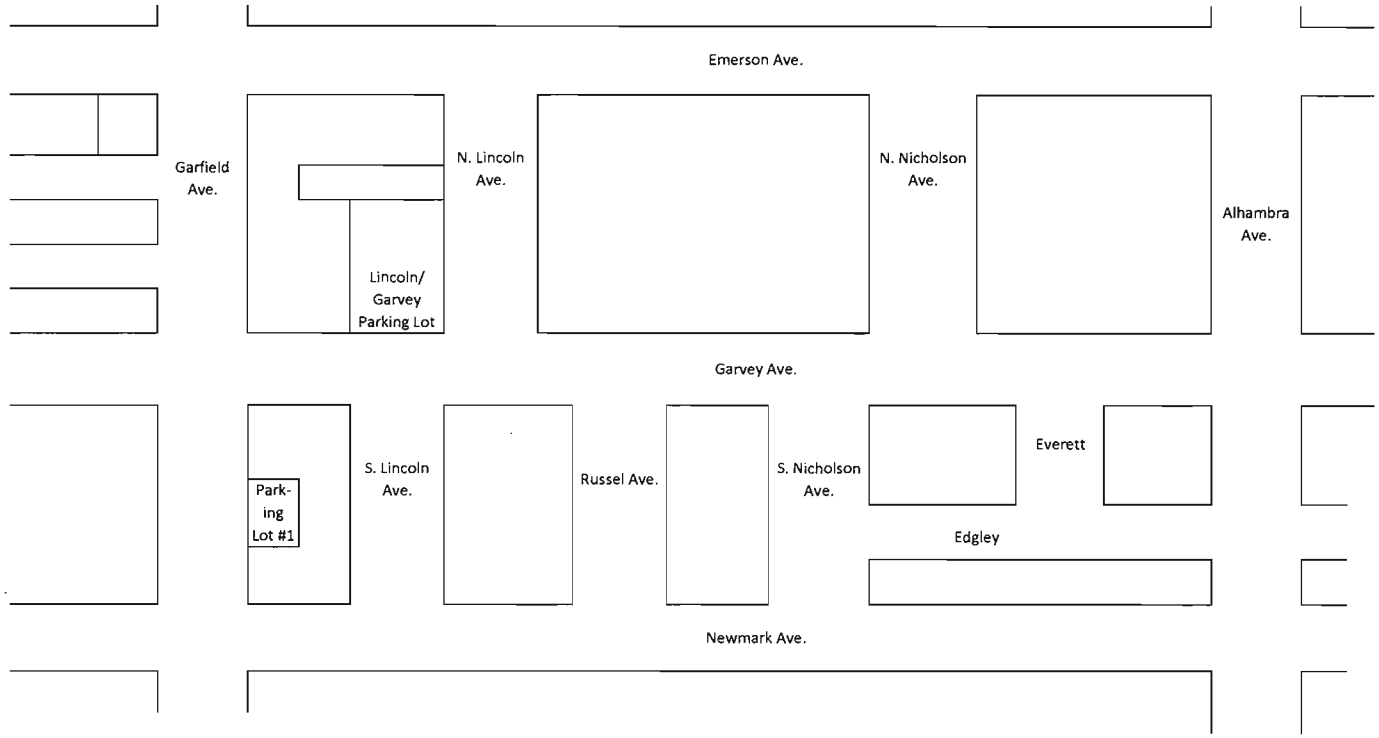
ATTACHMENT:

1. Location Map
2. Picture from 2013 crowd along Garvey Avenue
3. 2015 – 2017 Agreement for the Lunar New Year Festival

ATTACHMENT "1"

LOCATION MAP

2015 Lunar Festival



Festival Location

ATTACHMENT "2"

PHOTOGRAPH

ATTACHMENT "3"

AGREEMENT

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF MONTEREY PARK AND
WORLD JOURNAL LA, LLC

This Professional Services Agreement ("**Agreement**") is governed by the laws of the State of California and is made and entered into this 16th day of July, 2014, by and between the CITY OF MONTEREY PARK, a public corporation ("**CITY**"), and WORLD JOURNAL LA, LLC, a California limited liability corporation ("**CO-PRODUCER**"), collectively referred to as the "Parties," and separately referred to as a "Party."

RECITALS

A. The Lunar New Year is celebrated during a fifteen-day period around January and February of each year.

B. The CITY has historically conducted Lunar New Year Festivals and desires to do so again in 2015, 2016, and 2017.

C. The CITY's Lunar New Year Festival is becoming a leading Lunar New Year Festival in the greater Los Angeles Area and attracts visitors from a wide diversity of backgrounds.

D. The CITY desires an experienced regional event coordinator to organize and manage the 2015, 2016, and 2017 Monterey Park Lunar New Year Celebration Festival (the "**Festival**").

NOW, THEREFORE, in consideration of the performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

ARTICLE 1
TERM OF AGREEMENT

1.1 This Agreement commences on **July 16th, 2014**, and continues in full force and effect through**, March 17, 2017**, unless earlier terminated as provided elsewhere in this Agreement.

ARTICLE 2
RESPONSIBILITIES OF CO-PRODUCER

2.1 The CO-PRODUCER agrees to perform any and all work necessary for the completion of the Monterey Park Lunar New Year Celebration Festival.

2.2 The CO-PRODUCER represents that it employs or will employ, at its own expense, all personnel required for the performance of any and all tasks and services. Expenses to include reimbursement for CITY staff time during the duration of the festival, including street closures, inspections, traffic, and any other duties undertaken in previous years.

2.3 The CO-PRODUCER represents that the tasks and services will be performed by the CO-PRODUCER, or under its direct supervision, and that all personnel engaged in such work are fully qualified and authorized and permitted under applicable State and/or local law to perform such tasks and services.

2.4 The CO-PRODUCER cannot subcontract or assign any portion of the production management duties herein without CITY's prior written approval which cannot be unreasonably withheld.

2.5 The CO-PRODUCER must work closely with CITY's designated liaison.

2.6 The CO-PRODUCER designates Konan Tien as its representative for supervision of the tasks and services required by this Agreement.

2.7 [Intentionally blank]

2.8 The CO-PRODUCER must comply with all applicable Federal, State, and local laws, ordinances and regulations.

2.9 CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, provided such changes do not create substantial burdens on CO-PRODUCER, and only on condition that such additions, deletions or revisions are submitted to CO-PRODUCER no later than December 13, 2014; December 12, 2015; December 10, 2016. All such changes must be authorized in writing, executed by CO-PRODUCER and CITY. The cost, credit, liability or time extension resulting from changes in the services will be determined and shared in accordance with written agreement between the Parties.

2.10 CO-PRODUCER is responsible for obtaining paid sponsorships for local, state and national businesses to provide funding for the Festival.

2.11 CO-PRODUCER is responsible for leasing booths to vendors, community organizations and/or non-profits organizations to provide funding for the Festival. CO-PRODUCER must ensure that only vendors promoting a diversity of products and/or services to the community are involved with the Festival. CO-PRODUCER must also ensure that a portion of the booths are made available for Monterey Park merchants, artistic and hand-crafted products. Further, CO-PRODUCER must ensure that booths selling products are placed so that they do not directly compete with affixed businesses located adjacent to such booths.

2.12 CO-PRODUCER must provide a layout to CITY with a total number of booths and or/tents. The configuration of all booths and tents, both externally and internally, must be approved by the Monterey Park Fire Department in its regulatory capacity.

2.13 CO-PRODUCER, except for otherwise indicated in this Agreement, is solely responsible for all expenses, costs, liabilities, and losses, incurred in furtherance of this Agreement and/or related to the Festival. CITY does not have any liability or responsibility for the payment of any losses suffered or liabilities incurred by the CO-PRODUCER arising from producing this event unless

solely and directly caused by the CITY's or its officers, officials, employees and/or representatives willful or negligent act(s).

ARTICLE 3

RESPONSIBILITIES OF THE CITY

3.1 Robert Aguirre is the CITY's liaison regarding the subject matter of this Agreement.

3.2 CITY will provide full information regarding its requirements for the Agreement, and furnish CO-PRODUCER with any and all information, data, reports, maps, and records which are available within the offices of the CITY and are necessary for the performance by the CO-PRODUCER of the tasks and services in this Agreement at no cost to CO-PRODUCER.

ARTICLE 4
INTELLECTUAL PROPERTY LICENSES.

4.1 CITY grants to CO-PRODUCER an exclusive worldwide license during the term to market and promote the Festival name and any logo in any manner or media now known or hereafter devised ("Licensed Product"), including, without limitation, products embodying same.

4.2 CITY grants to CO-PRODUCER an exclusive license during the term to produce and operate the Festival within CITY's jurisdictional limits, but not elsewhere, in any manner whatsoever, provided that during the term. CITY will not grant to any other person or entity the right to produce and/or operate the Festival, whether in the CITY's jurisdictional limits or otherwise;

4.3 Pursuant to the Copyright Act of 1976, as amended, (17 U.S.C. §§ 101, *et seq.*) CITY and CO-PRODUCER will jointly retain the copyright and all other rights in and to the Logo and the Festival to be designed by CO-PRODUCER.

4.4 Other than in connection with the promotion, marketing and production of the Festival, CO-PRODUCER will not grant permission to others to use any logo without CITY's written permission, not to be unreasonably withheld.

4.5 If CO-PRODUCER learns of the substantial infringement of any copyright licensed under this Agreement, CO-PRODUCER will call CITY's attention thereto in writing and provide CITY with reasonable evidence of infringement. Neither party will notify a third party of the infringement without first obtaining consent of the other party, which consent will not be unreasonably denied. Both Parties will use their best efforts in cooperation with each other to terminate infringement without litigation. CO-PRODUCER will have no obligation to commence litigation in connection with any such infringement.

4.6 Legal action, as is decided on, will be at the expense of the party bringing suit and all damages recovered thereby will belong to the party bringing suit, but legal action brought jointly by CITY and CO-PRODUCER and fully participated in by both will be at the joint expense of the Parties

and all recoveries will be shared jointly by them in proportion to the share of expense paid by each party.

4.7 Each party will cooperate with the other in litigation proceedings instituted hereunder but at the expense of the party bringing suit. Litigation will be controlled by the party bringing the suit, except that CITY may be represented by counsel of its choice in any suit brought by CO-PRODUCER.

ARTICLE 5
COMPENSATION

5.1 CO-PRODUCER must share Net Profit with CITY as follows:

Amount of Net Profit	Portion to CO-PRODUCER	Portion to CITY
$0 to $20,000	80%	20%
$20,001 - $30,000	75%	25%
$30,001+	70%	30%

"Net Profit" is calculated by subtracting CO-PRODUCER's expenses and costs associated with FESTIVAL event from total income (e.g. commissions from the carnival, the fees paid by vendors or merchants, or sponsorships) received by CO-PRODUCER. The necessity or the amount of said expenses and costs shall be solely determined by CO-PRODUCER. Once the City has recouped their costs attributed to the production of the Lunar New Year from their portion of the Net Profit, it will share fifty percent (50%) of the remaining profit with the Business Improvement District No. 1 (BID).

5.2 CO-PRODUCER agrees to provide an expense and income statement to the CITY in sufficient detail to verify Net Profit generated from the Festival using common accounting practices. Such expense and income statement must be provided within 45 days of the ending date of the Festival for any one year. In addition, copies of various backup information, invoices, revenue receipts, etc, must be provided to the CITY at the same time the income and expense statement is provided. Income sources must include, without limitation, commissions from the carnival and the fees paid by vendors or merchants to attend the event, or sponsorships, etc.

5.3 CO-PRODUCER agrees to provide the CITY with one (1) page of advertising space in the World Journal publication to be utilized by BIDAC, Free of charge, twice during the two weeks prior to each year of the respective Monterey Park Lunar New Year Celebration Festival dates in 2015, 2016, and 2017; and twice, prior to each Christmas in 2015, 2016, and 2017. World Journal will provide the criteria for advertising to city staff with enough lead-time prior to publication dates so city staff can transmit the publication requirements to BID members.

5.4 The Parties agree that failure of CO-PRODUCER to timely provide the expense and income statement to CITY constitutes a default. Upon default, CITY must notify in writing to CO-PRODUCER and allow CO-PRODUCER a seven (7)-day grace period to cure the default. Should CO-PRODUCER fail to cure the default in the grace period, and CITY opts to not allow

CO-PRODUCER to continue to provide the expenses and income statement, the Parties agree that this default will result in damage and injury to CITY. The Parties further agree, however, that actual damages incurred by CITY as result of such default is difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the Parties have negotiated and have agreed that for each calendar day during which such default occurs, that CO-PRODUCER will pay CITY, as and for liquidated damages, and not as a penalty, the sum of one hundred dollars ($100).

ARTICLE 6
TERMINATION OF AGREEMENT

6.1 Each Party may terminate this Agreement with or without cause upon providing the other Party fifteen (15) day written notice, but in no event later than December 13, 2014; December 12, 2015; December 10, 2016.

6.2 The Parties agree that each party shall assume responsibility for its own costs, expenses, losses, damages and/or other liabilities which the Party may sustain by reason of such termination.

ARTICLE 7
EMPLOYMENT PRACTICES OF THE CO-PRODUCER

7.1 In providing for the performance of the tasks and services required by this Agreement, the CO-PRODUCER cannot discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, or national origin.

7.2 The CO-PRODUCER must take affirmative actions to ensure that applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, or national origin.

7.2.1 Affirmative actions include, without limitation, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

7.2.2 These provisions must be included in any subcontract for the services provided under this Agreement awarded by the CO-PRODUCER.

7.2.3 The CO-PRODUCER will cooperate with the CITY in maximizing the utilization of minority business enterprises to complete any subcontract work under this Agreement.

ARTICLE 8
CONFLICTS OF INTEREST

8.1 No officer or employee of the CITY can have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure with the CITY or for a period of one (1) year thereafter. This section will survive termination of the Agreement.

8.2 The CO-PRODUCER covenants on behalf of itself and its employees, that it has, at the time of the execution of this Agreement, no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement, nor will it acquire any such interest at any time during such performance of services. The CO-PRODUCER further covenants that during the performance of this Agreement, no person, having any such interest may be employed by the CO-PRODUCER.

8.3 The CITY and the CO-PRODUCER covenant and agree that, to their best knowledge, no member of the City of Monterey Park, nor any officer or employee of the CITY has any interest, whether contractual, non-contractual, financial or otherwise direct or indirect, in this Agreement or in the business of subcontracting work required under this Agreement; and that if any such interest comes to the attention of either party at any time during the performance of this Agreement, a full and complete disclosure of such information must be made in writing to the other party, even if such interest would not be considered a conflict of interest under applicable laws and the CO-PRODUCER must take such action as required by law to eliminate the conflict of interest.

8.4 The CO-PRODUCER covenants that it has not employed or retained any person or company to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or company any fee, commission, percentage, brokerage fee, gift, or other compensation, contingent upon or resulting from the award of making of this Agreement. For breach or violation of this covenant, the CITY has the right to annul this Agreement without liability, or in its discretion to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

8.5 CO-PRODUCER cannot disseminate mailers, flyers, newsletters, magazines or any other written materials that exceed 200 in number that contain CITY COUNCIL member's names, pictures or likenesses except the CITY COUNCIL member's name may be listed in a letterhead format subject to approval by CITY. This provision specifically excludes any and all press releases, news articles, reporting coverage, magazine articles, and other feature articles that are authored by CO-PRODUCER reporting on the event.

ARTICLE 9
INSURANCE/INDEMNIFICATION

9.1 The CO-PRODUCER must procure and maintain, for the respective Monterey Park Lunar New Year Celebration Festival dates in 2015, 2016 and 2017, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the CO-PRODUCER'S performance. The cost of such insurance is borne by the CO-PRODUCER. CITY may terminate this Agreement for CO-PRODUCER's failure to procure and/or maintain the proper insurance.

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

Type of Insurance	Limits
Commercial general liability	$1,000,000
Professional Liability	$1,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement

9.3 Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form, or equivalent. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insured's" 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 and non contributory. 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 to CITY.

9.4 Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CO-PRODUCER will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CO-PRODUCER for all claims made by CITY arising out of any errors or omissions of CO-PRODUCER, or its officers or employees during the time this Agreement was in effect.

9.5 Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

9.6 CO-PRODUCER will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A: VII."

9.7 Should CO-PRODUCER, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CO-PRODUCER's expense and deduct the cost of such insurance from payments due to CO-PRODUCER
under this Agreement or terminate.

9.8 All Coverages. Each insurance policy required by this clause must be endorsed to state that coverage cannot be cancelled except after thirty (30) days prior written notice by mail has been given to the CITY, or ten (10) days' notice if cancellation is due to nonpayment of a premium.

9.9 **INDEMNIFICATION. CO-PRODUCER agrees to the following:**

9.9.1 ***Indemnification for Professional Services.*** **CO-PRODUCER between January 25th and January 26th, 2014 will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, employees and representatives from and against**

any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising solely and directly from any negligent or wrongful act, error or omission by CO-PRODUCER or any of CO-PRODUCER's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.

9.9.2 ***Indemnification for other Damages.*** **CO-PRODUCER for the respective Monterey Park Lunar New Year Celebration Festival dates in 2015, 2016 and 2017 indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees), injuries, or liability, solely and directly arising out of CO-PRODUCER's negligence or willful misconduct in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising directly out of CO-PRODUCER's negligence or willful misconduct, in the performance of this Agreement, CO-PRODUCER will defend CITY (at CITY's written request and with counsel reasonably satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.**

9.9.3 For purposes of this section "CITY" includes CITY's officers, officials, employees, and representatives.

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

9.9.5 The CO-PRODUCER acknowledges that it has fully informed itself of the contents and meaning of this hold harmless agreement, and has so executed it with full knowledge thereof, and that the terms are contractual and not a mere recital. These requirements also apply to any subcontractor whose hazards are not covered by the CO-PRODUCER'S insurance policies.

9.10 CO-PRODUCER agrees to obtain from all its subcontractors involved in this Festival, certificates of insurance evidencing coverage for general liability, workers compensations, and auto liability insurance and furnish to the CITY for verification. It is the CITY's responsibility to verify the certificate's authenticity, adequacy and validity. All Insurance endorsements must contain an additional insured endorsement naming the "CITY OF MONTEREY PARK, its elected and non elected officials, employees, and agents as additional insured's. Policy must apply on a primary basis. Any insurance or self-insurance, maintained by the city is non-contributory to contractor's policy."

ARTICLE 10
FORCE MAJEURE

10.1 Neither CO-PRODUCER nor CITY will be deemed to be in default if performance of the obligations required in this Agreement is delayed or becomes impossible because of any natural disaster, war, terrorist act, earthquake, fire, strike, sickness, inclement weather, accident, civil

commotion, epidemic, act of federal, state, or local government (including CITY in its regulatory and police power capacity), its agencies or officers, or any other legitimate cause beyond control of the Parties.

10.2 On the occurrence of any such event as set forth in Section 10.1, or if CO-PRODUCER fails to perform any of the conditions of this Agreement, because of circumstances beyond the control of CO-PRODUCER and not induced or brought about by the unreasonable acts of CITY, then CITY may elect, by giving notice to CO-PRODUCER, to extend the term of the Agreement to conduct the Festival. In the event of any such extension, specific dates, periods, and time requirements referred to in the Agreement will be postponed or extended accordingly. The Parties will make a good faith effort to negotiate a new date, which must be within sixty (60) days of the original date.

10.4 The Parties agree that each party shall assume responsibility for its own losses expenses, and/or other liabilities that result from this Agreement being delayed or becoming impossible to perform because of any natural disaster, war, terrorist act, earthquake, fire, strike, sickness, inclement weather, accident, civil commotion, epidemic, act of federal, state, or local government (including CITY in its regulatory and police power capacity), its agencies or officers, or any other legitimate cause beyond control of the Parties. CITY has no duty or obligation to pay for any portion of any such losses, expenses, and/or other liabilities.

10.5 Section 5.2 above is not applicable if this Agreement is delayed or becomes impossible because of any natural disaster, war, terrorist act, earthquake, fire, strike, sickness, inclement weather, accident, civil commotion, epidemic, act of federal, state, or local government (including CITY in its regulatory and police power capacity), its agencies or officers, or any other legitimate cause beyond control of the Parties.

10.6 In accordance with Exhibit A, in particular Section 13 and Exhibit E regarding determination process, in the event of inclement weather, or other adverse conditions, the City Manager can make the final determination to postpone or cancel the Festival in his or her sole discretion which shall not be arbitrarily made.

ARTICLE 11
MISCELLANEOUS

11.1 This Agreement is by and between the CITY and CO-PRODUCER and is not intended, and cannot be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the CITY and CO-PRODUCER. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever. CO-PRODUCER and its employees are independent contractors and are not employees of the CITY. CO-PRODUCER is solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. CITY has no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CO-PRODUCER.

The CO-PRODUCER understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of worker's compensation liability, solely employees of CO-PRODUCER and not employees of the CITY. The CO-PRODUCER is solely liable and responsible for furnishing any and all worker's compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CO-PRODUCER hereunder.

The CO-PRODUCER agrees to indemnify, defend with counsel acceptable to the CITY, and hold CITY harmless for any action or proceeding regarding CO-PRODUCER'S employee or agent's independent contractor status. The employees and agents of each party must , while on the premises of the other party, comply with all rules and regulations of the premises, including, without limitation, security requirements.

11.2 The CITY and the CO-PRODUCER each binds itself and its partners, successors, and assigns of to the other party to this Agreement and to the partners, successors and assigns of such other party with respect to all covenants of this Agreement. Neither the CITY nor the CO-PRODUCER can assign, sublet, or transfer its interest in this Agreement without the written consent of the other party.

11.3 This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

11.4 The CO-PRODUCER may begin work upon receipt of the "Notice to Proceed" and diligently perform the services required of him/ her by this Agreement.

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

11.6 Records of the CO-PRODUCER'S expenses pertaining to the Festival and the performance of all services under this Agreement, and records of accounts between the CITY and the CO-PRODUCER must be kept on a generally recognized accounting basis. Such records, in addition to employment, operating, and regulatory documents, must be available to the CITY or its authorized representative at mutually convenient times for inspection. The CO-PRODUCER must maintain all records for up to three (3) years after the termination of this Agreement.

11.7 CO-PRODUCER covenants that, during the term, it cannot use its name or funds, or permit or offer its name or funds, to be used in connection with the election, nomination, support or publicity endorsement or appointment of any officer of employee of (1) the CITY or any governmental agency in which the CITY area is included, or (II) any county, state or federal government agency. The CO-PRODUCER further covenants that it must refrain from

participation in the distribution of pamphlets or handbills of any kind favoring or opposing any candidate for election to any public office or to the office of any equal quasi-public agency.

11.8 For any agreement with a subcontractor or other person or entity hired for this Festival in an industry or trade where workers compensation insurance is generally recommended, CO-PRODUCER agrees that such agreement must include a requirement that the subcontractor or other person or entity provide general liability insurance and workers compensation insurance naming as additional insureds the Parties to this Agreement. For trades or industries where workers compensation insurance is not the norm, CO-PRODUCER agrees that such agreement must, at a minimum, include a requirement that the subcontractor or other person or entity provide general liability insurance. The determination as to what trades or industries generally recommend workers compensation insurance is left to the sole discretion of the CITY. CO-PRODUCER agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein. Nonetheless it is the CITY's responsibility to verify the certificate's authenticity, adequacy and validity. CO-PRODUCER agrees to require that no contract used by any subcontractor will reserve the right to charge back to CITY the cost of insurance required by this Agreement. CO-PRODUCER agrees that upon request, all agreements with subcontractors or others with whom CO-PRODUCER contracts with on behalf of CITY will be submitted to CITY for its review. This is not applicable to the agreements or contract strictly between CO-PRODUCER to verify the certificate's authenticity, adequacy and validity and its subcontractors or others. Failure of CITY to request copies of such agreements will not impose any liability on CITY, or its employees.

11.9 No waiver of any breach of this Agreement can be held to be a waiver of any other subsequent breach. All remedies afforded in this Agreement will be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of one Party to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the other Party of any of the provisions, therefore, cannot be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof or the right of the Party to thereafter enforce each and every such provision.

11.10 If there is a conflict between Services Documents, the highest in precedence controls. The precedence is from highest to lowest in precedence:

1. Permits from other agencies as may be required by law;

2. The body of this Agreement; and

3. Exhibit A and Exhibit E to this Agreement, entitled the Lunar New Year Concept.

11.11 Whenever it is necessary for either party to serve notice on the other respecting this Agreement, such notice must be served by personal delivery or by certified mail addressed to the following addresses, unless and until different addresses may be furnished in writing by either party to the other, and such notice is deemed served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and is valid and sufficient service of notice for all purposes:

CITY	**Robert Aguirre**	**Ph: (626) 307-1390**
	Recreation and Community Services Department City of Monterey Park 320 West Newmark Ave. Monterey Park, CA 91754	
CO-PRODUCER	**Konan Tien**	**Ph: (323) 859-8991**
	World Journal LA, LLC 1588 Corporate Center Dr. Monterey Park, CA 91754	

11.12 CO-PRODUCER cannot make changes in the services or perform any additional work or provide any additional material under this Agreement without first obtaining written authorization from CITY for additional work or materials. Additional labor or materials provided without authorization is done at CO-PRODUCER'S risk and without payment.

11.13 If any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions nevertheless continue in full force and effect without being invalidated in any way.

11.14 CO-PRODUCER agrees that it will not engage in any activity that is substantially similar to the for the respective Lunar New Year Celebration Festival, that will compete directly with the Festival during the term of this Agreement.

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

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

11.17 The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

11.18 The Parties agree that the Festival name, logo(s), website domain, vendor list, sponsor list, all forms created on behalf of the Festival are jointly owned by CITY and CO-PRODUCER.

11.19 This Agreement supersedes any and all other Agreements either oral or in writing, between the Parties and with respect to the subject matter herein. Each Party to this Agreement acknowledges that this document comprises the entire Agreement between the above Parties with respect to the subject matter of this Agreement and no other promises, statements or

representations have been made to any Party to this Agreement other than those contained herein. Any modifications of this Agreement is not valid unless in writing and signed by all Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

CITY OF MONTEREY PARK	**WORLD JOURNAL LA, LLC**
_____	_____
Paul Talbot CITY MANAGER	Kun Chi Lo General Manager
Date: _____	Date: _____

ATTEST:

_____
Vincent Chang,
City Clerk

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

By: _____

City Council Staff Report

DATE: July 16, 2014

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

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, CPFO, Controller

SUBJECT: Identifying a tax rate for collecting voter authorized property taxes for employee retirement benefits based on the assessed valuation established by the County Assessor's Office

RECOMMENDATION It is recommended that the City Council:

(1) Adopt a Resolution identifying the amount of tax revenue required to fulfill the voters' intent in funding the City's retirement system; and

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

EXECUTIVE SUMMARY:

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

BACKGROUND:

The City's retirement tax was authorized by the Monterey Park voters in elections held in 1946 and 1952. The tax rate is limited by AB13 not to exceed the rate imposed in the 1983-84 Fiscal Year. The proposed tax rate for the 2014-15 Fiscal Year is $0.091175 per $100 of assessed valuation. This is the same rate since 1983-84 and it is also the maximum rate allowed by AB13.

For 2014-15, the projected budget for retirement expenditures is $7.2 million. The projected retirement tax revenue, including secured and unsecured retirement property taxes, residual distributions, and General Fund transfer, is approximately $7.2 million to cover the costs. The voter authorized property tax pays for $4.7 million of this overall amount.

The retirement tax is collected by the County Auditor Controller's Office through its annual property tax billing. The City is required to submit the attached resolution establishing the 2014-15 retirement tax rate to the County in August.

Respectfully submitted and prepared by:

Annie Yaung, CPFO
Controller

Chu Thai
Director of Management Services

Approved By:

Paul L. Talbot
City Manager

Reviewed By:

Karl H. Berger
Assistant City Attorney

ATTACHMENT(S):

1. Resolution

ATTACHMENT 1
Resolution

RESOLUTION NO. ____

A RESOLUTION IDENTIFYING THE AMOUNT OF TAX REVENUE REQUIRED TO FULFILL THE VOTERS' INTENT IN FUNDING THE CITY'S RETIREMENT SYSTEM DURING FISCAL YEAR 2014-2015 AND AUTHORIZING THE LEVY OF APPROPRIATE TAXES.

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

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

A. On August 20, 1946, the City's voters approved a ballot measure which authorized the City to participate in the "State Employee Retirement System" (now the California Public Employee Retirement System) and also authorized the City Council "to levy and collect, annually … a special tax sufficient to raise the amount estimated by [the City] Council to be required to provide sufficient revenue to meet the obligations of said City" to the retirement system;

B. On April 8, 1952, the City's voters approved a ballot measure which extended the City's authorization to participate in the retirement system to include fire and police personnel. That ballot measure affirmed the City Council's authority "to levy and collect taxes sufficient to pay all costs and expenses … to be paid by the City" to the retirement system;

C. In 1978, California voters amended the California Constitution through Proposition 13. That Proposition generally limits the property tax rate to 1% except for indebtedness approved by the voters before July 1, 1978 or bonded indebtedness approved by the voters after July 1, 1978;

D. In 1982, the California Supreme Court determined that a pre-1978 voter-approved pension program was an indebtedness that local officials could finance with a property tax rate outside the usual 1% limit (*Carman v. Alvord* (1982) 31 Cal.3d 318); and

E. In 1985, the Legislature capped existing tax rates at the 1982-83 or 1983-84 level, except for rates supporting general obligation bonds, water contracts, and lease purchases (AB 13, Roos, 1985).

SECTION 2: The amount of tax revenue required from taxable property within the City to pay for the retirement system during fiscal year 2014-2015, beginning July 1, 2014 is $7.2 million.

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

A. For the fiscal year beginning July 1, 2014, the rate for the City is fixed and is levied on all taxable property within the City using the assessed value of such property. Tax Districts are identified below and the corresponding tax collected from each District is listed in the table set forth in subsection C.

B. TAXATION DISTRICT NO. 1 consisting of all that portion of the City of Monterey Park included within the boundaries thereof as fixed by special election held August 19, 1920, (Resolution No. 245); all that territory annexed to the City of Monterey Park at annexation election held January 23, 1923, and known as Garvey Avenue Tracts (Ordinance No. 120); all that territory annexed to the City of Monterey Park at annexation election held on July 8, 1925, and known as New Avenue Tract (Ordinance No. 174); all that territory annexed to the City of Monterey Park at annexation election held July 10, 1928, and known as Keith Tract (Ordinance No. 207); all that territory annexed to the City of Monterey Park by annexation election held on April 22, 1930, and known as Midwick View Estates Tract (Ordinance No. 230); all that territory annexed to the City of Monterey Park known as Jebbia Annexation (Ordinance No. 467); all that territory annexed to the City of Monterey Park known as Midwick Country Club Annexation (Ordinance No. 468); all that territory annexed to the City of Monterey Park known as the Fitzgerald Annexation (Ordinance No. 484); all that territory annexed to the City of Monterey Park known as the Hellman Estate Annexation No. 2 (Ordinance No. 724); all that territory annexed to the City of Monterey Park known as Poteete Annexation (Ordinance No. 850); all that territory annexed to the City of Monterey Park by Ordinance No. 489 and known as the Hamilton Homes Annexation; all that territory annexed to the City of Monterey Park by Ordinance No. 510, and known as Hamilton Homes Annexation No. 2, all that territory annexed to the City of Monterey Park by Ordinance No. 520, effective October 7, 1948, known as the Jebbia Annexation; Wheeler Annexation, effective February 21, 1949, (Ordinance No. 532); Garvey Annexation, effective May 11, 1949, (Ordinance No. 537); Garvey Avenue Annexation No. 2, effective October 13, 1949, (Ordinance No. 547); Monterey Pass Annexation, effective October 13, 1949, (Ordinance No. 548); Reservoir Annexation, effective January 16, 1950, (Ordinance No. 553); Hellman Estate Annexation effective April 26, 1951, (Ordinance No. 590); Industrial Center Annexation effective October 1, 1951, (Ordinance No. 601); Wheeler Annexation No. 2, effective March 25, 1953, (Ordinance No. 638); and O'Brien Annexation, effective November 16, 1953, (Ordinance No. 649); Wheeler Annexation No. 3, effective February 27, 1959, (Ordinance No. 844).

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

D. Tax Table:

Assessed Value:	
Taxation District No. 1	$ 4,800,000,000
Taxation District No. 2	304,000,000
Total	$ 5,104,000,000

	DISTRICT NO.1	DISTRICT NO.2
Retirement Fund Tax Rate	$.091175	$.091175

SECTION 4: *Limitations*. The City Council's analysis and evaluation of this Resolution is based on the best information currently available. It is inevitable that in evaluating a matter that absolute and perfect knowledge of all possible aspects of the issue will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues.
The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 5: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

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

PASSED AND ADOPTED this 16th day of July, 2014

Anthony Wong, Mayor
City of Monterey Park

ATTEST:

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

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

By:
Karl H. Berger
Assistant City Attorney

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

I, VINCENT D. CHANG, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 16th day of July, 2014, by the following vote:

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

Dated this 16th day of July, 2014

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

City Council Staff Report

DATE: JULY 16, 2014

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

TO: The Honorable Mayor and City Council

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

SUBJECT: At-Risk Youth Employment Plan for Tree Planting Project

RECOMMENDATION:

Recommendations: It is recommended that the City Council consider:

(1) Approving the At-Risk Youth Employment Plan and authorizing the City Manager to execute an agreement, in a form approved by the City Attorney, with the San Gabriel Valley Conservation Corps to help implement the Plan; and

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

EXECUTIVE SUMMARY:

The Los Angeles County Regional Park and Open Space District approved an award of $86,554 in grant funds to the City of Monterey Park to plant trees in designated areas. A provision of the Safe Neighborhood Parks Proposition of 1996 (Proposition A) funds is the approval of a Youth Employment Plan.

BACKGROUND:

On April 24, 2013, Los Angeles County Supervisor Gloria Molina awarded the City $86,544 in Safe Neighborhood Parks Proposition of 1996 (Proposition A) grant funds for tree planting. The project involves the purchase and planting of 350 trees in city-owned parkways and easements.

A requirement of the Proposition A funding is the employment of *At-Risk Youth*. Elements of the project that may feasibly be performed by at-risk youth include watering the newly planted trees during the dry months, and maintenance of the tree wells for the first year.

The City proposes to contract with the San Gabriel Valley Conservation Corps to provide local youth in conformance with the Los Angeles County Regional Park and Open Space District's (District) definition of "at-risk youth." The youth that will work on

the project will be residents of Monterey Park. The budget for the contract is provided in the table below:

Task	Hours	Cost ($30/hour)
Watering	120	$3600
Maintenance of tree wells	96	$2880
Total	2,160	$6,480

The SGV Conservation Corps is a local program that helps youth ages 16-24 develop skills and self-confidence. All work performed by the youth will be supervised by adult leaders who are skilled in tree planting and trained mentors.

FISCAL IMPACT:

The Tree Planting project budget is $103,990. The grant amount of $86,554 provides for the purchase and planting of the trees and the San Gabriel Valley Conservation Corps costs. The City will contribute the equivalent of $17,436 in staff time as in-kind match.

Respectfully submitted by:

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

ATTACHMENT

1. Youth Employment Plan

ATTACHMENT 1
Youth Employment Plan

Attachment 1

YOUTH EMPLOYMENT PLAN
City of Monterey Park
Tree Planting in Monterey Park

BACKGROUND

The Safe Neighborhood Parks Proposition of 1996 provided $86,544 to the City of Monterey Park for tree planting. On May 16, 2012, the City Council approved the submittal of an application to the Los Angeles County Regional Park and Open Space District for the purchase and planting of 350 trees in City-owned parkways and easements. The City has identified specific project tasks that may be performed by at-risk youth from within the community.

TASKS THAT MAY BE PERFORMED BY AT-RISK YOUTH

1. Water trees during the dry season (120 hours).
2. Maintain tree wells of the newly planted trees (96 hours).

ESTIMATED COST OF YOUTH EMPLOYMENT

Total estimated hours of youth employment:		216 hours
Cost per hour:	×	$ 30.00 per hour
Total estimated cost of youth employment:		$ 6,480.00

METHOD OF YOUTH EMPLOYMENT

The San Gabriel Valley Conservation Corps, under a contract with the City, will provide local youth in conformance with the Los Angeles County Regional Park and Open Space District's (District) definition of "at-risk youth."

YOUTH EMPLOYMENT GOAL

Under the provisions of the District's policy on employment of at-risk youth, the Youth Employment Goal (YEG) of the City of Monterey Park is $6,480, equal to 7.5 percent the City's total development Project funding from Propositions A of $86,554.

Because the Tree Planting Project is the City's first Project to involve employment of youth, no progress has been made in meeting the City's YEG. The current plan to meet the YEG is as follows:

Tree Planting.....	$	6,480.00	(Prop A funds)
Total Youth Employment.....	**$**	**6,480.00**	

City Council Staff Report

DATE: July 16, 2014

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

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: ADOPTING A RESOLUTION CERTIFYING THE RESULTS OF THE JUNE 3, 2014 SPECIAL MUNICIPAL ELECTION.

RECOMMENDATION:

It is recommended that the City Council:

(1) adopt a resolution certifying the results of the June 3, 2014 special municipal election;

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

EXECUTIVE SUMMARY:

The City held a special election on June 3, 2014 regarding a proposal placed on the ballot by the City Council for a specific plan regulating development at 2015 Potrero Grande. This proposal was identified as Measure A. Based upon the results provided by the Los Angeles County Elections Division, voters approved Measure A. When adopted by the City Council, the draft resolution will certify the results of the June 3, 2014 election.

BACKGROUND:

The City Council adopted Resolution Nos. 11637 and 11638 on February 19, 2014 calling for a special municipal election and placing a land use proposal on the ballot. Later identified as Measure A on the ballot, the land use proposal amends the land use regulations affecting 2015 Potrero Grande. Specifically, Measure A amends the General Plan to change the property designation from Commercial to Medium Density Residential and changes the zoning for the property from Commercial Services (C-S) to 2015 Potrero Grande Specific Plan. These amendments allow for the development of 80 new detached residential dwelling units proposed by Olson Urban Housing, LLC. The subject property is located on the north side of Potrero Grande Drive, one lot east of the northeast corner of Potrero Grande Drive and Saturn Street. The lot is 398,574 square feet (9.15 acres) in area and is currently occupied by the San Gabriel plant nursery.

The Special Election was consolidated with the County Primary Election held on June 3, 2014. A total of 5,022 ballots were cast out of 27,373 registered voters in the City for a turnout of 18.3%.

Measure A received 2,268 "yes" votes or 52.1%, and 2,081 "no" votes or 47.9%. As a result of the election, Measure A was approved by a majority of the voters. Following certification of the election, Measure A will be adopted by operation of law.

FISCAL IMPACT:

The Special Election cost approximately $80,000 (a full accounting is still being determined). Pursuant to an agreement with the City, the Olson Company is paying for all costs associated with the special election. Consequently, there is no impact to the General Fund.

Respectfully submitted,

Vincent D. Chang
City Clerk

Prepared by:
Cindy H. Trang
Deputy City Clerk, CMC

Approved By:
Paul L. Talbot
City Manager

Reviewed by:
Karl H. Berger
Assistant City Attorney

Attachments:
1. Resolution certifying the results of the June 3, 2014 special municipal election
2. Ordinance 2108

ATTACHMENT 1
Resolution certifying the results of the
June 3, 2014 special municipal election

RESOLUTION NO. _____

A RESOLUTION DECLARING THE RESULTS OF THE SPECIAL MUNICIPAL ELECTION HELD TUESDAY, JUNE 3, 2014.

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

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

A. A Special Municipal Election was held in the City of Monterey Park on Tuesday, June 3, 2014, as required by law;

B. Notice of the election was given in the manner provided by law;

C. Voting precincts were properly established, election officers were appointed, votes were cast, votes were received and canvassed and the returns made and declared in the time and manner required by the Elections Code for holding elections in general law cities;

D. Pursuant to Resolution No. 11638, adopted February 19, 2014, the County Clerk canvassed the returns of the election. In accordance with Election Code § 10262, the City Clerk certified the results to the City Council. These results are attached as Exhibit "A," and incorporated by reference.

SECTION 2: The whole number of ballots cast in the precincts and provisional ballots, except vote by mail ballots, was 2,338. The number of vote by mail ballots cast in the City was 2,684 making a total of 5,022 ballots cast in the City.

SECTION 3: The proposition voted upon at the election, Measure A, is as follows:

Shall an ordinance that changes the General Plan and Zoning Map land use designation from a commercial zoning designation to a residential zoning designation and approves a Specific Plan for construction of single family detached homes on the property located at 2015 Potrero Grande Drive be adopted?	**Yes** ☐ **No** ☐

SECTION 4: That the number of votes given at each precinct and the number of votes given in the City for and against the measures are as listed in Exhibit A.

SECTION 5: The City Council declares and determines that as a result of the election, Measure A received a 2,268 vote in favor of adoption. Accordingly, Ordinance No. 2108 is adopted. Pursuant to Elections Code § 9217, Ordinance No. 2108 will become effective ten (10) days after the adoption of this Resolution.

SECTION 6: The City Clerk is directed to enter in the City's records a statement of the result of the election, showing: (1) the whole number of ballots cast in the City; (2) the measure voted upon; (3) the number of votes given at each precinct for or against the measure; and (4) the total number of votes given for or against the measure.

SECTION 7: The City Clerk will certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

SECTION 8: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this16th day of July.

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

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 16th day of July 2014, by the following vote:

Ayes:	Council Members:
Nays:	Council Members:
Absent:	Council Members:
Abstain:	Council Members:

Dated this 16th day of July 2014

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

EXHIBIT A

Official Canvass Certificate and the Official Statement of Votes

Dean C. Logan
Registrar-Recorder/County Clerk

June 30, 2014

Mr. Vincent Chang, City Clerk
City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754

Dear Mr. Chang:

Enclosed are the Official Canvass Certificate and the Official Statement of Votes Cast by precinct for the Monterey Park Special Municipal Election consolidated with the Statewide Direct Primary Election held on June 3, 2014.

Please call the Election Planning Section at (562) 462-2317, if you have any questions.

Sincerely,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

Francis Guijarro

FRANCIS GUIJARRO, Head
Election Planning Section

Enclosures
Official Canvass Certificate
Official Statement of Votes Cast

J:CanvassCertificates.CitiesLetters.June2014

Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

Monterey Park City

at the Statewide Direct Primary Election, held on the 3rd day of June, 2014.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 30th day of June, 2014.

REGISTRAR-RECORDER/COUNTY CLERK
COUNTY OF LOS ANGELES - CALIFORNIA

Dean C Logan

DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

MONTEREY PARK CITY SPC MUN
MEASURE A

LOCATION	REGIST-RATION	BALLOTS CAST	YES	NO
MONTEREY PARK - 4500001A	930	48	24	16
VOTE BY MAIL	0	71	29	25
TOTAL	930	119	53	41
MONTEREY PARK - 4500002A	840	67	35	16
VOTE BY MAIL	0	56	29	12
TOTAL	840	123	64	28
MONTEREY PARK - 4500003A	762	48	23	22
VOTE BY MAIL	0	117	37	60
TOTAL	762	165	60	82
MONTEREY PARK - 4500005A	1287	148	63	59
VOTE BY MAIL	0	203	100	82
TOTAL	1287	351	163	141
MONTEREY PARK - 4500007A	941	50	24	14
VOTE BY MAIL	0	67	29	14
TOTAL	941	117	53	28
MONTEREY PARK - 4500009A	1276	105	42	54
VOTE BY MAIL	0	156	65	69
TOTAL	1276	261	107	123
MONTEREY PARK - 4500010A	1203	82	39	34
VOTE BY MAIL	0	138	75	45
TOTAL	1203	220	114	79
MONTEREY PARK - 4500014A	1331	61	34	17
VOTE BY MAIL	0	113	63	35
TOTAL	1331	174	97	52
MONTEREY PARK - 4500016A	1233	101	43	53
VOTE BY MAIL	0	136	57	58
TOTAL	1233	237	100	111
MONTEREY PARK - 4500017A	1127	119	65	43
VOTE BY MAIL	0	73	37	17
TOTAL	1127	192	102	60
MONTEREY PARK - 4500019A	928	141	75	59
VOTE BY MAIL	0	99	40	47
TOTAL	928	240	115	106
MONTEREY PARK - 4500021A	1083	58	25	21
VOTE BY MAIL	0	60	38	15
TOTAL	1083	118	63	36
MONTEREY PARK - 4500023A	1454	134	51	77
VOTE BY MAIL	0	217	115	83
TOTAL	1454	351	166	160

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

MONTEREY PARK CITY SPC MUN
MEASURE A

LOCATION	REGIST-RATION	BALLOTS CAST	YES	NO
MONTEREY PARK - 4500025A	1247	131	56	66
VOTE BY MAIL	0	105	38	53
TOTAL	1247	236	94	119
MONTEREY PARK - 4500026A	1172	92	42	42
VOTE BY MAIL	0	78	38	27
TOTAL	1172	170	80	69
MONTEREY PARK - 4500030A	1240	141	60	66
VOTE BY MAIL	0	106	44	46
TOTAL	1240	247	104	112
MONTEREY PARK - 4500031B	1158	54	32	12
VOTE BY MAIL	0	83	49	17
TOTAL	1158	137	81	29
MONTEREY PARK - 4500032A	1198	145	52	84
VOTE BY MAIL	0	178	55	102
TOTAL	1198	323	107	186
MONTEREY PARK - 4500034B	1125	71	39	23
VOTE BY MAIL	0	87	42	23
TOTAL	1125	158	81	46
MONTEREY PARK - 4500035A	1299	95	39	48
VOTE BY MAIL	0	93	35	43
TOTAL	1299	188	74	91
MONTEREY PARK - 4500044A	1318	167	65	84
VOTE BY MAIL	0	232	117	88
TOTAL	1318	399	182	172
MONTEREY PARK - 4500047B	984	72	30	21
VOTE BY MAIL	0	58	30	9
TOTAL	984	130	60	30
MONTEREY PARK - 4500052A	1153	147	57	80
VOTE BY MAIL	0	87	36	41
TOTAL	1153	234	93	121
MONTEREY PARK - 4500090A	1084	61	24	30
VOTE BY MAIL	0	71	31	29
TOTAL	1084	132	55	59

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

MONTEREY PARK CITY SPC MUN
MEASURE A

LOCATION	REGIST-RATION	BALLOTS CAST	YES	NO
PRECINCT TOTAL	27373	2338	1039	1041
VBM TOTAL	0	2684	1229	1040
GROUP TOTAL	0	0	0	0
GRAND TOTAL	27373	5022	2268	2081

4500001A **SIERRA VISTA PARK** MAIN ROOM/ORANGE TABLE ACCESSIBLE **Y**
311 N RURAL DR MONTEREY PARK 91755 BALLOT TYPE: **71** SUP DIST 1
Consolidated with: 4500001A 4500001B 4500001C 4500001D 4500001E 4500001F 4500001G 4500029A

4500002A **SIERRA VISTA PARK** MAIN ROOM/GREEN TABLE ACCESSIBLE **Y**
311 N RURAL DR MONTEREY PARK 91755 BALLOT TYPE: **71** SUP DIST 1
Consolidated with: 4500002A 4500002B 4500002D 4500002E 4500002F 4500002G

4500003A **GEORGE ELDER PARK** EP2 COMMUNITY RM/ORANGE TABLE ACCESSIBLE **Y**
1950 WILCOX AVE MONTEREY PARK 91755 BALLOT TYPE: **71** SUP DIST 1
Consolidated with: 4500003A 4500003B 4500003C 4500004C

4500005A **ABAJO DEL SOL SENIOR APTS** COMMUNITY ROOM/GREEN TABLE ACCESSIBLE **Y**
1000 ABAJO DR MONTEREY PARK 91754 BALLOT TYPE: **71** SUP DIST 1
Consolidated with: 4500004B 4500005A 4500005C 4500005D 4500011A 4500011B 4500011C 4500011D 4500043C 4500043D 4500043E

4500007A **CHRIST LUTHERAN CHURCH** PARISH HALL / GREEN TABLE ACCESSIBLE Y
417 N GARFIELD AVE MONTEREY PARK 91754 BALLOT TYPE: 71 SUP DIST 1
Consolidated with: 4500006C 4500006E 4500007A 4500007C 4500007D 4500007E

4500009A **ABAJO DEL SOL SENIOR APTS** COMMUNITY ROOM/ORANGE TABLE ACCESSIBLE Y
1000 ABAJO DR MONTEREY PARK 91754 BALLOT TYPE: 71 SUP DIST 1
Consolidated with: 4500004A 4500004D 4500005B 4500005E 4500009A 4500009B 4500009C

4500010A **SHEPHERD OF THE HILLS UMC** WESLEY HALL/ORANGE TABLE ACCESSIBLE N
333 S GARFIELD AVE MONTEREY PARK 91754 BALLOT TYPE: 71 SUP DIST 1
Consolidated with: 4500010A 4500010B 4500010C 4500010D 4500010E 4500010F 4500047C 4500054A

4500014A **SHEPHERD OF THE HILLS UMC** WESLEY HALL/YELLOW TABLE ACCESSIBLE N
333 S GARFIELD AVE MONTEREY PARK 91754 BALLOT TYPE: 71 SUP DIST 1
Consolidated with: 4500014A 4500014B 4500014C 4500014D 4500014E 4500031A 4500034A 4500034D 4500034E 4500046A

4500016A **GARVEY RANCH PARK** LOBBY /GREEN TABLE ACCESSIBLE Y
781 S ORANGE AVE MONTEREY PARK 91755 BALLOT TYPE: 71 SUP DIST 1
Consolidated with: 4500016A 4500016B 4500016D 4500016E 4500016F 4500016G 4500050C 4500050D 4500050E

4500017A **EL ENCANTO (CHAMBERS)** LOBBY ACCESSIBLE Y
700 EL MERCADO AVE MONTEREY PARK 91754 BALLOT TYPE: 71 SUP DIST 1
Consolidated with: 4500017A 4500017B 4500017C 4500017D 4500017E 4500040B 4500040C

4500019A **GARVEY RANCH PARK** LOBBY/ORANGE TABLE ACCESSIBLE Y
781 S ORANGE AVE MONTEREY PARK 91755 BALLOT TYPE: 71 SUP DIST 1
Consolidated with: 4500019A 4500019B 4500019C 4500019D 4500019E 4500032B

4500021A **HILLCREST ELEMENTARY SCHOOL** LIBRARY ROOM 11/ORANGE TABLE ACCESSIBLE Y
795 PEPPER ST MONTEREY PARK 91755 BALLOT TYPE: 71 SUP DIST 1
Consolidated with: 4500002C 4500021A 4500021C 4500021D 4500021E 4500021F 4500021G 4500050H

4500023A **HILLCREST ELEMENTARY SCHOOL** LIBRARY ROOM 11/GREEN TABLE ACCESSIBLE **Y**
795 PEPPER ST MONTEREY PARK 91755 BALLOT TYPE: **71** SUP DIST 1
Consolidated with: 4500023A 4500023B 4500023C 4500023D 4500023E 4500023F 4500050A 4500050B 4500050F 4500050G

4500025A **GEORGE ELDER PARK** EP2 COMMUNITY RM/YELLOW TABLE ACCESSIBLE **Y**
1950 WILCOX AVE MONTEREY PARK 91755 BALLOT TYPE: **71** SUP DIST 1
Consolidated with: 4500024A 4500024B 4500024C 4500024D 4500025A 4500025B 4500025C 4500025D 4500052C

4500026A **ST PAULS LUTHERAN CHURCH** LOUNGE /ORANGE TABLE ACCESSIBLE **Y**
2009 S GARFIELD AVE MONTEREY PARK 91754 BALLOT TYPE: **71** SUP DIST 1
Consolidated with: 4500026A 4500026B 4500026C 4500026D 4500027F

4500030A **ST PAULS LUTHERAN CHURCH** LOUNGE /GREEN TABLE ACCESSIBLE **Y**
2009 S GARFIELD AVE MONTEREY PARK 91754 BALLOT TYPE: **71** SUP DIST 1
Consolidated with: 4500027A 4500027C 4500027E 4500030A 4500030B 4500030C 4500035D

4500031B **CHRIST LUTHERAN CHURCH** PARISH HALL / ORANGE TABLE ACCESSIBLE **Y**
417 N GARFIELD AVE MONTEREY PARK 91754 BALLOT TYPE: **71** SUP DIST 1
Consolidated with: 4500006A 4500006B 4500006D 4500031B 4500031C 4500031D 4500031E 4500031F

4500032A **MACY INTERMEDIATE SCHOOL** LIBRARY / ENTER @ WILCOX ACCESSIBLE **Y**
2101 LUPINE AVE MONTEREY PARK 91755 BALLOT TYPE: **71** SUP DIST 1
Consolidated with: 4500016C 4500022A 4500022B 4500022C 4500032A 4500032C 4500032D

4500034B **SHEPHERD OF THE HILLS UMC** WESLEY HALL/GREEN TABLE ACCESSIBLE **N**
333 S GARFIELD AVE MONTEREY PARK 91754 BALLOT TYPE: **71** SUP DIST 1
Consolidated with: 4500034B 4500034C 4500040A 4500046B 4500046C 4500047A 4500047D

4500035A **GEORGE ELDER PARK** EP2 COMMUNITY RM/PINK TABLE ACCESSIBLE **Y**
1950 WILCOX AVE MONTEREY PARK 91755 BALLOT TYPE: **71** SUP DIST 1
Consolidated with: 4500033A 4500033B 4500033C 4500035A 4500035B 4500035C 4500035E

4500044A **RESIDENCE** GARAGE ACCESSIBLE **Y**

536 GRANDEZA ST MONTEREY PARK 91754 BALLOT TYPE: **71** SUP DIST 1

Consolidated with: 4500043A 4500043B 4500043F 4500044A 4500044B 4500044D 4500044E 4500044F 4500044G

4500047B **LIONS MANOR** CARD ROOM ACCESSIBLE **Y**

215 N CHANDLER AVE MONTEREY PARK 91754 BALLOT TYPE: **71** SUP DIST 1

Consolidated with: 4500007B 4500007F 4500046D 4500046E 4500047B 4500047E

4500052A **GEORGE ELDER PARK** EP2 COMMUNITY RM/GREEN TABLE ACCESSIBLE **Y**

1950 WILCOX AVE MONTEREY PARK 91755 BALLOT TYPE: **71** SUP DIST 1

Consolidated with: 4500024E 4500024F 4500052A 4500052B 4500052D 4500052E

ATTACHMENT 2
Ordinance 2108

ORDINANCE NO. 2108

A PROPOSITION APPROVING ORDINANCE NO. 2104 ADOPTED BY THE CITY COUNCIL ON FEBRUARY 19, 2014 CHANGING THE GENERAL PLAN AND ZONING MAP DESIGNATION FROM A COMMERCIAL LAND USE TO A RESIDENTIAL LAND USE AND APPROVING AN 80 UNIT RESIDENTIAL SUBDIVISION AT 2015 POTRERO GRANDE DRIVE.

The people of the city of Monterey Park do hereby ordain as follows:

SECTION 1: NAME. This Proposition may be referred to as the "Potrero Grande Drive Initiative."

SECTION 2: FINDINGS. The People find as follows:

A. Monterey Park Municipal Code ("MPMC") Chapter 21.42 generally requires voter approval for changes to the Land Use Element of the General Plan; the Zoning Map; or zoning regulations in the MPMC;

B. On February 19, 2014, the Monterey Park City Council adopted Ordinance No. 2104 (the "Ordinance") which, if ratified by voters, will change the permissible use of the property from commercial to residential by amending the General Plan, the Zoning Map, and approving a Specific Plan ("SP -13-02" or "2015 Potrero Grande Specific Plan") for property located at 2015 Potrero Grande Drive (the "Property");

C. The Ordinance can only become effective upon voter ratification pursuant to MPMC Chapter 21.42;

D. The Property is currently zoned C-S (Commercial Services) and the General Plan designation is Commercial. The Property is currently occupied by a plant nursery which has been operated on the property since approximately 1977; and

E. If ratified by voters, the Ordinance would allow construction of an 80 unit residential subdivision at the Property.

SECTION 3: APPROVALS. The People hereby ratify the Ordinance and, in doing so, also specifically approve:

A. General Plan Amendment No. GP-13-02 which changes the land use designation of the Property from C-S (Commercial Services) to SP-13-02 (Specific Plan Residential Use) as graphically set forth in attached Exhibit "A," which is incorporated by reference;

B. An amendment to the Zoning Map which changes the zoning of the Property from commercial to residential and more specifically from C-S (Commercial Services) to SP-13-02 as graphically set forth in attached Exhibit "B," which is incorporated by reference; and

C. Adoption of the 2015 Potrero Grande Drive Specific Plan as set forth in the Ordinance.

SECTION 4: INTERPRETATION. This Proposition must be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section, sub-section, sentence, clause, phrase, part, or portion of this Proposition is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Proposition. The voters declare that this Proposition, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Proposition is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Proposition that can be given effect without the invalid application.

SECTION 5: SEVERABILITY. If any portion of this Proposition is held by a court of competent jurisdiction to be invalid, the remainder of the Proposition and the application of such provision to other persons or circumstances will not be affected thereby. We the People indicate our strong desire that: (i) the City Council use its best efforts to sustain and reenact that portion, and (ii) the City Council implement this Proposition by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Proposition, and then adopting or reenacting such portion as necessary or desirable to permit the planning and development of the Project.

SECTION 6: CONSTRUCTION. This Proposition must be broadly construed in order to achieve the purposes stated in this Proposition. It is the intent of the voters that the provisions of this Proposition be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Proposition.

SECTION 7: ENFORCEABILITY. Repeal of any provision of the Monterey Park Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 8: VALIDITY OF PREVIOUS CODE SECTIONS. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the MPMC or other city ordinance by this Ordinance will be rendered void

and cause such previous MPMC provision or other the city ordinance to remain in full force and effect for all purposes

SECTION 9: The Mayor will sign this Initiative and the City Clerk will attest and certify to the passage and adoption of this Ordinance if a majority of the voters voting in the City's general election on June 3, 2014 approve the proposition asking whether the voters approve this Initiative.

PASSED AND ADOPTED this ____ day of _____, 2014.

_____
Anthony Wong, Mayor

ATTEST:

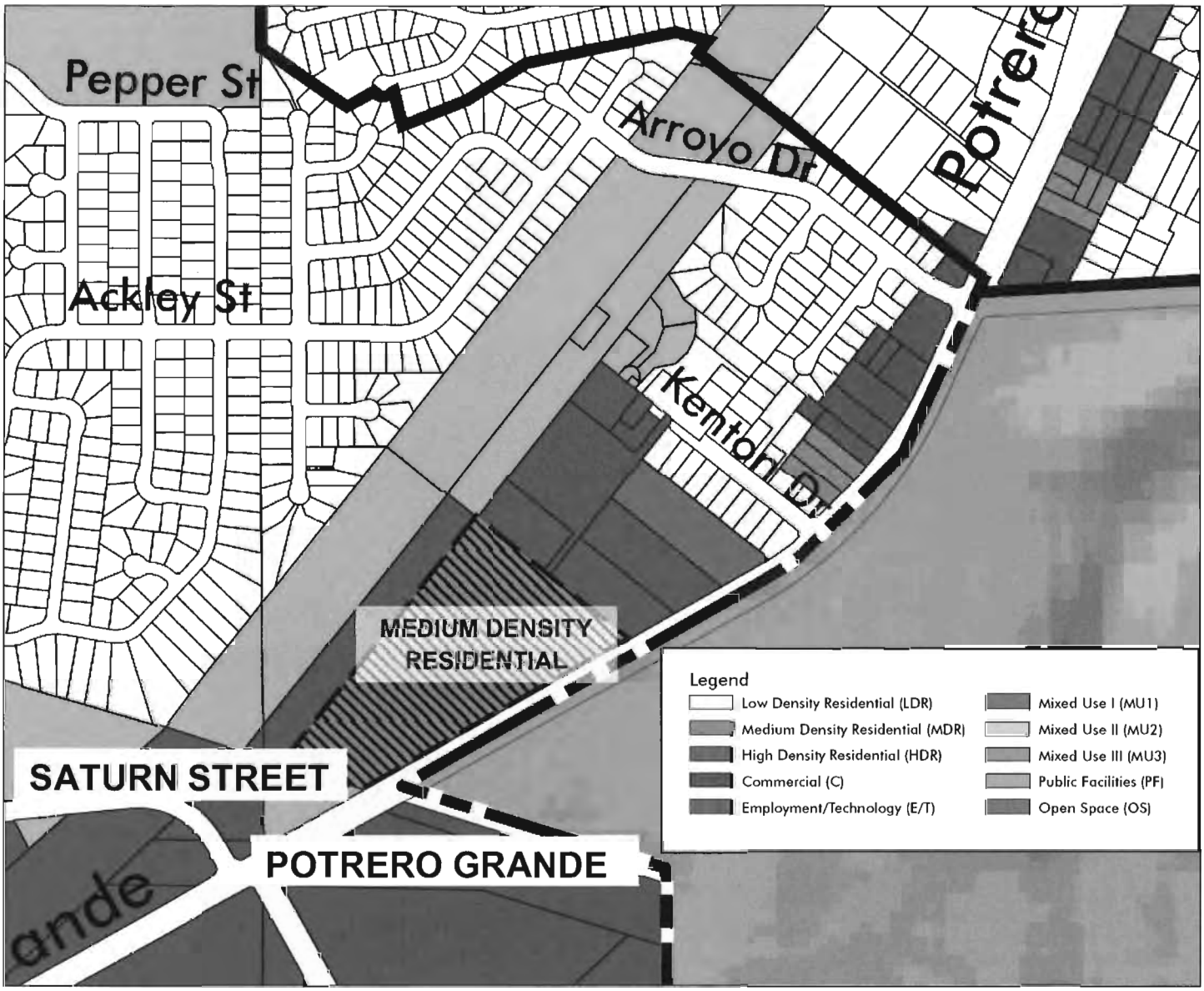
_____
Vincent D. Chang,
City Clerk

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

By: _____
Karl H. Berger, Assistant City Attorney

EXHIBIT A

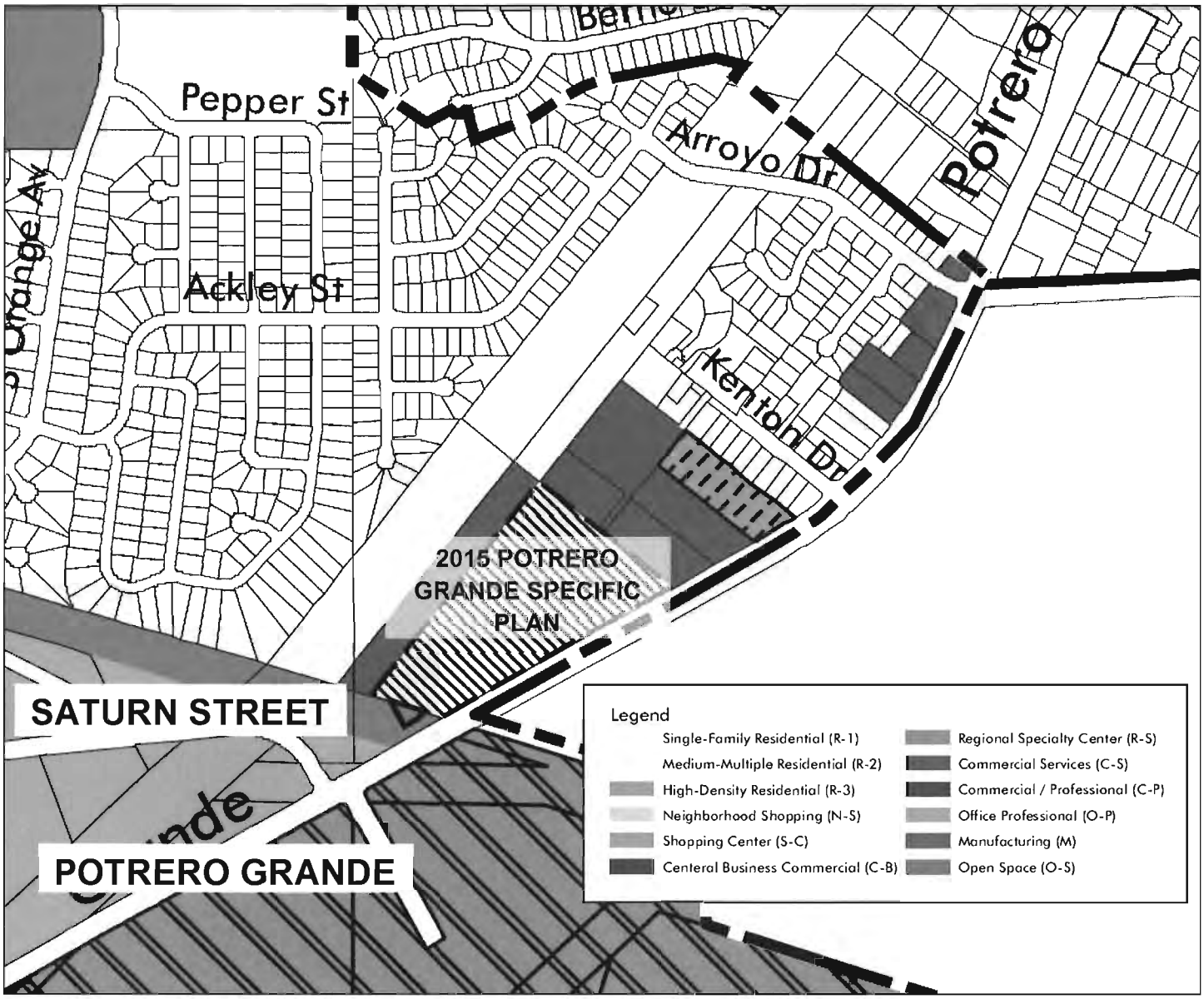
Ballot Measure (Land Use Map)



Amendment of the Land Use Map from Commercial to Medium Density Residential

EXHIBIT B

Ballot Measure (Zoning Map)



Amendment of the Zoning Map from Commercial Services (C-S) to 2015 Potrero Grande Specific Plan

City Council Staff Report

City Council Meeting: July 16, 2014

Consent Calendar
Agenda Item 3-K.

TO: HONORABLE MAYOR AND MONTEREY PARK CITY COUNCIL

FROM: DONNA M. RAMIREZ, ECONOMIC DEVELOPMENT SPECIALIST

SUBJECT: CONSIDERATION OF CONTRACTING PORTER SERVICE FOR BUSINESS IMPROVEMENT DISTRICT NO. 1 (BID)

RECOMMENDATION:

1) Award Chrysalis Enterprises a contract for services of the porter services;
2) Direct the City Manager to enter into a contract with Chrysalis Enterprises; and
3) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Prior to 2012, the downtown area of the city was experiencing visible distress due to greater amounts of trash in the area. The Business Improvement District Advisory Committee (BIDAC) and the City combined efforts to address the issues and alleviate the problem. In response to maintenance problems present in the BID area, staff solicited proposals for porter services for additional maintenance.

In 2012, the City contracted for porter services to Chrysalis Enterprises who has been very successful in maintaining cleanliness in the BID area.

To ensure good quality services at the best price is obtained for the residents and businesses, staff issued another Request for Proposals for janitorial services in May 2014. Proposals received support re-contracting with Chrysalis Enterprises.

BACKGROUND

The Business Improvement District No. 1, (BID) is the center of the city's financial and business district. This portion of the city attracts a large number of visitors daily who conduct their financial business, take care of medical needs, shop for household products, and dine in a variety of restaurants. The wear and tear from the high volume of visitors requires a greater level of maintenance to keep the area attractive.

In 2012, the firm of Chrysalis Enterprises was awarded the contract. Chrysalis has continued to provide excellent service to the BID; with visible results.

DISCUSSION

In May 2014, a Request for Proposals (RFP) for porter services for the BID were mailed to five (5) companies. The services requested in the RFP included and initial cleanup; basic maintenance to be

performed twice a week which included sweeping sidewalks and gutter; emptying and wiping down trash receptacles; removal of trash, cigarette butts, and debris from trees wells and other landscape areas; disposal of trash into a city dumpster; wipe down of benches and furniture as needed; removal of graffiti as needed; clean debris from storm drains; uniformed personnel; and quarterly pressure washing of the sidewalks within the BID. This is the same level of service currently provided to the BID.

Staff received two (2) submittals to the RFP. The two companies are Chrysalis Enterprises and CleanStreet. Of the two proposals, CleanStreet was the lowest bid in the amount of $51,380 annually and Chrysalis' bid was $64,824.

For the amount proposed, CleanStreet's scope of work includes performing all of the tasks listed in the RFP. While CleanStreet's proposal includes all the tasks detailed on the RFP his staffing includes only one daily worker and spot visits by the supervisor.

Chrysalis Enterprises' proposal includes the same tasks but with two daily personnel, one of which will be a supervisor. Staff has received very favorable comments from the Business Improvement District Advisory Board (BIDAC) regarding Chrysalis' performance in the BID area. The BIDAC reviewed both proposals and wishes to express to the City Council their desire to continue using Chrysalis' services.

Staff is recommending the porter services agreement be for a term of one year with an option for renewal up to three years based upon satisfactory performance by the contractor.

FINANCIAL IMPACT

There is no impact to the General Fund. BID funds will be used to secure a porter service contractor.

Prepared and submitted by:

Donna M. Ramirez
Economic Development Specialist

Approved by:

Paul L. Talbot
City Manager

Reviewed by:

Michael Huntley
Community & Economic Development Director

Reviewed by:

Karl H. Berger, Assistant City Attorney

ATTACHMENT: 1) Chrysalis Enterprises proposal
2) CleanStreet proposal
3) Agreement for Services

ATTACHMENT 1

CHRYSALIS

a nonprofit organization **Changing Lives Through Jobs**

RECEIVED
JUN 19 2014
City Manager's Office
Monterey Park

June 19, 2014

Donna Ramirez, Economic Development Specialist
City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 91754

Dear Donna,

Thank you for inviting us to submit a proposal for 2014 - 2015 to continue providing maintenance services to downtown Monterey Park. We have very much appreciated the opportunity to deliver quality maintenance services to the Monterey Park community over the past two years. We look forward to extending our partnership with you and your stakeholders into 2015 and beyond.

Since we began our maintenance services in 2012, our two-person crew has proudly represented the City of Monterey Park five days per week. Not only are we committed to providing first-in-class cleaning and beautification services, but we also take pride in being part of the growing Monterey Park community. Our crew members are ready and willing to help any business owner in need, and they have quickly become recognized and trusted faces downtown.

For the coming year, we plan on providing more of the same reliable services. The budget will see a slight increase of $486 per month to account for the minimum wage increase and routine workers' compensation rate increases. Chrysalis will absorb these increases for pressure washing services, thus offering you the same rate for pressure washing as last year.

Thank you again for the opportunity to provide you with this proposal. We can't wait for the coming year.

Sincerely,

Rick Stoff
Director of Business Partnerships
Chrysalis Enterprises

THE BEST SOLUTION FOR MONTEREY PARK

Chrysalis Enterprises (Chrysalis) is pleased to continue to provide The City of Monterey Park (The City) and the Business Improvement District Advisory Board (BIDAC) with the maintenance services stated in the scope of work.

CHRYSALIS BACKGROUND

Since our founding in 1991, Chrysalis Enterprises has grown to be the largest social enterprise in Los Angeles and one of the largest in the nation. As a customer-focused street maintenance and custodial business operating within a nationally-recognized nonprofit, we regularly outperform our competitors because of our attention to customers' needs and our extensive experience in the maintenance marketplace. Currently we serve the largest districts in Los Angeles with best-in-class street maintenance and custodial services.

Chrysalis 2013 At-a-Glance

- **12 million pounds of trash picked up**
- **36,488 graffiti tags removed**
- **17,369 bulk items discarded**
- **Over 324,000 client hours worked**

As one of the largest maintenance providers in Los Angeles County, specializing in high-traffic, high-visibility public areas, we believe the following distinctions separate us from our competitors:

- The most experienced street maintenance provider in the business
- Managed locally in Los Angeles, allowing for high responsiveness and flexibility to our customers' needs
- Driven by customer service excellence and a partnership approach – many of our customers have chosen Chrysalis consistently for a decade or more
- A respected member of the communities we serve, and the leading resource creating pathways to self-sufficiency for low-income individuals

Chrysalis appreciates the opportunity to continue serving the Monterey Park community, and looks forward to working with you for many years to come.

SCOPE OF SERVICES

Basic Maintenance Five (5) times a week as follows:

- Garvey and Garfield Avenues, within one-block of the intersection, three (3) times a week.
- The remainder of Garvey Avenue within the BID, once (1) a week.
- The Lincoln/Garvey Avenue parking lot; clean daily and remove flyers.
- The remainder of the BID area, other than Garvey Avenue, twice (2) a week.

Basic Maintenance Tasks:

- Sweep all sidewalks,
- Wipe trash receptacles,
- Remove trash, cigarette butts, and debris from tree wells and other landscape areas,
- Dispose of all trash from area (excluding trash receptacles) into a city dumpster,
- Wipe down benches and furniture as needed,
- Remove flyers and similar documents posted on City property (e.g. benches, light poles, news racks, etc.),
- Remove graffiti as needed from the public area,
- Removed weeds and sidewalk grass, and
- Report any deficiencies or significant issue to City Liaison.

Quarterly Maintenance:

- Pressure wash all sidewalks in the BID district 4 times per year.

Our primary goal as an organization is to always meet our customers' needs, whether or not they are defined by a contracted scope of work. We will continue providing all labor, equipment and supplies to complete the scope of work to the highest level of quality.

Ongoing training and development is a key component to Chrysalis' approach. Before our employees are placed on any assignment, they participate in a full curriculum of job orientation, maintenance skills training, and comprehensive safety training. Each maintenance supervisor conducts daily operations briefings with his or her crew, which are critical to district cleanliness and workplace safety. We also hold weekly safety "tailgate" meetings that cover a diverse range of safety topics, as well as issues specific to the district. We support our staff with ongoing job skills development, support group meetings, supervisor reviews, and customer service trainings. In addition, we offer customized training programs in many cases at the request of our customers.

Maintenance Services:

- **Trash Cans**
  All trash receptacles in the district will be wiped down as needed.

- **Graffiti Abatement**
  We have a zero tolerance policy when it comes to graffiti. Our crew will remove graffiti as needed to minimize the effects on the community. We also work with city agencies to address high spots and large walls.

- **Sweeping**
  Sweeping crews will sweep the district sidewalk five days a week to keep the businesses, residences, and public areas in the district clean and clear of unsightly and unsanitary debris.

- **Weeds and Sidewalk Grass**
  These eyesores, in addition to cigarette butts and other debris, will be removed from all tree-wells and landscaped areas as part of general maintenance.

- **Furniture**
  All bus benches and furniture will be assigned to worker routes and wiped down on every visit.

- **Pressure Washing**
  Our pressure washing crews work at night when there are fewer pedestrians and cars. We will create a rotating schedule for Monterey Park that ensures we hit every corner of the district four times per calendar year and allow time for hotspots like bus stops and corners.

- **Visible Professionalism**
  Our crew will be issued burgundy shirts and hats, and printed safety vests with the Monterey Park logo as part of our campaign to continuously improve the professional appearance of the district.

- **Trash Cans, Posters and Stickers**
  Removing stickers, posters and notices on all poles will be a part of daily general maintenance for our crew.

- **Lot Maintenance**
  Chrysalis will sweep and clean the parking lot at Garvey and Garfield/Lincoln. This will include picking up trash, removing bulky items, removing stickers/posters and graffiti abatement.

- **Supplies and Equipment:** All brooms, uniforms, trash liners, cleansers, hand tools, etc. will be provided by Chrysalis to complete the outlined scope of work.

In order to have full supervision Chrysalis will send a two-person crew 5 days per week: a sweeper and a working supervisor, who will complete all tasks as per the scope of work.

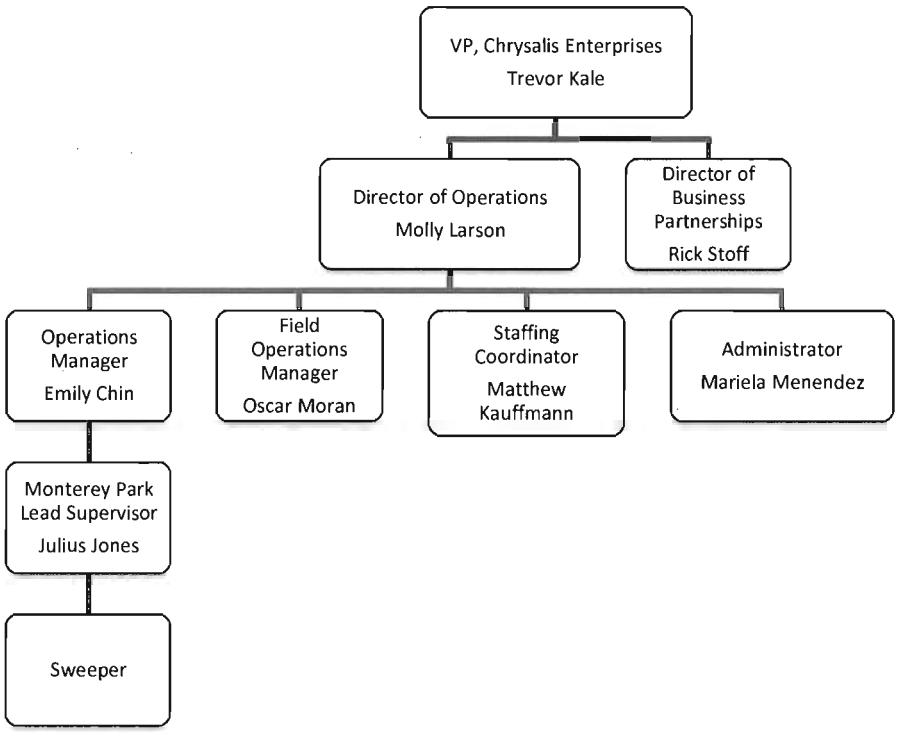
STAFFING AND MAINTENANCE OVERSIGHT

Chrysalis Enterprises is led by Trevor Kale, Vice President, and managed by an experienced team of three directors and 21 other managers, supervisors and administrators who direct day-to-day operations. The Operations team will ensure strict compliance with the scope of work, and ensure prompt and effective service at all times.

In the field, the Monterey Park Supervisor will put his maintenance expertise to work, tackling hotspots and covering all areas of the district. He will be hands-on and proactive to ensure the satisfaction of your staff, stakeholders, property owners, and community members.

Chrysalis prides itself on responsiveness to customer requests. We hold our employees accountable to address requests on the spot and return messages and emails within an hour. The entire Chrysalis team exhibits tremendous pride in our work. We have created a respective, cooperative culture focused on the satisfaction of our customers and the success of our workers.

For complete biographical information on the team directly responsible for delivering outstanding customer service and meeting the scope of work, please see the "Qualifications" section.



REPORTING

Chrysalis will provide complete, accurate, and timely reports to BID management. Reports will include photographs of graffiti removed, amount of trash removed, and any problems encountered. These reports can be tailored to meet the reporting needs of the BID.

SUPPLIES/LABOR

The pricing provided below is inclusive of the services listed and all supplies. Chrysalis will carry all liability, workers' compensation and insurance coverage. There is a slight increase in labor fees reflected below due to the statewide increase in the minimum wage. Chrysalis will absorb these increases for pressure washing services, thus offering you the same rate for pressure washing as last year.

Cost Chart 2014-2015

Description	Frequency	Monthly Billing	Annual Billing
Street Maintenance: Sweeping, Graffiti Removal, Weeding			
2-person crew (lead & worker), workers' compensation, liability insurance	5 days per week, 6 hours/day	$4,452	$53,424
Supplies (equipment, uniforms, trash liners, cleansers, paint)	5 days per week	$450	$5,400
Pressure Washing			
Pressure Washing	4 times per year	$500	$6,000
ANNUAL TOTAL:			**$64,824**

QUALIFICATIONS

Trevor Kale, Vice President, Chrysalis Enterprises. Trevor leads Chrysalis' social enterprises, which collectively generate over 500 transitional jobs per year and more than $6M in annual revenues. Trevor has over 15 years experience spanning both for-profit and non-profit organizations.

Early in his career he delivered in-home interventions for at-risk youth and their families in his native state of Montana. Trevor then moved to Sydney, Australia in 2000 where he gained international business experience with mobile phone giants Vodafone and Virgin Mobile. Trevor moved back to the USA in 2005 and worked in operations for a high tech startup in Los Angeles before returning to non-profit work with Chrysalis in 2008.

Trevor was awarded a Marano Fellowship from the Aspen Institute and Public/Private Ventures in 2009, a Coro Executive Fellowship in 2011 and was named to American Express' "50 under 40" Social Enterprise Alliance cohort in 2014.

Contact Trevor at Trevor.Kale@changelives.org.

Rick Stoff, Director of Business Partnerships, Chrysalis Enterprises. Rick Stoff, Director of Business Partnerships, is a 10 year Chrysalis veteran handling janitorial maintenance and Business Improvement District contracts. Rick has 40 years of experience

in sales and marketing. He is a native of New York, and a graduate from the University of North Carolina.

Contract Rick at StoffR@changelives.org

Molly Larson, Director of Operations, Chrysalis Enterprises. Molly oversees Chrysalis' street maintenance day-to-day operations, ensuring customer satisfaction and that all programmatic goals within the enterprises are met.

Prior to joining Chrysalis, Molly was an Associate at Blue Garnet Associates, a strategy consulting firm that works with businesses, foundations and nonprofit organizations to create lasting social change. She also has experience in the public sector, having worked for the City of Malibu as a Recreation Coordinator where she helped to create community through programming for residents and visitors as well as partnerships with organizations across the City.

Molly received her MBA from the University of Southern California Marshall School of Business, where she graduated top of her class. She received her B.S. in Physiological Science from the University of California, Los Angeles, graduating summa cum laude.

Contact Molly at Molly.Larson@changelives.org.

Emily Chin, Operations Manager, Chrysalis Enterprises. Emily facilitates Chrysalis' street maintenance day-to-day operations in partnership with the Director of Operations, delivering the highest levels of customer service and developing innovative programs to support the Chrysalis workforce.

Emily joined the Chrysalis team in 2011 after working as an intern in the Client Services department. She offers deep experience in all aspects of street maintenance and is known in the BID maintenance community for her ability to develop strong working relationships with her customers.

Emily received her B.S. from the University of Southern California Marshall School of Business where she studied Social Enterprise and Social Responsibility and graduated cum laude as a Trustee Scholar.

Contact Emily at Emily.Chin@changelives.org.

Julius Jones, Monterey Park Supervisor, Chrysalis Enterprises. Julius Jones is the supervisor of the Monterey Park maintenance crew and has held this position since Chrysalis began providing service to downtown Monterey Park. Julius takes immense pride

and ownership in his work and is honored to have the opportunity of serving the City and BIDAC. Having worked at Chrysalis for six and a half years, Julius has progressed through the ranks from a sweeper to a Lead. Julius is hard-working, detail-oriented, and a role model for his crew and colleagues. He is widely known for his friendly personality and engagement with stakeholders.

REFERENCES

Entering our 30th year in Los Angeles, Chrysalis is the leading employment based nonprofit in the community and has naturally worked with many city agencies for decades. In addition to our BID work referenced below, we partner with various LA city council offices, the Bureau of Sanitation, Economic and Workforce Development, Parks and Recreation, Los Angeles Homeless Services Agency, Los Angeles Police, City Administrative Officer, among others to address the city's maintenance and employment needs.

Examples of our close ties to multiple city agencies include our work as part of Operation Healthy Streets, contracts to provide homeless personal property storage solutions, Venice Beach restroom maintenance, recycling pilot programs and e-waste collection programs. We welcome the City of Monterey Park to contact any high level city employee and ask about their experience with our organization. We are confident that our reputation in this arena is unparalleled. Chrysalis can also supply a list of references from these various city departments upon request.

Our reputation for responsiveness, customer service, flexibility, and willingness to go the extra mile for our customers is attested by the executive directors and operations leadership of Los Angeles' major BIDs. Chrysalis works on behalf of 15 individual BIDs each day in the greater Los Angeles area, making us the largest BID maintenance vendor in the region. The following are among our valued customers.

Downtown Center Business Improvement District

DowntownLA.com

- Provided services since: 1998
- Dedicated positions: 38
- Contract size: $900,000
- Contact: Ken Nakano, Director of Operations
- Phone: (213) 624-2425

2013 STATS
- 93,117 bags of trash
- 1,704 graffiti tags
- 844 bulk items
- Over 60,200 hours

Services Provided

- District maintenance and pressure washing
- Homeless Outreach
- Landscaping
- Graffiti removal
- Reporting and work orders via Filemaker Go and WiFi-enabled iPads
- Special event coverage, e.g. Fiesta Broadway, New Year's Marathon, Pow Wow Convention

Historic Downtown Los Angeles Business Improvement District

HDLABID.com

- Provided services since: 1998
- Dedicated positions: 18
- Contract size: $600,000
- Contact: Blair Besten, Executive Director
- Phone: (213) 488-1901

2013 STATS
- 79,412 bags of trash
- 7,901 graffiti tags
- 4,739 bulk items
- Over 27,800 hours

Services Provided

- District maintenance and pressure washing
- Illegal vendor program with LAPD and Safety
- Dynamic scheduling
- Landscaping and planter moving
- Parklet maintenance
- Graffiti removal
- Special event coverage, e.g. Farmer's Market, Art Walk and rallies/protests

Figueroa Corridor Business Improvement District

FigueroaCorridor.org

- Provided services since: 1999
- Dedicated positions: 15
- Contract size: $450,000
- Contact: Steve Gibson, Executive Director
- Phone: (213) 746-9577

2013 STATS
- 68,425 bags of trash
- 2,395 graffiti tags
- 1,543 bulk items
- Over 22,000 hours

Services Provided

- District maintenance and pressure washing
- Graffiti removal
- Bulk item removal
- Landscaping
- Special event coverage, i.e. Coliseum and USC parades

LA Fashion District Business Improvement District

FashionDistrict.org

2013 STATS
- 184,936 bags of trash
- 12,929 graffiti tags
- 718 bulk items
- Over 66,500 hours

Services Provided

- District maintenance and pressure washing
- Graffiti removal
- Bulk item removal

	• Provided services since: 2012 • Dedicated positions: 37 • Contract size: $950,000 • Contact: Kent Smith, Executive Director • Phone: (213) 488-1153	• Landscaping • Special seasonal and holiday scheduling
centurycity	**Century City Business Improvement District** *CenturyCityBID.com* Contact: Sara Bilger Phone: (310) 746-1272	
	Leimert Park Village / Crenshaw Corridor Business Improvement District *VillageCorridorBID.org* Contact: Brenda Shockley Phone: (323) 290-6560	
Culver City Downtown Business Association	**Culver City Downtown Business Association** *DowntownCulverCity.com* Contact: Sylvia Bianchi Phone: (310) 202-6060	
MAINTENANCE LHBA Lincoln Heights Benefit Association of Los Angeles	**Lincoln Heights Business & Community Benefit District** Contact: Misty Iwatsu Phone: (323) 255-5030	
OLD L.A.	**North Figueroa Association** *OldLA.org* Contact: Misty Iwatsu Phone: (323) 255-5030	
NOHO BID	**North Hollywood Arts District** *NoHoBID.com* Contact: Aaron Aulenta Phone: (213) 746-9577	
WILSHIRE CENTER BUSINESS IMPROVEMENT CORPORATION	**Wilshire Center Business Improvement District** *WilshireCenter.com* Contact: Mike Russell Phone: (213) 321-6163	

We are happy to provide references for any of our 100+ customers.

ABOUT CHRYSALIS

Chrysalis is more than a business. We create pathways to self-sufficiency for the homeless and those living in poverty by providing the resources they need to find and retain employment. Since our founding in Los Angeles' Skid Row in 1984, Chrysalis has assisted over 45,000 people on the path toward regaining their dignity and becoming self-sufficient. Currently, 400 clients a day receive services at one of our three centers.

In addition, Chrysalis Enterprises, our business arm, has grown to be the largest social enterprise in Los Angeles and one of the largest in the nation. With the work experience gained through Chrysalis Enterprises: references, transferable skills, and an ability to market themselves, our workers are able to retain employment for the long-term, and reach a level of self-sufficiency not otherwise attainable.

Double-Bottom Line

Chrysalis offers our customers both business solutions and positive social outcomes. By partnering with Chrysalis Enterprises, customers help to reconnect difficult-to-employ individuals into the workforce, creating engaged and self-sufficient community members. Our customers know from the results of our work and the great services we provide, that with Chrysalis, doing good makes good business sense.

ATTACHMENT 2

RECEIVED
JUN 20 2014
City Manager's Office
Monterey Park

CleanStreet

Cleaning Your Environment

MAINTENANCE SERVICES

EXCLUSIVELY FOR

CITY OF MONTEREY PARK

JUNE 20, 2014

1937 W. 169th Street
Gardena, CA 90247
(800) 225-7316 x108

SCOPE OF SERVICES

SECTION

SCOPE OF SERVICES 1

STAFFING AND MAINTENANCE OVERSIGHT 2

REPORTING 3

SUPPLIES / LABOR 4

QUALIFICATIONS 5

REFERENCES 6

SCOPE OF SERVICES

CleanStreet will perform the following services if awarded the contract:

Basic Maintenance Five (5) times a week as follows:
Area:

- Garvey and Garfield Avenues, within one block around the intersection, 3 times a week.
- The remainder of Garvey Avenue within the boundary of the BID area, once a week.
- The Lincoln/Garvey Avenue parking lot; clean daily and remove flyers.
- The remainder of the BID area, other than Garvey Avenue, twice (2) a week.

Tasks:

- Sweep all sidewalks,
- Wipe trash receptacles,
- Remove trash, cigarette butts, and debris from tree wells and other landscape areas,
- Dispose of all trash from area (excluding trash receptacles) into a city dumpster,
- Wipe down benches and furniture as needed,
- Remove flyers and similar documents posted on City property (e.q. benches, light poles, news racks, etc.),
- Remove graffiti as needed from the public area, and
- Remove weeds and sidewalk grass, and
- Report any deficiencies or significant issue to City Liaison.

Quarterly Maintenance

- Pressure wash all sidewalks in the BID district 4 times per year. (Pressure washing to be done at night).

STAFFING & MAINTENANCE OVERSIGHT

The project will be staffed with 1 person on the day to day cleaning.

On the quarterly pressure washing a crew of 2 will work at night.

We have a supervisor for our BID accounts, and he will be performing spot checks on the work performed 3-4 days per week.

REPORTING

CleanStreet will provide the City of Monterey staff a detailed monthly report of services provided. The report will include photographs of graffiti removed, the amount of trash removed, and any problems that were encountered.

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

SUPPLIES / LABOR

1. CleanStreet will provide all the necessary supplies and equipment required to provide the services requested in the RFP.

2. See cost sheet on next page.

SUPPLIES / LABOR

Basic Maintenance Five (5) times a week:

Garvey and Garfield Avenues, within a one-block of the intersection, 3 times per week.
The remainder of Garvey Avenue within the BID, once a week.
The Lincoln/Garvey Avenue parking lot; clean daily and remove flyers.
The remainder of the BID area, other than Garvey Avenue, twice (2) a week.

- Sweep all sidewalks,
- Wipe trash receptacles,
- Remove trash, cigarette butts, and debris from the tree wells and other landscape areas,
- Dispose of all trash from area (excluding trash receptacles) into a city dumpster,
- Wipe down benches and furniture as needed,
- Remove flyers and similar documents posted in City property,
- Remove graffiti as needed from the public area,
- Remove weeds and sidewalk grass,
- Report any deficiencies or significant issue to City liaison.

Cost..... $43,080.00 annually

Quarterly Maintenance:

- Pressure wash all sidewalks in the BID district four (4) times per year. (Pressure washing to be done at night.)

Cost..... $8,300.00 annually

Pressure washing performed will be done using 180° water, 3000 PSI, and all grey water will retrieved and disposed of in a sanitary sewer.

Total Cost..... $51,380.00

*All prices include cost for materials, insurance, labor, and equipment.

• Materials, Equipment & Overhead	$21,300.00
• Insurance	$6,400.00
• Labor	$23,680.00
Total	$51,380.00

CleanStreet
Cleaning Your Environment

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

QUALIFICATIONS

First Key Contact
The contract manager and key contract representative is Mr. Rick Anderson. Mr. Anderson has been with the company since 1989, and has the experience and expertise to deal with any issue that might arise during the performance of this contract.

He has the authority to take whatever steps necessary to deliver high-quality service. Mr. Anderson is responsible for all pricing and staffing decisions for the organization and approach to this contract. He will be intimately involved in all aspects of the implementation of this contract.

Rick Anderson, Director of Business Development

Mr. Anderson is a graduate of USC and Southwestern University School of Law. He has been with the Company for 21 years and has played an integral role in developing new business and overseeing all facets of operations. Mr. Anderson's dedication to the Company has helped fuel continual growth and diversification into new areas which complement CleanStreet's primary role as a street sweeping contractor.

Second Key Contact
Next in line, and supporting Mr. Anderson's management of this contract, is Mr. Andrew Jacoby. Mr. Jacoby is the Operations Director for Human Resources Manager and Risk Management for CleanStreet. He will be familiar with all aspects of the personnel working within this contract.

Andrew Jacoby, Director of Operations

Andrew Jacoby is the director of operations for CleanStreet and has been with the company since 2003. Mr. Jacoby oversees the Human Resources Department, and serves as the Company's risk manager. He has been instrumental in developing a state-of-the-art time and attendance system, in which data is transmitted through handsets and reconciled by complex GPS tracking software installed in CleanStreet's vehicles and handsets. Andrew is also responsible for claims management and is the driving force behind CleanStreet's constant emphasis on safety.

QUALIFICATIONS

Field Supervisor
Mr. Gilbert Perez is one of our Field Supervisors. Mr. Perez is excellent at working with our employees. He will be in the City full time until we have completely implemented our program.

Gilbert Perez, Field Supervisor

Gilbert Perez is a highly-skilled street sweeper operator who has been with CleanStreet since 2005. Mr. Perez is also proficient in the operation of other commercial vehicles, including those which require a Class A license. Mr. Perez has had experience with many facets of maintenance, including streets and parking structures, and is experienced with janitorial maintenance as well. Mr. Perez supervises street sweeper operators, porters, and pressure-washing crews in the field. He is extremely dedicated to his job and works tirelessly to ensure the highest quality of work.

Dispatch
Patty Madera is familiar with all aspects of street sweeping, and can handle all of your calls with special requests or complaints.

She is calm and courteous, and capable of responding quickly and effectively to your calls. Her communication skills are a major asset to CleanStreet, and will be to your organization as well.

Patty Madera, Dispatcher

Patty Madera joined CleanStreet in the latter part of 2007. She offers a high degree of professionalism, solid business ethics, and extensive computer skills. Ms. Madera is reliable and has a positive attitude. She works effectively and with a sense of urgency, and can quickly read, understand, and use street maps and complex mapping software.

Hollywood Entertainment District

Job Location: Hollywood, California

Role in the Job: CleanStreet's role on the job consists of the following:

Sweeping: Sweeping all sidewalks, streets and alleys seven days a week.

Pressure Washing: Sidewalks are thoroughly cleaned of all stains and gum.

Trash Collection: All trash containers are thoroughly cleaned, trash liners are changed, and debris is collected.

Graffiti: CleanStreet paints, cleans with solution, sandblasts or pressure wash graffiti and stickers from buildings, trees, poles, planters utility bases or other surfaces on a daily basis.

Furniture: All furniture, trash cans, planters, wrought iron benches, news racks and light bases are cleaned two times per month and are painted as necessary to maintain appearance.

Alleys: Alley sweeping and pressure washing services.

Equipment: Street sweeper, four pick-up trucks with pressure washers, all necessary hand tools.

Crew Size: Fifteen

Years of Service: 7 years

Reference: Kerry Morrison, Executive Director
1680 North Vine Street, Suite 414
Hollywood, CA 90028
PH: (323) 463-6767

Old Pasadena Management District

Job Location: Pasadena, California

Role in the Job: CleanStreet's role on the job consists of the following:

Sweeping: Sweeping all streets and alleys seven days a week.

Manual Cleaning: Porter service consists of daily manual cleaning of all sidewalks and alleys.

Pressure Washing: Sidewalks are thoroughly cleaned of all stains and gum.

Trash Collection: Daily, all trash containers are thoroughly cleaned, trash liners are changed, and debris is collected. Trash cans and containers are cleaned weekly by washing the containers and kept free of graffiti.

Tree Wells: Daily cleaning of all tree wells from debris.

Equipment: Street sweeper, one truck with pressure washer, one pick-up truck, and sidewalk scrubber.

Crew Size: Five

Years of Service: 15 years

Reference: Steve Mulheim
23 East Colorado Blvd., Suite 200
Pasadena, CA 91105
PH: (626) 356-9725

Pasadena Playhouse District Association

Job Location: Pasadena, California

Role in the Job: CleanStreet's role on the job consists of the following:

Street & Gutter Sweeping: Sweeping all sidewalks, streets and alleys and parking lots with a large vacuum street sweeper.

Planters: Clean out all debris.

Pressure Washing: Sidewalks, alleys, poles, benches by removing all gum, graffiti, and stickers.

Debris & Litter Pick-up: Remove all weeds and litter from all sidewalks, gutters, alleys parking lots and planters.

Trash Collection: All trash receptacles in the district are collected and liners are replaced. One pick-up truck and a two-man crew are utilized to collect the bagged trash and transport it to a sanitary landfill.

Miscellaneous Maintenance: A one-man crew with a pick-up truck performs miscellaneous maintenance. His tasks include patrolling the district looking for graffiti, stickers, weeds, trash, and shopping carts, etc.

Equipment: Street sweeper, one truck with pressure washers and one pick-up truck.

Crew Size: Four

Years of Service: 9 years

Reference: Erlinda L. Romo
38 N. El Molino Avenue, Suite 103
Pasadena, CA 91101
PH: (626) 744-0340

ATTACHMENT 3

CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF MONTEREY PARK AND

_____

This AGREEMENT is entered into this _____, by and between the CITY OF MONTEREY PARK, a public body corporate and politic ("CITY") and CHRYSALIS ENTERPRISES ("CONSULTANT").

1. **CONSIDERATION**

A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES attached as Exhibit "1," and incorporated by reference;

B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;

C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed $56,700 for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Attachment "1," which is incorporated by reference.

2. **SCOPE OF SERVICES**

A. CONSULTANT will perform services listed in the attached Attachment "1," which is incorporated herein.

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

3. **PAYMENTS**

For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Attachment "1") the tasks performed, the percentage of the task completed during the billing period.

4. **POLITICAL REFORM ACT**

CONSULTANT agrees that it will be considered a public official subject to the Political Reform Act of 1974 for purposes of this Agreement. CONSULTANT agrees and warrants that it has no financial interests which may be materially affected by the project for which the Initial Study, as specified in the SERVICES, is being prepared. Such financial interests may include, without limitation, interests in business entities, real property, or sources of income exceeding $500 received within the past year. CONSULTANT further warrants that, before executing this Agreement, it reviewed the Political Reform Act of 1974 and the Fair Political Practices Commission regulations, including, without limitation, Chapter 7 of Title 2 of the California Administrative Code, Section 18700, et seq., in order to determine whether any conflict of interest would require CONSULTANT to refrain from performing the SERVICES or in any way attempting to use its official position to influence the governmental decisions underlying the subject environmental clearances.

5. **FAMILIARITY WITH WORK**

A. By executing this Agreement, CONSULTANT represents that CONSULTANT has

i. Thoroughly investigated and considered the scope of services to be performed;

ii. Carefully considered how the services should be performed; and

iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. **TERM**

The term of this Agreement will be from _____. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

A. Completion of the work specified in Attachment "1";

B. Termination as stated in Section 14.

7. **TIME FOR PERFORMANCE**

CONSULTANT will not perform any work under this Agreement until:

A. CONSULTANT furnishes proof of insurance as required by this Agreement; and

B. CITY gives CONSULTANT a written **Notice to Proceed**.

C. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

8. **TIME EXTENSIONS**

Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify CITY within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. CITY may, but is not required to, extend the completion time, when appropriate, for the completion of the contracted services.

9. **CHANGES**

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

10. **TAXPAYER IDENTIFICATION NUMBER**

CONSULTANT will provide CITY with a Taxpayer Identification Number.

11. **PERMITS AND LICENSES**

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

12. **PROJECT COORDINATION AND SUPERVISION**

A. _____ will be assigned as Project Manager and will be responsible for job performance, negotiations, contractual matters, and coordination with CITY's representative.

B. _____, will be assigned as CITY's Representative and will be personally in charge of and personally supervise or perform the technical

execution of the Project on a day-to-day basis on behalf of CITY and will maintain direct communication with CONSULTANT's Project Manager.

13. **WAIVER**

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

14. **TERMINATION**

A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.

B. CONSULTANT may terminate this Agreement at any time with City's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.

C. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).

D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

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

15. **OWNERSHIP OF DOCUMENTS**

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

16. **PUBLICATION OF DOCUMENTS**

Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or city without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

17. **INDEMNIFICATION**

A. CONSULTANT agrees to the following:

i. ***Indemnification for Professional Services.*** **CONSULTANT will save harmless and indemnify, including, without limitation, CITY's defense costs (including reasonable attorney's fees), from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.**

ii. ***Indemnification for other Damages.*** **CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.**

B. For purposes of this section "CITY" includes CITY's officers, officials and employees.

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

D. The requirements as to the types and limits of insurance coverage to be

maintained by CONSULTANT as required by Section 22, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

18. **ASSIGNABILITY**

This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

19. **INDEPENDENT CONTRACTOR**

CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

20. **AUDIT OF RECORDS**

A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. Upon inspection, CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements of this Section. CONSULTANT will be given a reasonable amount of time to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures will result in immediate termination of this Agreement.

C. CONSULTANT will keep all books, records, accounts and documents pertaining to

this Agreement separate from other activities unrelated to this Agreement.

21. **INSURANCE**

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

Type of Insurance	Limits (combined single)
Commercial general liability:	$1 million per occurrence/$2 million aggregate
Professional Liability	$1 million per occurrence/$2 million aggregate
Business automobile liability	$1 million/ CSL
Workers compensation	Statutory requirement.

B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Commercial General Liability policy will be endorsed to name CITY, its officials, and employees as "additional insured's" 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 to CITY.

C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

D. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CONSULTANT will continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated ("extended insurance"). Such extended insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by Agency arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

E. CONSULTANT will furnish to Agency 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 Agency from time to time. Insurance must be placed with insurers admitted in the state of California with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."

F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, Agency may obtain such coverage at CONSULTANT's expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate.

22. **USE OF CONSULTANT**

CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

23. **INCIDENTAL TASKS**

CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

24. **NOTICES**

All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
Donna Ramirez, City Representative City of Monterey Park 320 West Newmark Avenue Monterey Park, CA Phone: 626 307 1385 Fax: 626-307-1467	

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

25. **SOLICITATION**

CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

26. **THIRD PARTY BENEFICIARIES**

This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

27. **INTERPRETATION**

This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County or in the Federal District Court in the District of California in which Los Angeles County is located.

28. **ENTIRE AGREEMENT**

This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are two (2) Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

29. **CONSISTENCY**

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

A. Attachment 1 : Scope of Work
B. Attachment 2: Chrysalis Proposal

30. **RULES OF CONSTRUCTION**

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

31. **SEVERABILITY**

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

32. **AUTHORITY/MODIFICATION**

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

33. **ACCEPTANCE OF FACSIMILE SIGNATURES**

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

34. **COVENANTS AND CONDITIONS**

The parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

35. **CAPTIONS**

The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

36. **FORCE MAJEURE**

Should performance of this Agreement be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

37. **TIME IS OF ESSENCE**

Time is of the essence to comply with dates and schedules to be provided.

38. **STATEMENT OF EXPERIENCE**

By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

[Signatures on next page]

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

CITY OF MONTEREY PARK

_____ _____

Date: _____ Date: _____

ATTEST:

_____
David Barron,
City Clerk

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

By: _____

City Council Staff Report

DATE: July 16, 2014

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

TO: The Honorable Mayor and City Council

FROM: Jim Smith, Chief of Police

SUBJECT: Service Agreement with the Los Angeles County Animal Care and Control Department for Animal Care and Control Sheltering, Licensing, and After Hours Services.

RECOMMENDATION:

Recommendations: It is recommended that the City Council:

(1) Authorize the City Manager to execute a service agreement in a form approved by the City Attorney with the Los Angeles County Animal Care and Control Department, not to exceed $10,000.00 of the estimated rates; and

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

EXECUTIVE SUMMARY:

The City of Monterey Park has contracted for Animal Control sheltering, licensing, and after hours service with the Los Angeles County Animal Care and Control Department (LACACCD) since July 1, 2012. The initial service agreement expired June 30, 2014. L.A. Co. is continuing service, but a new contract covering the period of July 1, 2014 through June 30, 2019 is needed.

BACKGROUND:

The service agreement with the L.A. County Animal Care and Control Department (LACACCD) expired on June 30, 2014. Due to an inadvertent staff error, the renewal agreement is late in being brought before City Council. However, the LACACCD has continued to provide service in the interim.

The LACACCD service agreements are for five year periods and the time periods are the same for all cities that contract with them. When Monterey Park initially contracted with LACACCD for services it was in the middle of one of their contract periods, so the initial service agreement was for two years. The LACACCD provides kennel services

for the impounding of loose, vicious, stray, and injured animals, personnel for after hour calls for service to include, evenings, weekends, and holidays, investigations personnel and support, licensing, low cost vaccination clinics, and licensing canvassing (Attachment "B"). Over the past two years LACACCD representatives have worked closely and effectively with Monterey Park Animal Control personnel. They have also provided services to the City at a cost substantially lower than the City's previous vendor.

FISCAL IMPACT:

The service agreement with L.A. County Animal Care and Control Department will cost approximately $71,000 in fiscal year 14/15 (See Attachment "C"). This is within the amount budgeted for this service in the Police Department's 2014-15 fiscal year budget.

Respectfully submitted,

Jim Smith
Chief of Police

Approved By:

Paul L. Talbot
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

A- City-County Municipal Services Agreement
B- Description of Services Provided
C- Service Level Cost Estimate

ATTACHMENT A
City-County Municipal Services Agreement

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CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

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COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF MONTEREY PARK

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CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL AND CITY OF MONTEREY PARK

THIS AGREEMENT is made by and between the COUNTY OF LOS ANGELES, hereinafter referred to as County, and the CITY OF MONTEREY PARK, hereinafter referred to as City.

RECITALS

a. The City is desirous of contracting with the County for the performance of animal care and control functions described herein by the County.

b. The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this Agreement.

c. Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Section 51300 et seq. of the Government Code of the State of California.

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

1.1 The County agrees, through the County Department of Animal Care and Control, to provide general animal care and control services within the corporate limits of the City to the extent and in the manner hereinafter set forth.

1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the County under the Charter of the County and the Statutes of the State of California and under the municipal codes of the City. The County will provide services in accordance with the provisions of Title 10, Animals of the Los Angeles County Code, and all amendments thereto, except as otherwise agreed by the parties in the attached Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

2.1 The rendition of the services performed by the County, the standards of performance, the discipline of officers and staff, and the matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the

minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the County and the City.

2.3 With regard to Sections 2.1 and 2.2, the County, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

2.4 All City employees who work in conjunction with the County's Department of Animal Care and Control pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the City and County. To the extent the County provides the City with animal licensing services, City employees or their agents shall not perform any function related to the licensing of animals, including collection of license fees, penalties, or field enforcement fees, except as otherwise agreed to by the parties in the attached Service Level Request of other prior written agreement. Field enforcement fees will only be collected for services performed by employees of the County of Los Angeles Department of Animal Care and Control.

2.5 For the purpose of performing services and functions, pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be a contracted officer or employee of the City while performing such service for the City, as long as the service is within the scope of this Agreement and in a municipal function.

2.6 The contracting City shall not be called upon to assume any liability for the direct payment of any County Department of Animal Care and Control salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.

2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Services Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination.

3.0 DEPLOYMENT OF PERSONNEL

3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the County Department of Animal Care and Control.

3.2 The City agrees to complete a Service Level Request form annually (Attachment A) and the level of service to be provided and contract sum shall be signed and authorized by the City and the County Department of Animal Care and Control or his/her designee and shall be attached to this contract as an amendment.

3.3 The City may request a change in level of service and complete an additional Service Level Request form and submit such form to the County Department of Animal Care and Control. The revised level of service to be provided and contract sum shall be signed and authorized by the City and the County Department Animal Care and Control or his/her designee and attached to this contract as an amendment to the level of service and the contract sum.

3.4 The City is not limited to the foregoing services indicated, but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of Animal Care and Control to provide.

4.0 PERFORMANCE OF CONTRACT

4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.

4.3 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991, and/or a revised Joint Indemnity Agreement approved by the Board of Supervisors on August 9, 1993. Whichever of these documents the City has signed later in time is currently in effect and

hereby made a part of and incorporated into this Agreement as if set out in full herein.

5.2 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the Joint Indemnity Agreement previously in effect between the parties hereto.

6.0 TERM OF CONTRACT

6.1 Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2014, and shall remain in effect until June 30, 2019.

6.2 At the option of the Board of Supervisors and with the consent of the City Council, this Agreement may be renewable for successive periods not to exceed five years each.

7.0 RIGHT OF TERMINATION

7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than 60 days prior thereto.

7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within 60 days of receipt of hereunder, and in such an event this Agreement shall terminate 60 calendar days from the date of the City's notice to the County.

7.3 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.

7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

8.1 The City shall pay for the services provided under the terms of this service agreement at the rate established by the County's Department of Animal Care and Control and approved by the Auditor-Controller.

8.2 The rates indicated in the Service Level Request form shall be readjusted by the County annually effective the first day of July each year to reflect the cost of such service in accordance with the policies and procedures for

the determination of such rate as adopted by the County Board of Supervisors.

8.3 The City shall be billed based on the service level provided within the parameters of the Service Level Request form.

8.4 The cost of other services requested pursuant to this Agreement and not set forth in the Service Level Request form shall be determined by the County's Department of Animal Care and Control and in accordance with the policies and procedures established by the County Board of Supervisors.

9.0 PAYMENT PROCEDURES

9.1 The County, through the County of Los Angeles Department of Animal Care and Control, shall render to said City within 15 days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said City shall pay County for all undisputed amounts within 30 days after date of said invoice.

9.2 If such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 15 days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 days after the dispute resolution is memorialized.

9.3 Interest shall be calculated at the rate of seven percent (7%) annually or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

9.4 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to City of County's intention to do so.

10.0 ENTIRE AGREEMENT

10.1 This Agreement and Attachment A hereto, constitute the complete and exclusive statements of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this

Agreement must be in writing and mutually executed by authorized personnel on behalf of the City and the County. The Director of Animal Care and Control or his/her designee is authorized by the County to execute supplemental agreements.

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CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF MONTEREY PARK

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this Agreement to be subscribed by its Chair and the City has caused this Agreement to be subscribed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By_____
MARCIA MAYEDA
Director, Animal Care and Control

CITY OF MONTEREY PARK

By_____
City of Monterey Park, City Manager

ATTEST:

By_____ _____
City Clerk Date

By_____ _____
City Attorney Date

APPROVED AS TO FORM:

JOHN KRATTLI
County Counsel

By_____
Principal Deputy County Counsel

ATTACHMENT B
Description of Services Provided

Attachment B

Los Angeles County
Department of Animal Care and Control
Description of Services Provided

Field Services

Resources dedicated to providing quality animal care services in the field. Activities involve field officers performing a variety of tasks utilizing appropriate equipment. These tasks include:

- Immediate response to vicious/dangerous animals that pose a public safety threat;
- Capture and impoundment of stray domestic animals;
- Impoundment of animals surrendered by their owners;
- Removal of dead animals from public and private property;
- Enforcement of all animal related ordinances and State laws including leash laws, animal cruelty laws, dangerous/vicious dog enforcement, and the keeping of wild or exotic animals;
- Investigate Potentially Dangerous and Vicious Dog cases; prepare appropriate petitions; and conduct administrative hearings, consistent with state and county laws;
- Rescue of ill, injured or abused animals;
- Enforcement of animal nuisance complaints such as barking dogs and leash law violators;
- Assist local law enforcement with their cases when animals are involved, such as the service of search warrants and impounding animals belonging to persons taken into custody;
- Emergency response to fires, earthquakes, floods and other natural or manmade disasters to rescue animals from harm;
- Maintain 24 hour dispatch and call center to receive calls for service and dispatch them to officers for field response; and

Shelter Services

Represents services dedicated to providing a comfortable and safe environment to shelter animals. Shelter services include:

- Providing food, water, shelter medical care for impounded animals;
- Holding stray animals and attempting to reunite them with their owners;
- Finding new adoptive homes for domestic animals;
- Working with wildlife rehabilitators to rescue sick and injured wildlife;
- Providing emergency sheltering to animals displaced by wildfires or other disasters;
- Spay and neuter services for all dogs and cats pursuant to State law
- Performing surgeries to make animals more adoptable
- Euthanizing sick, injured, dangerous, feral or un-adopted animals;
- Quarantine and observation of animals for rabies;
- File annual reports to the State of California as required by law;
- Disposal of dead animals;
- Maintain website of lost and surrendered animals so owners may locate their lost animals and potential adopters may find a new pet; and
- Maintain regular hours of operation for the public.

Licensing

Represents resources for providing the issuance and processing of licenses. This function includes:

- Issuance of animal licenses to animals that have been vaccinated against rabies;
- Processing license applications, payments, and information changes;
- Issuing license renewal notices;
- Assessing and collecting fees, penalties and other financial remittances; and
- Maintenance of animal licensing database

Animal Licensing Field Enforcement

Represents services dedicated to providing field enforcement for animal license compliance. This program includes:

- Neighborhood field enforcement of animal licensing and other State and local laws and ordinances;
- Issuing citations to violators of animal licensing ordinances; and
- Collecting license revenue

Business Licensing

Represents the process to issue and enforce licenses provided to private businesses involved in regulated activities related to animals. This program includes:

- Annually inspect and license animal facilities such as pet shops, breeders, animal menageries, grooming parlors and all other places where animals are maintained for profit or business activities; and
- Issue grades to facilities, similar to the Los Angeles County Public Health Department's Restaurant Grading System

Vaccination and Microchip Clinics

Represents resources to provide vaccines and microchips, including:

- Provide low cost vaccinations and microchips;
- Staff with medical personnel and necessary support staff;
- Assist jurisdictions in promoting community based clinics; and
- Provide regular clinics at each Los Angeles County Animal Shelter

ATTACHMENT C
Service Level Cost Estimate

COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL AND CONTROL
MONTEREY PARK - SERVICE LEVELS SCHEDULE

City / Service Description	# of Animal	Unit	Estimated Actual FY 13/14 Billing Rates	# of Unit	* Cost Amount	Estimated FY 14/15 ** Billing Rates	# of Unit	* Cost Amount
Monterey Park								
Kennel Housing - Dog & Cat	816	Days	$ 17.68	2,655	$ 46,940	$ 20.07	2,655	$ 53,286
Kennel Housing - Other Animals	68	Days	$ 8.33	193	$ 1,608	$ 9.95	193	$ 1,920
Special Care Housing	19	Days	$ 21.21	87	$ 1,845	$ 24.08	87	$ 2,095
Disposal of Dead Animals		Each	$ 12.48	77	$ 961	$ 12.84	77	$ 989
Private Vet		Each	Varies	16	$ 825	Varies	16	$ 825
Field Services***		Hours	$ 81.25	336	$ 27,280	$ 85.02	336	$ 28,545
Animal License Enforcement Services		Hours	$ 68.49	8	$ 548	$ 67.34	8	$ 539
Liability Insurance (4% Field and Animal License Enforcement Services)					$ 1,113			$ 1,163
License Processing Fee		Licenses	$ 2.63	576	$ 1,515	$ 2.45	576	$ 1,411
Redemption Fee					$ (4,417)			$ (4,417)
License/Penalty Fee Credits					$ (15,370)			$ (15,370)
Total City Net Cost					$ 62,848			$ 70,987
						Estimate FY 14/15 % variance		13%

* Service Levels Schedule is an estimate only (based on the current fiscal year 8 months actual) and is for your reference. City is liable for actual cost.
** FY 14/15 Billing Rate approved by Los Angeles County Auditor-Controller on 5/23/14.
*** Critical Case Processing Unit Field Services hours are part of overhead on FY 14/15.

ATTACHMENT C

City Council Staff Report

DATE: JULY 16, 2014

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

TO: The Honorable Mayor and City Council

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

SUBJECT: Monterey Highlands Park and Elementary School Parking Lot Improvements – Award of Contract

RECOMMENDATION:

Recommendations: It is recommended that the City Council consider:

(1) Awarding the contract for the Parking Lot Improvements at Monterey Highlands Park and Elementary School to the lowest responsible bidder, Excel Paving Company of Long Beach, in the amount of $127,737.00;

(2) Authorize the Public Works Director to approve construction change orders up to $12,774 (up to 10% of construction contract amount) for this project;

(3) Authorize the City Manager to execute a standard public works contract, in a form approved by the City Attorney, with Excel Paving Company; and

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

EXECUTIVE SUMMARY:

The Engineering Division prepared bid specifications for the Monterey Highlands Park and Elementary School Parking Lot Improvements. Staff has completed the bidding process and is recommending the award of contract to Excel Paving Company in the amount of $127,737.00. The City Council adopted a resolution which authorized solicitation of this project on May 21, 2014.

BACKGROUND:

The project is construction of an asphalt concrete overlay on the access roads leading up to and including the main parking lot at Monterey Highlands Park. The project also includes an additive alternate item to expand the parking area adjacent to the tennis courts for additional parking, and to improve the overall parking lot drainage. In addition, the parking lot serving the adjacent Monterey Highlands Elementary School will receive

an asphalt emulsion slurry seal, and all of the parking lot spaces and pavement markings will be repainted. The Alhambra Unified School District has offered to contribute district funds towards the Highlands School parking lot improvements.

On June 26, 2014, staff received a total of two bids. A summary of the bids is as follows:

RANK	BIDDER	BASE BID AMOUNT	ADDITIVE ALTERNATE	TOTAL BID AMOUNT
1	EXCEL PAVING COMPANY	$108,897.00	$18,840.00	$127,737.00
2	ASTRA BUILDING	$266,976.00	$33,372.00	$300,348.00

The engineer's estimate for the project is $110,000. The bid submitted by Excel Paving Company is the lowest responsive bid from a responsible bidder. There was a minor numerical entry error in Excel Paving's bid that was clarified by staff. Since the error did not impact Excel's total bid amount or change the bid rankings, it is recommended that the City Council waive this minor irregularity.

Excel Paving's license was verified with the California State Contractor's License Board to be current, active and in good standing. Staff also checked the contractor's references and received positive feedback. Excel Paving has performed street resurfacing and slurry seal work for numerous public agencies including the Cities of Irvine, West Covina, San Clemente, and Redondo Beach.

CEQA (California Environmental Quality Act):

As a minor alteration to an existing public facility, this project is a Class 1 Categorical Exempt project pursuant to the California Environmental Quality Act (CEQA).

FISCAL IMPACT:

This project is funded with General Fund Capital Improvement Reserves (Account No. 0010-5002-96049) and funds contributed by the Alhambra Unified School District. Adding a 10% contingency for any unforeseen changes, the estimated total project cost is $140,511.00.

Respectfully submitted,

Ron Bow
Director of Public Works/
Assistant City Manager

Prepared by:

Rey Alfonso
Assistant City Engineer

Approved By:

Paul L. Talbot
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

City Council Staff Report

DATE: July 16, 2014

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

TO: The Honorable Mayor and City Council

FROM: Chu Thai, Management Services Director

SUBJECT: Second reading and adoption of ordinances increasing the amount of water, wastewater and solid waste rates and charges.

RECOMMENDATION:

It is recommended that the City Council:

1. Waive second reading and adopt the proposed Ordinance No. #### – Increasing the amount of Water Rates and Charges;
2. Waive second reading and adopt the proposed Ordinance No. #### – Increasing the amount of Wastewater Rates and Charges;
3. Waive second reading and adopt the proposed Ordinance No. #### – Increasing the amount of Solid Waste Rates and Charges; and
4. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The first reading and public hearing occurred on July 2, 2014. The ordinances are now ready for second reading and adoption by the City Council.

BACKGROUND:

At the meeting on July 2, 2014, the City Council reviewed options for setting/increasing water, and wastewater rates for a five year period commencing on September 1, 2014. Additionally, the Council reviewed options for setting/increasing rates for solid waste (trash) service that is provided by Athens Disposal pursuant to a franchise agreement with the City. The proposed solid waste rates would take effect September 1, 2014 and would only be increased during the term of the Contract with Athens which expires in June 2017.

Before the July 2, 2014 Council Meeting, the City sent out public notices and protest ballots to all property owners in the City as well as rate payers for water, wastewater and solid waste services. As is detailed in March 19, April 2, April 16, June 18, and July 2 staff reports, unless the City received a majority protest the City could proceed to increase the rates for these services. On June 18, 2014, the City Council determined that the City received, at most (since the envelopes were not opened), 1,349 protest ballots which represented (at most) an 8% protest. This is well below the majority threshold requirement. This procedure was approved by the California electorate as part of Proposition 218 which amended the California Constitution to include this

majority protest process for increasing (or adding) water, wastewater and solid waste services.

At the July 2nd Meeting the Council introduced Ordinances that sets a "cap rate" on water and wastewater increases at 15% per year for the five year period. However, the Council also suspended the rate increases for the second through fifth year of the water and wastewater rate schedules from 15% annual increases to 10% annual increases, and retained the right to increase the rates during this four year period up to the 15% cap amount. Should the City Council seek to allow rates to revert up to the cap rate, the City Council would need to hold a public hearing and adopt an ordinance allowing for such reversion. The ordinance would need to be adopted by four affirmative votes. Additionally, on September 1, 2019, the water and wastewater rates will automatically revert back to the rate in existence as of August 31, 2017 absent additional City Council action at that time.

For solid waste, the Council introduced an Ordinance for a first year rate increase of 15% and years 2-5 at 3%. The solid waste rate increases simply pass through the rate increases that are charged by Athens Disposal which provides the City's solid waste services.

For illustrative purposes, the two charts below shows what a typical single family home may pay per month at the cap, as well as the reduced rates established by City Council.

Council Adopted "Capped Rates" Monthly Bill and CIP Potential

Utility Bill	Current Bill	Sept 14 Year 1	Sept 15 Year 2	Sept 16 Year 3	Sept 17 Year 4	Sept 18 Year 5	CIP (Million)
Water	$28.82	$47.33	$54.48	$62.62	$72.05	$82.78	$17.7
Wastewater	$0.97	$7.69	$10.00	$12.50	$14.00	$15.68	$12.8
Solid Waste	$22.68	$26.08	$26.86	$27.66	$28.50	$29.35	-
TOTAL	**$52.47**	**$81.10**	**$91.34**	**$102.78**	**$114.55**	**$127.81**	**$30.5**

(1) *Typical single family residential customer has 5/8" or 3/4" water meter and consumes 12 units (1 unit = 748 gallons) of water per month. Customer has one 96 gallon trash and one 96 gallon recycle container.*

Council Adopted "Suspended Reduced Rates of 10% for Monthly Bill and CIP Potential for the 2nd through 5th Years of the Rate Program

Utility Bill	Current Bill	Sept 14 Year 1	Sept 15 Year 2	Sept 16 Year 3	Sept 17 Year 4	Sept 18 Year 5	CIP (Million)
Water	$28.82	$47.33	$52.04	$57.30	$63.00	$69.31	$10.1
Wastewater	$0.97	$7.69	$8.46	$9.31	$10.24	$11.26	$8.8
Solid Waste	$22.68	$26.08	$26.86	$27.66	$28.50	$29.35	-
TOTAL	**$52.47**	**$81.10**	**$87.36**	**$94.27**	**$101.74**	**$109.92**	**$18.8**

(1) *Typical single family residential customer has 5/8" or 3/4" water meter and consumes 12 units (1 unit = 748 gallons) of water per month. Customer has one 96 gallon trash and one 96 gallon recycle container.*

The ordinances introduced at the last City Council meeting must be adopted by four affirmative votes. California law requires that the City Council re-introduce any ordinance that is substantively changed from the time it was introduced.

Respectfully submitted by:

Chu Thai
Director of Management Services

Approved by:

Paul L. Talbot
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Ordinance No. #### – Setting the amount of Water Rates and Charges
2. Ordinance No. #### – Setting the amount of Wastewater Rates and Charges
3. Ordinance No. #### – Setting the amount of Solid Waste Rates and Charges
4. Reduced Water and Wastewater Rates to be Charged

ATTACHMENT 1

Ordinance No. #### – Setting the amount of Water Rates and Charges

ORDINANCE NO. ____

AN ORDINANCE SETTING THE AMOUNT OF WATER RATES AND CHARGES PURSUANT TO HEALTH AND SAFETY CODE § 5471 AND MONTEREY PARK MUNICIPAL CODE CHAPTER 14.12.

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

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

A. The City of Monterey Park requires a reliable supply of water meeting current and anticipated water quality standards to protect the public general welfare, health and safety.

B. The purpose of water rates and charges is to protect the public health, safety and general welfare by providing a reliable and adequate supply of water meeting current and anticipated water quality standards for the residents of the City of Monterey Park and to pay for the cost of providing such service.

C. There is a reasonable relationship between the amount of the rates and charges and the cost of services and facilities necessary to deliver water service to the residents and non-residential development of the City.

D. Notice regarding the water rates included in this ordinance was provided in accordance with California Constitution Article XIIID, § 6(c) and Government Code § 54354.5.

E. On June 18, 2014, the City Council held a public hearing to consider the results of the protest proceeding and to consider whether to increase the water rates as proposed.

F. This Ordinance is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and CEQA regulations (Cal. Code Regs. tit. 14, §§ 15000, *et seq.*) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. This Ordinance, therefore, is categorically exempt from further CEQA review under Cal. Code Regs. tit. 14, § 15273.

G. This ordinance is adopted in accordance with Health and Safety Code § 5471 and Monterey Park Municipal Code ("MPMC") Chapter 14.12 to establish the City's current water rates.

H. The City Council has considered the evidence and testimony presented at the public hearing. Based in part upon that evidence, and the staff reports presented to the Council regarding this issue, the City Council believes that it is in the public interest to adopt this Ordinance.

SECTION 2. AMOUNT OF RATES AND CHARGES.

A. Pursuant to MPMC Chapter 14.12, the City Council establishes amount of water rates as set forth in attached Exhibit "A," which is incorporated by reference ("Water Charges").

B. The Water Charges include an annual fifteen percent (15%) increase for the next five years commencing on September 1, 2014. The Water Charges are as set forth on Exhibit A except that the Council hereby suspends the Water Charges increase for the second through fifth year of the Water Charge schedule from fifteen percent (15%) annual increases to ten percent (10%) annual increases, but reserves the right to increase the Water Charges back up to the fifteen percent (15%) levels set forth on Exhibit A by amending this Ordinance. Additionally, as of September 1, 2019, the Water Charges will automatically revert back to the Water Charges existing on August 31, 2017.

C. The City Council must meet at least thirty days in advance of each annual Water Charges increase to receive a detailed presentation from the City Manager, or designee, regarding the expenditures made from the Water Enterprise Fund for the previous year and the projected expenditures for the next twelve month period. The Council must discuss whether the Water Charges should be increased, remain the same or decreased during this annual meeting.

SECTION 3. COST ESTIMATES. The City Manager, or designee, will periodically, but not less than annually, review the Water Charges to determine whether revenues from such charges are meeting actual cost of services and facilities needed to deliver water service to the residents and non-residential developments within the City. If the City Manager determines that revenues do not adequately meet costs, the City Manager will recommend to the City Council a revised rate and charge schedule to be adopted by this City Council by ordinance.

SECTION 4. This Ordinance was adopted to comply with the California Supreme Court decision in *Bighorn-Desert View Water Agency v. Verjil* (2006) 39 Cal.4th 205. To the extent any provision of this Ordinance repeals or supersedes Ordinance No. 1403, such repeal or replacement 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 or superseded part of Ordinance No. 1403 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:

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. _____ was duly introduced by said City Council at a regular meeting held on the _____ day of _____, 2014, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the _____ day of_____, 2014, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Vincent D. Chang, City Clerk

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

By: _____
Karl H. Berger, Assistant City Attorney

Exhibit A
Water Charges

City of Monterey Park

Monthly Water Rate Schedule

Monthly Water Meter Charge

Meter Size	Existing Rate	Sept 2014	Sept 2015	Sept 2016	Sept 2017	Sept 2018
5/8 or 3/4"	$12.63	**$14.50**	**$16.70**	**$19.20**	**$22.10**	**$25.40**
1"	$13.67	**$15.70**	**$18.05**	**$20.75**	**$23.85**	**$27.45**
1 1/2"	$21.53	**$24.75**	**$28.45**	**$32.70**	**$37.60**	**$43.25**
2"	$27.71	**$31.85**	**$36.65**	**$42.15**	**$48.45**	**$55.70**
3"	$55.48	**$63.80**	**$73.35**	**$84.35**	**$97.00**	**$111.55**
4"	$91.72	**$105.50**	**$121.35**	**$139.55**	**$160.50**	**$184.60**
6"	$280.07	**$322.10**	**$370.40**	**$425.95**	**$489.85**	**$563.35**
8"	$700.44	**$805.50**	**$926.35**	**$1,065.30**	**$1,225.10**	**$1,408.85**

Monthly Water Consumption Charge (per unit)

	Existing Rate	Sept 2014	Sept 2015	Sept 2016	Sept 2017	Sept 2018
Current (All Users)						
Tier 1 5/8" or 3/4" (units 6-20)	$1.38					
Tier 1 All other (units 0-20)	$1.38					
Tier 2 (above 20 units)	$1.81					
Proposed Single Family Residential						
Tier 1 (units 0-6)		**$1.59**	**$1.83**	**$2.10**	**$2.42**	**$2.78**
Tier 2 (units 7-12)		**$1.73**	**$1.99**	**$2.29**	**$2.63**	**$3.02**
Tier 3 (above 12 units)		**$1.85**	**$2.13**	**$2.45**	**$2.82**	**$3.24**
Proposed All Other						
All Units of Consumption		**$1.81**	**$2.08**	**$2.39**	**$2.75**	**$3.16**

Water Treatment Charge

% (meter + consumption)	37.5%	**37.5%**	**37.5%**	**37.5%**	**37.5%**	**37.5%**

One Unit = 748 gallons of water

ATTACHMENT 2

Ordinance No. #### – Setting the amount of Wastewater Rates and Charges

ORDINANCE NO. _____

AN ORDINANCE SETTING THE AMOUNT OF WASTEWATER RATES AND CHARGES PURSUANT TO HEALTH AND SAFETY CODE § 5471.

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

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

A. The City of Monterey Park requires a reliable wastewater discharge system meeting current and anticipated water quality standards to protect the public general welfare, health and safety.

B. The purpose of wastewater rates and charges is to protect the public health, safety and general welfare by providing a reliable and safe wastewater discharge system that meets current and anticipated wastewater quality standards for the residents of the City of Monterey Park and to pay for the cost of providing such service.

C. Based upon the record, there is a reasonable relationship between the amount of the rates and charges and the cost of services and facilities necessary to deliver wastewater service to the residents and non-residential development of the City.

D. Notice regarding the wastewater rates included in this ordinance was provided in accordance with California Constitution Article XIIID, § 6(c) and Government Code § 54354.5.

E. On June 18, 2014, the City Council held a public hearing to consider the results of the protest proceeding and to consider whether to adjust the wastewater rates as proposed.

F. This Ordinance is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and CEQA regulations (Cal. Code Regs. tit. 14, §§ 15000, *et seq.*) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. This Ordinance, therefore, is categorically exempt from further CEQA review under Cal. Code Regs. Tit. 14, § 15273.

G. This Ordinance is adopted in accordance with Health and Safety Code § 5471 to establish the City's current wastewater rates and charges.

H. The City Council has considered the evidence and testimony presented at the public hearing. Based in part upon that evidence, and the agenda reports presented to the Council regarding this issue, the City Council believes that it is in the public interest to adopt this Ordinance.

SECTION 2. AMOUNT OF RATES AND CHARGES.

A. The City Council establishes amount of wastewater rates as set forth in attached Exhibit "A," which is incorporated by reference ("Wastewater Charges.")

B. The Wastewater Charges include an annual fifteen percent (15%) increase for the next five years commencing on September 1, 2014. The Wastewater Charges are as set forth on Exhibit A except that the Council hereby suspends the Wastewater Charges increase for the second through fifth year of the Water Charge schedule from fifteen percent (15%) annual increases to ten percent (10%) annual increases, but reserves the right to increase the Wastewater Charges back up to the fifteen percent (15%) levels set forth on Exhibit A by amending this Ordinance. Additionally, as of September 1, 2019, the Wastewater Charges will automatically revert back to the Wastewater Charges existing on August 31, 2017.

C. The City Council must meet at least thirty days in advance of each annual Wastewater Charges increase to receive a detailed presentation from the City Manager, or designee, regarding the expenditures made from the Water Enterprise Fund for the previous year and the projected expenditures for the next twelve month period. The Council must discuss whether the Wastewater Charges should be increased, remain the same or decreased during this annual meeting.

SECTION 3. COST ESTIMATES. The City Manager, or designee, will periodically, but not less than annually, review the Wastewater Charges to determine whether revenues from such charges are meeting actual cost of services and facilities needed for wastewater discharge services to the residents and non-residential developments within the City. If the City Manager determines that revenues do not adequately meet costs, the City Manager will recommend to the City Council a revised rate and charge schedule to be adopted by this City Council by ordinance.

SECTION 4. This Ordinance was adopted to comply with the California Supreme Court decision in *Bighorn-Desert View Water Agency v. Verjil* (2006) 39 Cal.4th 205. To the extent any provision of this Ordinance repeals or supersedes any previous approvals, such repeal or replacement 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 or superseded part of previous approvals 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 take effect on the 31st day following its final passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2014.

_____
Anthony Wong, Mayor

ATTEST:

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. _____ was duly introduced by said City Council at a regular meeting held on the _____ day of _____, 2014, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the _____ day of_____, 2014, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Vincent D. Chang, City Clerk

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

By: _____
Karl H. Berger, Assistant City Attorney

Exhibit A
Wastewater Charges

City of Monterey Park

Monthly Wastewater Rate Schedule

	Existing Rate	Sept 2014	Sept 2015	Sept 2016	Sept 2017	Sept 2018
Existing Rate *- Based on Units of Water*						
All Customers	$0.081/unit of water					
Proposed Rate *- Based on Meter Size & Customer Type (flat fee)*						
Single Family						
5/8" & 3/4"		$7.69	$8.84	$10.17	$11.70	$13.46
1"		$9.39	$10.80	$12.42	$14.28	$16.42
1 1/2" & 2"		$9.72	$11.18	$12.86	$14.79	$17.01
Multi-Family						
3/4"		$21.94	$25.23	$29.01	$33.36	$38.36
1"		$26.29	$30.23	$34.76	$39.97	$45.97
1 1/4"		$43.29	$49.78	$57.25	$65.84	$75.72
1 1/2"		$63.63	$73.17	$84.15	$96.77	$111.29
2"		$121.90	$140.19	$161.22	$185.40	$213.21
3"		$312.30	$359.15	$413.02	$474.97	$546.22
4"		$404.01	$464.61	$534.30	$614.45	$706.62
Commercial						
3/4"		$20.49	$23.56	$27.09	$31.15	$35.82
1"		$30.76	$35.37	$40.68	$46.78	$53.80
1 1/4"		$30.76	$35.37	$40.68	$46.78	$53.80
1 1/2"		$59.29	$68.18	$78.41	$90.17	$103.70
2"		$150.45	$173.02	$198.97	$228.82	$263.14
3"		$204.67	$235.37	$270.68	$311.28	$357.97
4"		$292.39	$336.25	$386.69	$444.69	$511.39
6"		$795.62	$914.96	$1,052.20	$1,210.03	$1,391.53
Institutional						
3/4"		$35.00	$40.25	$46.29	$53.23	$61.21
2"		$51.78	$59.55	$68.48	$78.75	$90.56
3"		$55.42	$63.73	$73.29	$84.28	$96.92
4"		$127.24	$146.33	$168.28	$193.52	$222.55

ATTACHMENT 3

Ordinance No. #### – Setting the amount of Solid Waste Rates and Charges

ORDINANCE NO. _____

AN ORDINANCE SETTING THE AMOUNT OF SOLID WASTE RATES PURSUANT TO HEALTH AND SAFETY CODE § 5471.

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

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

A. The purpose of solid waste rates and charges is to protect the public health, safety and general welfare by providing a reliable and safe solid waste disposal system that meets current and anticipated solid waste removal quality standards for the residents of the city of Monterey Park and to pay for the cost of providing such service.

B. Based upon the record, there is a reasonable relationship between the amount of the rates and charges and the cost of services and facilities necessary to deliver solid waste service to the residents and non-residential development of the City.

C. This ordinance is adopted in accordance with Health and Safety Code § 5471 to establish the City's current solid waste rates and charges.

D. Notice regarding the solid waste rates included in this ordinance was provided in accordance with Government Code § 54354.5 and a public hearing was held by the City Council on June 18, 2014.

E. This Ordinance was adopted to comply with the California Supreme Court decision in *Bighorn-Desert View Water Agency v. Verjil* (2006) 39 Cal.4th 205.

F. This Ordinance is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and CEQA regulations (Cal. Code Regs. tit. 14, §§ 15000, *et seq.*) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. This Ordinance, therefore, is categorically exempt from further CEQA review under Cal. Code Regs. tit. 14, § 15273.

G. The City Council has considered the evidence and testimony presented at the public hearing. Based in part upon that evidence, and the agenda reports presented to the Council regarding this issue, the City Council believes that it is in the public interest to adopt this Ordinance.

SECTION 2. AMOUNT OF RATES AND CHARGES. The City Council establishes amount of solid waste rates as set forth in attached Exhibit "A," which is incorporated by reference ("Rates.")

SECTION 3. SUSPENSION OR REDUCTION OF RATES. The City Council may adopt a resolution to suspend or reduce Rates established by this Ordinance.

SECTION 4. COST ESTIMATES. The City Manager, or designee, will periodically, but not less than annually, review the Rates to deterrnine whether revenues from such Rates are meeting actual cost of services and facilities needed to deliver solid waste service to the residents and non-residential developments within the City. If the City Manager determines that revenues do not adequately meet costs, the City Manager will recommend to the City Council a revised rate schedule to be adopted by this City Council by ordinance.

SECTION 5. PREVIOUS RATES. This Ordinance establishes the Rates only; it does not affect any previously established charges or other administrative fees. To the extent any provision of this Ordinance supersedes previously established Rates, such replacement does not affect any other charge, fee, 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 part of previous approvals remain in full force and effect.

SECTION 6. 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 7. 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 8. This Ordinance will take effect on the 31st day following its final passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2014.

_____
Anthony Wong, Mayor

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

By: _____
Karl H. Berger, Assistant City Attorney

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss
CITY OF MONTEREY PARK }

I, Vincent D. Chang, City Clerk of the City of Monterey Park, do hereby certify that the above and foregoing Ordinance No. _____ was duly passed and adopted by the City Council of the City of Monterey Park at a regular meeting thereof held on _____, 2014, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City this __ day of _____, 2014.

_____
Vincent D. Chang,
City Clerk

EXHIBIT A

City of Monterey Park

Proposed Solid Waste Rate Schedule

	Existing Rate	Sept 2014	Sept 2015	Sept 2016	Sept 2017	Sept 2018
Residential						
96 black / 96 green	21.81	**25.08**	**25.83**	**26.60**	**27.40**	**28.22**
96 black / 64 green	21.12	**24.29**	**25.02**	**25.77**	**26.54**	**27.34**
64 black / 96 green	20.35	**23.40**	**24.10**	**24.82**	**25.56**	**26.33**
64 black / 64 green	19.78	**22.75**	**23.43**	**24.13**	**24.85**	**25.60**
Extra Black	5.53	**6.36**	**6.55**	**6.75**	**6.95**	**7.16**
extra Green	3.72	**4.28**	**4.41**	**4.54**	**4.68**	**4.82**
Roll-out	17.35	**19.95**	**20.55**	**21.17**	**21.81**	**22.46**
Extra Exchange	28.83	**33.15**	**34.14**	**35.16**	**36.21**	**37.30**
Multi-Family Bins						
1 X per Week	181.83	**209.10**	**215.37**	**221.83**	**228.48**	**235.33**
2 X per Week	260.84	**299.97**	**308.97**	**318.24**	**327.79**	**337.62**
3 X per Week	368.58	**423.87**	**436.59**	**449.69**	**463.18**	**477.08**
4 X per Week	467.88	**538.06**	**554.20**	**570.83**	**587.95**	**605.59**
5 X per Week	562.01	**646.31**	**665.70**	**685.67**	**706.24**	**727.43**
Special Services	80.17	**92.20**	**94.97**	**97.82**	**100.75**	**103.77**
Waste Mgmt Fee	4.0%	**4.0%**	**4.0%**	**4.0%**	**4.0%**	**4.0%**

ATTACHMENT 4
Reduced Water and Wastewater
Rates to be Charged

City of Monterey Park

Water Rates (Council Adopted Suspended Reduced Rates)

Monthly Water Meter Charge

Meter Size	Existing Rate	Sept 2014	Sept 2015	Sept 2016	Sept 2017	Sept 2018
5/8 or 3/4"	$12.63	**$14.50**	**$15.95**	**$17.55**	**$19.30**	**$21.25**
1"	$13.67	**$15.70**	**$17.25**	**$19.00**	**$20.90**	**$23.00**
1 1/2"	$21.53	**$24.75**	**$27.25**	**$30.00**	**$33.00**	**$36.30**
2"	$27.71	**$31.85**	**$35.05**	**$38.55**	**$42.40**	**$46.65**
3"	$55.48	**$63.80**	**$70.20**	**$77.20**	**$84.90**	**$93.40**
4"	$91.72	**$105.50**	**$116.05**	**$127.65**	**$140.40**	**$154.45**
6"	$280.07	**$322.10**	**$354.30**	**$389.75**	**$428.75**	**$471.65**
8"	$700.44	**$805.50**	**$886.05**	**$974.65**	**$1,072.10**	**$1,179.30**

Monthly Water Consumption Charge (per unit)

	Existing Rate	Sept 2014	Sept 2015	Sept 2016	Sept 2017	Sept 2018
Current (All Users)						
Tier 1 5/8" or 3/4" (units 6-20)	$1.38					
Tier 1 All other (units 0-20)	$1.38					
Tier 2 (above 20 units)	$1.81					
Proposed Single Family Residential						
Tier 1 (units 0-6)		**$1.59**	**$1.75**	**$1.93**	**$2.12**	**$2.33**
Tier 2 (units 7-12)		**$1.73**	**$1.90**	**$2.09**	**$2.30**	**$2.53**
Tier 3 (above 12 units)		**$1.85**	**$2.04**	**$2.24**	**$2.46**	**$2.71**
Proposed All Other						
All Units of Consumption		**$1.81**	**$1.99**	**$2.19**	**$2.41**	**$2.65**

Water Treatment Charge

% (meter + consumption)	37.5%	**37.5%**	**37.5%**	**37.5%**	**37.5%**	**37.5%**

One Unit = 748 gallons of water

City of Monterey Park

Wastewater Rates (Council Adopted Suspended Reduced Rates)

	Existing Rate	Sept 2014	Sept 2015	Sept 2016	Sept 2017	Sept 2018
Existing Rate *- Based on Units of Water*						
All Customers	$0.081/unit of water					
Proposed Rate *- Based on Meter Size & Customer Type (flat fee)*						
Single Family						
5/8" & 3/4"		**$7.69**	**$8.46**	**$9.31**	**$10.24**	**$11.26**
1"		**$9.39**	**$10.33**	**$11.36**	**$12.50**	**$13.75**
1 1/2" & 2"		**$9.72**	**$10.69**	**$11.76**	**$12.94**	**$14.23**
Multi-Family						
3/4"		**$21.94**	**$24.13**	**$26.54**	**$29.19**	**$32.11**
1"		**$26.29**	**$28.92**	**$31.81**	**$34.99**	**$38.49**
1 1/4"		**$43.29**	**$47.62**	**$52.38**	**$57.62**	**$63.38**
1 1/2"		**$63.63**	**$69.99**	**$76.99**	**$84.69**	**$93.16**
2"		**$121.90**	**$134.09**	**$147.50**	**$162.25**	**$178.48**
3"		**$312.30**	**$343.53**	**$377.88**	**$415.67**	**$457.24**
4"		**$404.01**	**$444.41**	**$488.85**	**$537.74**	**$591.51**
Commercial						
3/4"		**$20.49**	**$22.54**	**$24.79**	**$27.27**	**$30.00**
1"		**$30.76**	**$33.84**	**$37.22**	**$40.94**	**$45.03**
1 1/4"		**$30.76**	**$33.84**	**$37.22**	**$40.94**	**$45.03**
1 1/2"		**$59.29**	**$65.22**	**$71.74**	**$78.91**	**$86.80**
2"		**$150.45**	**$165.50**	**$182.05**	**$200.26**	**$220.29**
3"		**$204.67**	**$225.14**	**$247.65**	**$272.42**	**$299.66**
4"		**$292.39**	**$321.63**	**$353.79**	**$389.17**	**$428.09**
6"		**$795.62**	**$875.18**	**$962.70**	**$1,058.97**	**$1,164.87**
Institutional						
3/4"		**$35.00**	**$38.50**	**$42.35**	**$46.59**	**$51.25**
2"		**$51.78**	**$56.96**	**$62.66**	**$68.93**	**$75.82**
3"		**$55.42**	**$60.96**	**$67.06**	**$73.77**	**$81.15**
4"		**$127.24**	**$139.96**	**$153.96**	**$169.36**	**$186.30**

City Council Staff Report

DATE: July 16, 2014

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

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: A public hearing to consider the adoption of the draft 2014-2015 One Year Action Plan as required by the Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) programs

RECOMMENDATION:

It is recommended that the City Council consider:

1) Opening the public hearing to receive testimonial and documentary evidence;
2) Adopt the One Year Action Plan for Program Year 2014-2015 and authorize the City Manager to implement the adopted Action Plan including, without limitation, to execute appropriate agreements in a form approved by the City Attorney; and
3) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The U.S. Department of Housing and Urban Development provides funding to states, counties and cities in the form of Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) funds. Since the City of Monterey Park is an Entitlement City, the City is eligible to receive both CDBG and HOME funds which it has for many years.

Before Monterey Park can receive these funds, federal regulations require that a Consolidated Plan (i.e., five year plan) be adopted by the City that serves as the federal planning document for those jurisdictions receiving Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program funds. In addition, federal regulations also require the adoption of a One Year Annual Plan to the Consolidated Plan that operates on a single program year established by the City (i.e., July 1, 2014 through June 30, 2015).

Before the City can receive funds, federal regulations require that two public hearings be held, the first to solicit public input before the final One Year Action Plan is prepared and submitted to Council for consideration. The second public hearing is intended to be the meeting where the Council considers adoption of the One Year Action Plan. The item being considered by the City Council is the second public hearing.

BACKGROUND:

The federal government established a requirement that each state and local government must prepare a three or five year comprehensive plan that would bring needs and resources together to achieve statutory goals, thereby addressing decent housing, creating a suitable living environment and expanding economic opportunities for every resident, particularly for extremely low-income and low-income residents. The Consolidated Plan serves as the federal planning document for those jurisdictions receiving Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program funds. The One Year Annual Plan to the Consolidated Plan operates on a single program year established by the City (i.e., July 1, 2014 through June 30, 2015). As mandated by federal requirements, the City will submit its One Year Annual Action Plan to the U. S. Department of Housing and Urban Development (HUD) by August 16, 2014.

The City of Monterey Park views the Annual Action Plan requirements as an opportunity to reassess its housing needs and priorities, as well as its programs and resources in a manner that will best meet the affordable housing and community development challenges of the Monterey Park community. The estimated City entitlement for Program Year 2014-15 is $599,398 in CDBG funding and $249,322 in HOME funding.

On July 2, 2014, the City Council conducted the first public hearing to solicit comments from the general public, interested parties and the City Council for incorporation into draft 2014-2015 One Year Action Plan. The City Council provided some general comments related to the City's residential rehabilitation program funded by federal HOME funds and the State's regional housing mandates applicable to the city. Besides those comments, there were no other comments that would change the content of the draft 2014-2015 One Year Action Plan.

DISCUSSION:

Cities may apply for funding from several distinct HUD programs, including Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), Emergency Solutions Grants (ESG), and Housing Opportunities for Persons with AIDS (HOPWA). The City of Monterey Park has been eligible and has received both CDBG and HOME funds. For Program Year 2014-2015, the City's new entitlement amount has slightly increased to $599,398 in CDBG and decreased to $249,322 in HOME.

HUD requires that public hearings be held before the One Year Action Plan is approved by the City Council and submitted to HUD. The purpose of the first hearing is to solicit public input so that it may be considered and incorporated into the final One Year Action Plan that will be submitted to Council for consideration. The first public hearing was held on July 2, 2014 and there were no substantive comments that would change the draft One Year Action Plan. This is the second public hearing where the City Council will consider adopting the One Year Action Plan.

A notice of public hearing is required for the two official public hearings and has been observed for this hearing. In addition to public notices appearing in the *Monterey Park Wave/Progress*, notice of this public hearing also ran in the *Chinese Daily News* and *La Opinión*, to encourage residents and other interested parties to provide input on the City's housing needs and community development goals. Theses notices were translated into Spanish and Chinese.

Comments on the needs and priorities from the community will be presented in the One Year Action Plan for Council consideration.

The following activities, among others, are eligible for funding under the Community Development Block Grant Program (CDBG); residential rehabilitation, commercial rehabilitation, and code enforcement activities, Community Fund assistance to non-profit agencies, improvements for disabled persons, fair housing, infrastructure improvements, youth activities, child care, adult literacy program, housing for persons with special needs, special economic activities and affordable housing programs. Only a maximum of twenty percent (max. 20%) or approximately $119,879 can be used on administration cost and only fifteen percent (max. 15%) or approximately $89,909 can be used for social services.

The following activities are eligible for funding under the HOME Program; construction of affordable housing, acquisition of land for affordable housing, rental assistance for affordable housing tenants and rehabilitation of affordable housing. Only a maximum of ten percent (max. 10%) or approximately $24,932 can be used on administration cost and a minimum of fifteen percent (min. 15%) or approximately $37,399 must be used in coordination with a Community Housing Development Organization (CHDO).

Each activity assisted with CDBG and HOME funds must be an eligible use and must meet one of the three national objectives of the CDBG and HOME program: 1) benefit low and moderate-income persons; 2) aid in the prevention or elimination of slums or blight; or 3) meet an urgent community need.

In accordance with CDBG and HOME Program regulations, the proposed PY 2014-2015 CDBG and HOME Programs One Year Action Plan proposes funding for the following activities:

CDBG BUDGET

2014-2015 Allocation:	$599,398
Reserve:	$48,531
Total Budget:	$647,929

CDBG ACTIVITIES

Administration/Fair Housing	$95,243
Repayment of Section 108 loan:	$552,686

Total Budget	$647,929

HOME BUDGET

2014-2015 Allocation:	$249,322
Reserve:	$0
Total Budget:	$249,322

HOME ACTIVITIES

Administration:	$24,932
CHDO:	$37,399
Housing Rehabilitation Program:	$186,991
Total Budget:	$249,322

FISCAL IMPACT:

No impact to the General Fund; revenues expended for these programs are federal monies. The estimated program year 2014-2015 CDBG entitlement is $599,398 and HOME entitlement is $249,322. Since prior years CDBG reserve funds will be allocated the previous year's carry-over amount will be reduced.

Respectfully submitted,

By:

Michael Huntley,
Director of Community and
Economic Development

Approved by:

Paul L. Talbot,
City Manager

Reviewed by:

Karl H. Berger,
Assistant City Attorney

Attachment(s)

Draft 2014-2015 Annual Action Plan

ATTACHMENT 1
2014 – 2015 Draft One Year Action Plan

MONTEREY PARK

DRAFT - ANNUAL ACTION PLAN

FISCAL YEAR (FY) 2014- 2015

City of Monterey Park
320 West Newmark Ave.
Monterey Park, CA 91754

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GENERAL

A. Executive Summary

The 2014-15 Annual Action Plan implements the last year of the 2010-2015 Consolidated Plan and addresses the HUD consolidated planning requirements for the Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) programs. The City of Monterey Park's CDBG program is authorized by the Housing and Community Development Act of 1974, which provides eligible entitlement communities with annual grants that can be used to provide decent housing, suitable living environments, and expanded opportunities, principally for low and moderate income persons.

The 5 year Consolidated Plan outlines the action steps that the City of Monterey Park will use to address housing and community development needs in the City. The Annual Action Plan includes a listing of activities that the City will undertake during Fiscal Year 2014 -2015 (July 1, 2014 through June 30, 2015) that utilize CDBG and HOME funds.

The primary objective of the CDBG Program is the development of viable urban communities, which is achieved by providing the following, principally for persons of low and moderate income:

- Enhance suitable living environments
- Create decent and affordable housing
- Promote economic opportunities, especially for low and moderate income households

1. Objectives and Outcomes

Table 1 identifies the City of Monterey Park's objective and outcome categories for CDBG and HOME funded activities in accordance with Federal Register Notice dated March 7, 2006. During the 2014-2015 Program Year, the City will fund activities in four objective/outcome categories – Affordability for the purpose of creating decent housing, Improve availability/accessibility for the purpose of creating a suitable living environment, Improve sustainability for the purpose of creating a suitable living environment and Improve availability/accessibility for the purpose of creating economic opportunity.

Table 1
City of Monterey Park
Annual Action Plan – 2014-2015
Objectives and Outcomes

DH-2 – Affordability for the Purpose of Creating Decent Housing
HOME Housing – Housing Rehabilitation Program
HOME Housing - CHDO Program
SL–1 Improve Availability/Accessibility for the Purpose of Creating a Suitable Living Environment
HOME Housing – Housing Rehabilitation Program
HOME Housing - CHDO Program
SL–3 Improve Sustainability for the Purpose of Creating a Suitable Living Environment
CDBG – Fair Housing
EO-1 Improve Availability/Accessibility for the Purpose of Creating Economic Opportunity
CDBG – Section 108 Loan Repayment

In addition to national objectives and performance outcomes, the City must weigh and balance the input from different groups and assign funding priorities that best bridge the gaps in the service delivery system. The City has established priorities for allocating CDBG and HOME funds based on a number of criteria, including urgency of needs, cost efficiency, eligibility of activities and programs, availability of other funding sources to address specific needs, funding program limitations, capacity and authority for implementing actions, and consistency with citywide goals, policies, and efforts.

B. Resources

1. Federal Resources

The Action Plan focuses on activities to be funded with the two federal entitlement grants—CDBG and HOME—administered by the Department of Housing and Urban Development (HUD). Housing and community development needs in the City are extensive and require the effective and efficient use of limited funds. HUD allocates CDBG and HOME funding to eligible jurisdictions on a formula basis, using factors such as population, income distribution, and poverty rate.

CDBG Program

CDBG is an annual grant to cities to assist in the development of viable communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally to persons of low-and moderate-income.

There is a wide range of activities that are eligible under CDBG Programs. CDBG grantees are responsible for ensuring that each eligible activity meets one of three national objectives:

1. Benefiting low–and moderate–income persons;
2. Aid in the prevention or elimination of slums or blight; and
3. Meet an urgent need that the grantee is unable to finance on its own.

The City is anticipating receiving approximately $599,398 in FY 2014-2015 CDBG funds. The City will be using approximately $73,169 in carryover from prior years.

The following chart illustrates funding amounts of $672,567 for Fiscal Year 2014–2015.

FY 2014–2015 CDBG GRANT BUDGET	
ACTIVITY	**2014 FUNDING**
Administration (max. 20% of grant per regulation)	**$109,879**
Fair Housing Foundation	**$10,000**
	$119,879
Repayment of Section 108 Loan	**$552,688**
TOTAL FY 2014–2015 CDBG GRANT FUNDS	**$672,567**

HOME Program

HOME funds are awarded annually as formula grants to participating jurisdictions (PJ's). The program's flexibility allows local governments to use HOME funds for grants, direct loans, loan guarantees or other forms of credit enhancement, rental assistance or security deposits.

HOME is designed to create affordable housing to low-income households. The program was designed to reinforce several important values and principles of community development.

The City is anticipating receiving approximately $249,322 in FY 2014-2015 HOME funds. The City does not anticipate using carrying funds from prior years.

The City proposes to use its HOME funds for the Home Improvement Program, develop affordable housing through partnerships with a certified Community Housing Development Organization (CHDO), and for the general administration of the HOME Program.

The following chart illustrates funding amounts of $249,322 for Fiscal Year 2014–2015.

FY 2014–2015 HOME GRANT BUDGET	
Activity	**2014 Funding**
Administration - (max. 10% of grant per regulation)	**$24,932**
Community Housing Development Organization (CHDO) (min. 15% of grant per regulation)	**$37,399**
Home Improvement Program Loan & Grant	**$186,991**
TOTAL 2014–2015 **HOME GRANT FUNDS**	**$249,322**

Section 8 Rental Assistance

In Monterey Park, the Los Angeles County Housing Authority manages the federal Section 8 Housing Choice Voucher Program, which provides rental assistance as a voucher to very low-income persons in need of affordable housing. Typically, the voucher pays for the difference between the Fair Market Rent for the dwelling unit and 30 percent of the voucher recipient's household income. It should be noted that funding for this program in FY 2014-2015 is anticipated to stay the same as the previous year.

2. Program Income for CDBG and HOME

Program Income is the income received by a PJ, or CDBG Grantee, directly generated from the use of HOME or CDBG funds or matching contributions. Program Income includes:

PROGRAM INCOME	
HOME	**CDBG**
Proceeds from the sale or lease of property purchased or improved with HOME funds.	Proceeds from the sale or lease of property purchased or improved with CDBG funds.
Income from the use or rental of property owned by a PJ that was purchased or improved with HOME funds.	Proceeds from the sale or lease of equipment purchased with CDBG funds.
Payments of principal and interest on loans and proceeds from the sale of loans or obligations secured by loans made with HOME funds.	Gross income from the use or rental of real or personal property purchased or improved by the Grantee.
Interest on Program Income and any other interest or return on HOME invested funds.	Payments of principal and interest on loans and proceeds from the sale of loans or obligations secured by loans made with CDBG funds.
	Interest on program income and any other interest or return on CDBG invested funds.
	Funds collected through special assessments on properties not owned and occupied by LMI households in order to recover the CDBG portion of a public improvement.

Program Income can be used to fund additional qualified HOME and/or CDBG activities. Guidelines stipulate that program income must be spent before any new allocated funds are used. HOME allows up to 10% of Program Income to be allocated to administration and CDBG allows up to 20% of Program Income to be allocated to administration.

The City receives Program Income through the payoff of loans from the HOME funded Home Improvement Loan Programs.

The City anticipates Program Income to be minimal for FY 2014–2015 because of the continuing economic and housing crisis. If program income is received it will be reallocated back into CDBG and HOME funded programs.

3. Match Requirements

The HOME Program is one of the largest sources of federal funds available to the City. However all PJ's must contribute or match 25 cents for each dollar of HOME funds spent on affordable housing. The matching contribution adds to the resources available for HOME – assisted or HOME – eligible projects.

HOME statute at Section 92.222 provides for a reduction of the matching contribution requirement under three conditions:

1. fiscal distress;
2. severe fiscal distress, and
3. Presidential declared major disasters covered under the Stafford Act.

A PJ may be entitled to a greater reduction if an increase in its poverty rate or a decrease in its per capita income causes it to be eligible for a 100% match reduction. If a PJ satisfies both of the distress criteria, it is determined to be in severe fiscal distress and receives a 100% reduction of match.

The City of Monterey Park is not eligible for a match reduction.

4. State and Local Resources (Non-Federal Resources)

Leveraging multiple funding sources is often necessary to achieve the City's housing and community development objectives. Key funding sources available for housing and community development needs in the City of Monterey Park include the following.

Monterey Park Redevelopment Agency Set-Aside Funds: During fiscal year 2011-2012, the State Legislature and Supreme Court implemented the dissolution of all Community Redevelopment Agencies. With that decision, affordable housing is no longer being funded through Redevelopment in California with the exception of funds and assets already in use to further affordable housing prior to dissolution, which are now administered by the Housing Successor Agency of the City. The City will evaluate opportunities to leverage existing Housing Successor Agency resources with HOME funds to further affordable housing within the community.

Section 8 Housing Choice Voucher Program: In Monterey Park, Los Angeles County Housing Authority manages the federal Section 8 Housing Choice Voucher Program, which provides rental assistance as a voucher to very low-income persons in need of affordable housing. Typically, the voucher pays for the difference between the Fair Market Rent for the dwelling unit and 30 percent of the voucher recipient's household income. It should be noted that funding for this program in FY 2014-2015 is anticipated to remain the same as the previous year.

General Fund: The City of Monterey Park will not be utilizing its local General Fund to leverage CDBG and HOME funds.

5. Other Public and Private Resources

Health services and other social services are provided by the appropriate County Departments. Public services are provided by non-profit agencies especially by those organizations intended to assist the very-low income, the elderly, the abused, the homeless and other special needs populations. Due to the limited CDBG funds, this year, the City will not be allocating CDBG funds to Public Service Agencies. Many of these organizations also depend on private contributions and fund raising for their support.

6. Consultation Summary

Staff consults with a number of non-profits, public service entities and the residents of Monterey Park in the preparation of this Action Plan. For homeless needs and the improvement of the Continuum of Care plan, staff consults with the Los Angeles Homeless Services Association (LAHSA).

Table 2 shows the FY 2014-2015 CDBG and HOME funded programs/projects based on the funding level for CDBG of $599,398 plus $73,169 of reserves. Pursuant to the HOME program regulations, 15% of the $249,322 of HOME funds is reserved for Community Development Housing Organization (CHDO) for housing development projects and 10% is reserved for program administration.

Table 2
City of Monterey Park
FY 2014-2015 CDBG and HOME Funded Projects

Category / Activity	Priority	CDBG Funding	HOME Funding
CDBG			
General Administration	HIGH	$109,879	
Fair Housing	HIGH	$10,000	
Section 108 Loan Repayment	HIGH	$552,688	
HOME			
General Administration	HIGH		$24,932
Housing Rehabilitation Program	HIGH		$186,991
CHDO	HIGH		$37,399
TOTAL		$672,567	$249,322

C. General Questions

1. Geographic Areas in Which Assistance will be Directed

Assistance will be directed to neighborhoods that qualify for CDBG funds on an "area benefit" basis. An area benefit activity is one *that is available to benefit all the residents of an area* which is 1) primarily residential, and 2) where 51% of the population is low/mod income.

Census Tract	Block Groups
4817.11	4
4817.12	1, 4
4817.13	1, 2
4817.14	1, 2
4820.02	4
4821.01	3
4822.01	2
4827.01	3

Exhibit 1 shows the boundaries of the census tracts and block groups.

CITY OF MONTEREY PARK

UPDATED CDBG ELIGIBLE AREAS

2000

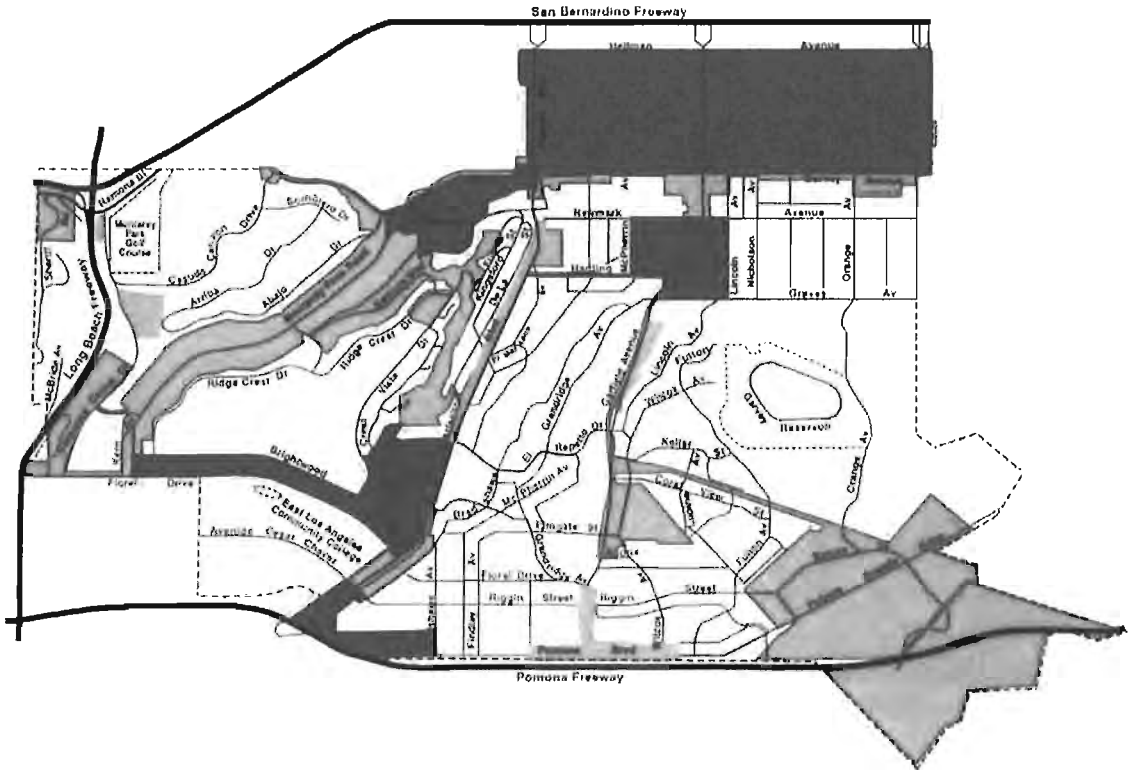


Exhibit 2-1

2. Basis for Allocating Investments Geographically

The basis for allocating investments reflects the results of input from the following:

- Public Consultation (e.g., homeless assistance providers, fair housing providers)
- Housing market conditions and influences
- 2008-2014 Housing Element of the General Plan
- Monterey Park Redevelopment Agency 2009-2014 Redevelopment Implementation Plan
- Los Angeles Homeless Services Authority, 2009 Priorities
- Public Notice on proposed Programs/Activities – May 29 through July 1, 2014
- *City Council Annual Action Plan Public Hearing – July 2, 2014 and July 16, 2014*

National Objectives and Performance Outcomes

In order to be eligible for funding, every CDBG-funded activity/program must qualify as meeting one of the three national objectives established by HUD. This requires that each activity/program, except those carried out under the basic eligibility categories of program administration and planning and capacity building, meet specific test for either:

- Benefiting low- and moderate-income persons
- Preventing or eliminating slums or blight
- Meeting other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs

In addition to meeting one of the three national objectives, HUD established the following performance outcomes that each activity must either:

- Enhance suitable living environments
- Create decent and affordable housing
- Promote economic opportunities, especially for low - and moderate-income households

Projects are required to meet specific performance outcomes that are related to at least one of the following:

- Availability/ Accessibility
- Affordability
- Sustainability (Promoting Livable or Viable Communities)

Table 3 outlines how the national objectives are related to the performance outcomes used to measure specific annual objectives.

Table 3

Performance Criteria	National Objectives		
	Suitable Living Environment	Decent Housing	Economic Opportunity
Availability/Accessibility	Sl-1	DH-1	EO-1
Affordability	SL-2	DH-2	EO-2
Sustainability	SL-3	DH-3	EO-3

Priorities Analysis and Outreach Process

In May 2010, when the 5 year Consolidated Plan was implemented, relative priorities and target funding proportions were established through identification of needs obtained through public outreach efforts. Outreach activities included a Community Workshop, Housing and Community Development Survey, and input from service providers. Based on this comprehensive needs assessment, priority ranking was assigned to each category of housing and community development needs as follows:

- High Priority: Activities to address these needs are expected to be funded during the Five-year period.
- Medium Priority: If funds are available, then activities to address these needs may be funded during the five-year period.
- Low Priority: The City will not directly fund activities using CDBG and HOME funds to address these needs during the five-year period. However, the City may support applications for public assistance by other entities if such assistance is found to be consistent with this Plan.
- No Such Need: The City finds that the activities or these needs are already substantially addressed.

The City must weigh and balance the input from different groups and assign funding priorities that best bridge the gaps in the City's service delivery system based upon funding amounts received. The established priorities for FY 2014-2015 are:

Housing Priorities

- Conserve and improve affordable housing
- Support new affordable housing construction
- Promote equal housing opportunity

Community Development Priorities

- Prioritize repayment of Section 108 loan
- Provide for planning and administration activities

3. Actions to Address Obstacles to Meeting Underserved Needs

Efforts to address obstacles to meeting underserved needs will include:

- The City will obtain data from the Housing Authority of the County of Los Angeles on the number of Section 8 households assisted by race, ethnicity, age and disability status. The City will compare who is being served to the demographics characteristics of the community. In this way, the City will be able to estimate more precisely underserved populations.

- The City will encourage and support the efforts of the Housing Authority of the County of Los Angeles to seek additional Section 8 Housing Choice Vouchers.

- The City will encourage and support the efforts of non-profit housing development corporations to seek funding from federal, state and local sources for special needs housing.

D. Managing the Process

1. Lead Agency

The City of Monterey Park Community Development Department is the lead agency for overseeing the development of the Annual Action Plan and the oversight of the CDBG and HOME programs.

2. Process by which the Program Year 2014-2015 Annual Action Plan was Developed

The City's Community Development Department is the key department involved in the Annual Action Plan process. The Community Development Department is responsible for overseeing the CDBG and HOME programs, including the Annual Action Plan, Consolidated Annual Performance Evaluation Report (CAPER) and program monitoring. In order to prepare the Action Plan, Community Development staff:

- Consulted with other City Departments including City Manager
- Organized and conducted a pre-development public hearing before the City Council – July 2, 2014 and July 16, 2014

The City used this information and updated information to prepare the 2014-2015 Annual Action Plan.

3. Actions to Enhance Coordination

The City has developed an inventory of public and private housing, health and social services agencies. During the 2010-2011 program year, the City codified the inventory as a directory of services and currently maintains a point of contact for each agency. Additionally, the City will obtain the agency-specific 5-Year Consolidated and 1-Annual Action Plans and maintain these plans in a resource binder to facilitate coordination in future program years.

E. Citizen Participation

1. Summary of Citizen Participation Process

The City's citizen participation process included:

- *Public Hearings held by the City Council – July 2, 2014 and July 16, 2014*
- Prepared Public Notices advertising the Action Plan's public hearings in multi-language newspapers – May 29, 2014
- *City Council approval of the Annual Action Plan – July 16, 2014*

The Draft Action Plan was available for review from May 29, 2014 through July 1, 2014.

2. Summary of Citizen Comments or Views on the Action Plan

The City Council held a public hearing to adopt the Annual Action Plan on July 2, 2014 and July 16, 2014. No comments were received from the public or City Council.

The City did not receive any written public comments and views on the Annual Action Plan during the 30-day review period (May 29, 2014 – July 1, 2014). No comments were received from the public and City Council at the July 2, 2014 or July 16, 2014 meeting.

3. Summary of Efforts to Broaden Public Participation

The City's outreach effort to minority populations and non-English speaking persons was accomplished through the Public Notices advertising the Action Plan's public hearings in English, Spanish and Chinese.

These Notices were published in multi-language newspapers.

4. Response to Comments

The City Council held a public hearing to adopt the Annual Action Plan on July 2, 2014 and July 16, 2014. No comments were received.

F. Institutional Structure

The City's Community Development Department is the key department involved in the 5 year Consolidated Plan and Annual Action Plan process. The Community Development Department is responsible for administration of the CDBG and HOME programs, including the Annual Action Plan, CAPER and program monitoring.

Additionally, the City will focus on:

- Strengthening the working relationship with the Housing Authority of the County of Los Angeles by providing input to and coordinating with that organization. Efforts to strengthen the institutional structure will involve review of the five-year and annual plans of the Housing Authority of the County of Los Angeles, encouraging the Authority to conduct outreach to local landlords, providing information to the Authority on the location of housing suitable for disabled persons, and other similar considerations.

- Developing a working alliance with private institutions such as local lenders and associations of Realtors. Local lenders may be a source of referrals for applicants to the Housing Rehabilitation Program. Local associations of Realtors may help the City to develop ways of increasing homeownership among all populations.

G. Monitoring

This part describes the City's compliance with the five monitoring requirements that are contained in 91.230 and the Consolidated Plan Checklist. These requirements include topics such as standards and procedures and ensuring compliance with City housing codes.

1. Standards and Procedures

The City monitors each funded activity to ensure compliance with the CDBG and HOME regulations, national objectives, and subrecipient agreement. The City has developed a CDBG Project Compliance Checklist used to monitor each funded activity and a second checklist to monitor record keeping in regard to complying with national objectives criteria.

The City requires any sub-recipients to execute an agreement with specific performance measures prior to the release of funds. In addition, all records must be maintained for a four-year period.

Pursuant to the CDBG contract, progress reports are required to be submitted quarterly and one annual report. Staff conducts periodic site visits to ensure program records are in order and services are being provided in compliance with the sub-recipient agreements.

The City further ensures compliance with the Consolidated Plan and Action Plan by placing guidelines or conditions in its contracts with consultants that ensure implementation of the annual monitoring goals.

All CDBG funds are disbursed on a reimbursement basis. Invoices must be submitted for payment and must include a description of activities being reimbursed. Audit reports are further required at the close of the year.

2. Monitoring of City's Performance

The previously described Performance Measurement System will be used to monitor the City's performance in meeting its goals and objectives as set forth in the Consolidated Plan and Action Plan. The results of implementing the Performance Measurement System will be completely described in the Consolidated Annual Performance and Evaluation Report (CAPER), which will be completed by early September 2014.

3. Ensuring Compliance with Planning and Monitoring Requirements

The City makes every effort to comply with all CDBG, HOME and Consolidated Plan regulations. The Citizen Participation Plan ensures input from the community prior to action to approve or amend the Consolidated Plan or Action Plan. Housing rehabilitation, construction and professional services agreements are prepared to guarantee compliance with applicable CDBG and HOME program regulations. CDBG subrecipient agreements
also contain language consistent with the program regulations. Additionally, the City continues on-site monitoring of CDBG recipients and housing units assisted by HOME funds and subject to affordability covenants.

4. Compliance with Housing Codes and On-Site Inspections

The City has established program guidelines that require all rental units must meet the City's Housing Code, Building Code, and Zoning Code.

City staff verifies compliance with property standards and the information submitted by owners on tenant's incomes, rents and other requirements during a project's period of affordability, conducts on-site inspections of HOME properties according to the total number of units in a project as follows:

1-4 units	every 3 years
5-25 units	every 2 years
25 or more units	annually

5. Monitoring of Subrecipients

As previously described, the City requires any sub-recipients to execute an agreement with specific performance measures prior to the release of funds. In addition, all records must be maintained for a four-year period. Progress reports are required to be submitted quarterly and one annual report. Staff conducts periodic site visits to ensure program records are in order and services are being provided in compliance with the sub-recipient agreements.

H. Priority Needs Analysis and Strategies

1. Basis for Assigning Priorities

As stated earlier in this report, the four relative priorities are High, Medium, Low and No Such Need. HUD has identified nine priority needs categories.

The priorities per the 5-year Consolidated Plan have been assigned to each category based on the funding allocation received in CDBG and HOME funds. These priorities will be formally revised when the 5-year Consolidated Plan is amended in late 2014.

The 5-ycar Consolidated Plan stated the following priorities:

Homeless/HIV/AIDS: In the past, the allocation of CDBG funds to public services can address a portion of these needs. The City in the past has funded agencies providing outreach and other services to homeless people.

Non-Homeless Special Needs: The City does not plan to allocate CDBG funds for public services that address the needs of special populations such as the elderly, frail elderly. The City in the past has funded agencies providing non-homeless special needs.

Rental Housing: HOME funds will be used to provide affordable rental housing. Rental housing will be provided through the HOME-funded Affordable Housing Incentives and CHDO Programs.

Owner-Occupied Housing: HOME funds will be allocated to the Housing Rehabilitation Program, which provides grants and loans to low/moderate income owners to improve their homes.

Public Facilities: During this fiscal year, the City will not allocate CDBG funds to a public facility.

Infrastructure Improvements: The City does not plan to expend CDBG funds on Infrastructure improvements.

Economic Development: The City does not plan to allocate CDBG funds to economic development through the Commercial Rehabilitation Program.

Public Services: A high priority was assigned to public services in the 5-year Consolidated Plan because CDBG funds can help to address the needs of homeless people, non-homeless special needs populations and other low and moderate income persons; however, do to less CDBG funds being received the City is not funding public service agencies with 2014-2015 funds.

Code Enforcement: This need has been addressed in the past by CDBG funds; however this program will not receive CDBG funds during 2014-2015. All staff funded under this program has been transferred into non-CDBG accounts. Code enforcement activities will not be affected throughout the City.

Table 4
City of Monterey Park
2014-2015 Action Plan Priorities and
One-Year Funding Allocations

Project/Program	Estimated Funding Allocation	One-Year Goal
CHDO	$37,399	1 unit
Owner Occupied Housing	$186,991	8 units
Planning/Administration	$134,811	N/A
Other - Fair Housing	$10,000	100 people
Other - Section 108 Loan Repayment	$552,688	N/A

2. Obstacles to Meeting Underserved Needs

As previously stated, the primary obstacle to meeting all of the identified needs, including those identified as priorities is the general lack of funding available to the public and private agencies who serve the needs of low- and moderate-income residents. Adverse economic and financial conditions impact the funds available to meet the underserved needs of low/moderate income persons. While needs may be at their peak- due, in part to job losses and income reductions - resources to satisfy these needs are scarce and dwindling. The major obstacle, therefore, to meeting these underserved needs is that they cannot be satisfied entirely through CDBG funds alone. However, over time - such as the five-year period of the Consolidated Plan- some of these needs can be addressed.

I. Lead-based Paint

Efforts to reduce lead based paint hazards are integrated into the Monterey Park's housing rehabilitation programs. The City has prepared guidelines to provide a quick overview of the requirements to comply with the HUD regulations under their Lead Safe Housing Rules (24 CFR, Part 35), which requires *notification*, *evaluation*, and *reduction* of lead-based paint hazards in housing receiving federal assistance. This regulation applies to all residential properties built prior to 1978.

Evaluation methods include visual assessment, paint testing, and risk assessments. Lead based reduction requirements involve three approaches to addressing lead based paint hazards in HUD funded rehabilitation projects. These approaches are a function of the cost of the rehabilitation jobs as follows:

- "Do No Harm" Jobs of less than $5,000
- "Identify and Control Lead Based Paint Hazard" Jobs of $5,000 to $25,000
- "Identify and Abate Lead Based Paint Hazard" Jobs of more than $25,000

In addition, the City will continue to work with the County's Childhood Lead Poisoning Prevention Program to provide information to City residents on lead hazards, lead poisoning prevention, and lead-based paint abatement.

HOUSING

The Housing Section contains narrative responses to questions in the following areas:

H. Specific Housing Objectives: description of the priorities and specific objectives for the coming year and of the resources expected to be available to address needs.

I. Needs of Public Housing: description of how the jurisdiction will address the needs of public housing.

J. Barriers to Affordable Housing: description of the actions that will take place during the next year to remove barriers to affordable housing.

K. HOME/American Dream Down Payment Initiative (ADDI):

K. Specific Housing Objectives

1. Priorities and Specific Housing Objectives

For this program year, the City's priority is the rehabilitation of owner-occupied homes. Eight (8) homes will be rehabilitated during the Program Year.

The acquisition and rehabilitation of a rental housing development requires multi-year funding and, therefore, is not likely to be accomplished in 2014-2015. When a rental housing development is completed, the HOME final rule (24 CFR 92.351 a) requires the City to have the project owner design and employ a marketing plan that promotes fair housing by ensuring outreach to all potentially eligible households, especially those least likely to apply for assistance. The affirmative marketing must consist of actions that provide information and otherwise attract eligible persons to available housing without regard to race, color, national origin, sex, religion, familial status (persons with children under 18 years of age, including pregnant women), or disability. The affirmative marketing requirements also apply to projects targeted to persons with special needs.

2. Resources Expected to be Available

HOME funds in the amount of $186,991 will be available to support the Housing Rehabilitation Program. HOME funds also will be available for the Housing Programs and the CHDO Program. These funds will be combined with 2013 program year funds in order to accomplish the rehabilitation of a rental housing development. HUD and the Housing Authority of the County of Los Angeles provide the financial resources for the Section 8 Housing Choice Voucher Program.

The City contracts with the Housing Rights Center (HRC) to provide fair housing services and landlord tenant counseling services to residents of Monterey Park. A variety of issues are addressed, including evictions, security deposits, rent increases, repairs and lease/contract issues. The City will continue to contract with the Housing Rights Center or another qualified organization to provide housing services and landlord tenant counseling services to Monterey Park residents.

L. Needs of Public Housing

Public housing units are not located in the City of Monterey Park.

M. Barriers to Affordable Housing

In the Housing Element Update, the City has established barrier removal goals, policies and programs. During the Program Year, the City's Community Development Department will attempt to:

- Remove or reduce governmental constraints on affordable housing development.
- Continue efforts to streamline administrative procedures for granting approvals and permits. Review residential development standards, regulations, ordinances, review procedures and permitting fees related to the development of housing. Adjust, as appropriate, those that are determined to be a constraint to the development of housing.
- Encourage the use of density bonuses and provide other regulatory concessions to facilitate affordable housing development.
- Provide appropriate definitions and zoning designations in the Zoning Ordinance to allow and facilitate the development of housing for extremely low-income and special needs persons.

The Housing Element Update contains specific programs to attain the goal and implement the policies. Additionally, the City will reduce barriers to affordable housing by encouraging and facilitating the development high density, mixed-use projects.

N. HOME/ American Dream Down Payment Initiative (ADDI)

1. Other Forms of Investment

92.205(b) describes how the City may invest HOME funds (e.g., equity investments, deferred payment loans, etc.). The City plans to use only the forms of investment and assistance that are explicitly listed in 92.205(b). No other forms of investment and assistance are planned in PY 2014-2015.

2. Recapture/Resale Guidelines

In PY 2014-2015, the City does not plan to use HOME funds for homebuyer down payment assistance. However, some homebuyers that were assisted in prior years may decide to sell their homes during the upcoming program year. In that event, the City will enforce the resale and recapture guidelines.

3. Refinancing of Multifamily Housing

The City does not plan to use HOME funds to refinance existing debt secured by multifamily housing. Therefore, refinancing guidelines are not described in this part.

4. ADDI Funds

The City will not be receiving ADDI Funds in PY 2014-2015.

HOMELESS

The Homeless Section contains narrative responses to questions in the following areas:

L. Specific Homeless Prevention Elements: description of the homeless resources and actions to prevent homelessness and to address chronic homelessness.

M. Emergency Solutions Grants: does not apply to the City of Monterey Park.

O. Specific Homeless Prevention Elements

1. Sources of Funds

During Program Year 2014-2015, the City is not funding agencies that assist the homeless population.

2. Homelessness Specific Objectives

Specific objectives will be established following the City Council decision on agencies that will receive public services funding.

3. Chronic Homelessness

Chronically homeless people will not be assisted by one or more agencies receiving public services this fiscal year.

4. Homeless Prevention

The City's strategy to help prevent homelessness for individuals and families with children who are at imminent risk of becoming homeless includes rental assistance and other related homeless prevention services. Additionally, the City's strategy includes working with the Housing Authority on landlord outreach efforts and having the City's fair housing provider provide services to tenants/landlords.

Obstacles and barriers to addressing homelessness include: a) the transient nature of homelessness; b) homeless people reluctant to be assisted; c) connecting homeless people to the appropriate services; and d) lack of permanent supportive housing.

5. Discharge Coordination Policy

The City of Monterey Park does not receive McKinney-Vento Homeless Assistance Act Emergency Solutions Grant (ESG), Supportive Housing, Shelter Plus Care, or Section 8 SRO Program funds and is therefore under no obligation to develop and implement a Discharge Coordination Policy.

P. Emergency Solutions Grant (ESG)

The City of Monterey Park does not receive Emergency Solutions Grant (ESG).

COMMUNITY DEVELOPMENT

The Community Development Section contains narrative responses to questions in the following areas:

N. Community Development: description of the priority non-housing community development needs and specific objectives.

O. Antipoverty Strategy: description of the actions that will take place during the next year to reduce the number of poverty level families.

Q. Community Development

1. Priority Non-Housing Community Development Needs Eligible for Assistance

The City's non-housing community needs eligible for assistance include:

- Fair Housing
- Public Services

2. Specific Long-Term and Short-Term Objectives

The City's long-term and short-term objectives are noted below:

▪ Fair Housing	Provide services to 1,100 people in five years Provide services to 100 people in Program Year 5
▪ Public Services	Provide services to 3,753 persons in five years Provide services to 0 persons in Program Year 5

The long term objectives will be revised when the 5-year Consolidated Plan is amended in late 2014.

R. Antipoverty Strategy

In order to contribute to a reduction of poverty income level families, the City will carry out the following actions:

- The City will encourage childcare facilities through density bonuses. SB 1818, which took effect on January 1, 2005, revised the State density bonus law – Government Code Section 65915-65918. Density bonuses may be given for affordable housing, senior housing, land donations for affordable housing, and child care facilities. The

City will adopt an ordinance that specifies how compliance with Section 65915-65918 will be implemented.

- The City will continue to support the Section 8 Housing Choice Voucher Program. The City will work with the Housing Authority of the County of Los Angeles to increase the number of households that obtain rental assistance.

- The City will work with the Housing Authority of the County of Los Angeles to determine the number of Monterey Park families participating in the Family Self-Sufficiency Program. To the extent possible, the City will encourage Monterey Park families to participate and graduate from the FSS Program.

NON-HOMELESS SPECIAL NEEDS HOUSING

The Non-Homeless Special Needs Housing Section contains narrative responses to questions in the following areas:

P. Non-homeless Special Needs: description of the priorities and specific objectives for the coming year and resources expected to be available to address needs.

Q. Housing Opportunities for People with AIDS: does not apply to the City of Monterey Park.

R. Specific HOPWA Objectives: does not apply to the City of Monterey Park.

S. Non-homeless Special Needs (91.220 (c) and (e))

1. Priorities and Specific Objectives

The City's priorities include addressing the needs of the following non-homeless special needs populations:

- Elderly
- Frail Elderly
- Disabled

Specific objectives were established following City Council decisions at a noticed public hearing on the public services funding.

2. Available Resources

Available resources for the Program Year 2014-2015 Action Plan were determined at the City Council public hearing.

T. Housing Opportunities for People with AIDS

The City of Monterey Park does not receive HOPWA funds.

U. Specific HOPWA Objectives

The City of Monterey Park does not received HOPWA funds.

OTHER NARRATIVE

Include any Action Plan information that was not covered by a narrative in any other section.

V. Leveraging

HOME funds will be used to partner with a Community Housing Development Organization (CHDO) to focus efforts on acquiring additional housing to meet the City's and HUD objectives of providing housing for low income families and veterans.

W. Minority Outreach Program

The actions the City will take to administer a minority outreach program is to notice in the City newspaper any affordable housing projects that will be constructed or have major rehabilitation work performed.

APPENDIX "A"
SF 424 Forms

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s)
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	*Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

3. Date Received:	4. Applicant Identifier: B-14-MC-06-0548
5a. Federal Entity Identifier:	*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Monterey Park

*b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. Organizational DUNS:
95-6000474	141693445

d. Address:

*Street 1: 320 W. Newmark Avenue
Street 2:
*City: Monterey Park
County: Los Angeles
*State: CA
Province:
*Country: USA
*Zip / Postal Code 91754

e. Organizational Unit:

Department Name:	Division Name:
Community Development	Housing

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Michael
Middle Name:
*Last Name: Huntley
Suffix:

Title: Director of Community and Economic Development

Organizational Affiliation:

*Telephone Number: 626-307-1463 Fax Number: 626-307-1467

*Email: mhuntley@montereypark.ca.gov

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-218

CFDA Title:

Community Development Block Grant (CDBG)

***12 Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Monterey Park

***15. Descriptive Title of Applicant's Project:**

Application for CDBG Funds: Administration and funding of eligible projects.

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

16. Congressional Districts Of:

*a. Applicant: 29th *b. Program/Project: CA-029

17. Proposed Project:

*a. Start Date: 07/01/14 *b. End Date: 6/30/15

18. Estimated Funding ($):

*a. Federal	$599,398
*b. Applicant	
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	$599,398

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: Mr. *First Name: Paul

Middle Name:

*Last Name: Talbot

Suffix:

*Title: City Manager

*Telephone Number: 626-307-1485 Fax Number: 626-280-4537

* Email: ptalbot@monterypark.ca.gov

*Signature of Authorized Representative: *Date Signed:

Application for Federal Assistance SF-424 Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:
1.	**Type of Submission:** (Required): Select one type of submission in accordance with agency instructions. • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.
2.	**Type of Application:** (Required) Select one type of application in accordance with agency instructions. • New – An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify)
3.	**Date Received:** Leave this field blank. This date will be assigned by the Federal agency.
4.	**Applicant Identifier:** Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.
5a	**Federal Entity Identifier:** Enter the number assigned to your organization by the Federal Agency, if any.
5b.	**Federal Award Identifier:** For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.
6.	**Date Received by State:** Leave this field blank. This date will be assigned by the State, if applicable.
7.	**State Application Identifier:** Leave this field blank. This identifier will be assigned by the State, if applicable.
8.	**Applicant Information:** Enter the following in accordance with agency instructions: **a. Legal Name:** (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website **b. Employer/Taxpayer Number (EIN/TIN):** (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. **c. Organizational DUNS:** (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website. **d. Address:** Enter the complete address as follows: Street address (one required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US). **e. Organizational Unit:** Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the

Item	Entry:
10.	**Name Of Federal Agency:** (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
11.	**Catalog Of Federal Domestic Assistance Number/Title:** Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
12.	**Funding Opportunity Number/Title:** (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
13.	**Competition Identification Number/Title:** Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
14.	**Areas Affected By Project:** List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
15.	**Descriptive Title of Applicant's Project:** (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
16.	**Congressional Districts Of:** (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district. • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
17.	**Proposed Project Start and End Dates:** (Required) Enter the proposed start date and end date of the project.
18.	**Estimated Funding:** (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19.	**Is Application Subject to Review by State Under Executive Order 12372 Process?** Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the

	assistance activity, if applicable. **f. Name and contact information of person to be contacted on matters involving this application:** Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.			State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State **Is the Applicant Delinquent on any Federal Debt?** (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.
19.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions. A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority	M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)	21.	**Authorized Representative:** (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s)
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	*Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

3. Date Received:	4. Applicant Identifier: M-14-MC-06-0550
5a. Federal Entity Identifier:	*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Monterey Park

*b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. Organizational DUNS:
95-6000474	141693445

d. Address:

*Street 1: 320 W. Newmark Avenue
Street 2:
*City: Monterey Park
County: Los Angeles
*State: CA
Province:
*Country: USA
*Zip / Postal Code 91754

e. Organizational Unit:

Department Name:	Division Name:
Community Development	Housing

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Michael
Middle Name:
*Last Name: Huntley
Suffix:

Title: Director of Community and Economic Development

Organizational Affiliation:

*Telephone Number: 626-307-1463 Fax Number: 626-307-1467

*Email: mhuntley@montereypark.ca.gov

City Council Staff Report

DATE: July 16, 2014

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

TO: Honorable Mayor and Members of the City Council

FROM: Michael Huntley, Director of Community and Economic Development Department

SUBJECT: Public Hearing – Consideration of costs resulting from abating weed nuisances and authorizing collection via the tax roll

RECOMMENDATIONS:

It is recommended that the City Council consider:

1. Opening the public hearing to receive verbal and documentary testimony regarding nuisance abatement costs;
2. Adopting a resolution approving Weed Abatement Clearance Charge List and authorizing collection of such costs through the property tax rolls; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On February 5, 2014, the City Council adopted Resolution No. 11828 declaring that weeds growing upon and in front of certain properties in the City are public nuisances and directing that the County abate such nuisances. On March 5, 2014, the City Council held a protest hearing and subsequently approved the Weed Abatement Declaration List as posted by the County.

The County of Los Angeles Department of Agriculture Commissioner and Weights and Measures submitted the annual Weed Abatement Charge List to the City of Monterey Park for abating noxious or dangerous weeds and rubbish. Confirmation of the List by the City Council will authorize the Agricultural Commission/Weights and Measure to place abatement costs resulting from the County's efforts onto the tax roll. It should be noted that these charges are from work performed by the County of Los Angeles during Fiscal Year 2013-2014.

The County mailed notices before February 1, 2014 to the recorded owner of each parcel included in the declaration list declaring that their parcel is an existing, future or "potential" hazard. The County advised the owners that it considered a parcel a future or potential

hazard if the parcel is not completely landscaped or irrigated and there is a potential for weed growth.

The County originally identified 1430 improved and unimproved parcels in the City as public nuisances. The County advised the City that April 30, 2014 was the last day the City could request or the County authorize removal of a parcel from the list. Of these 1430 parcels, 1407 parcels will be charged the annual inspection fee of $42.32 as established by the County Board of Supervisors. Ultimately, only two parcels required the county to perform the abatement services. One improved parcel was charged at total of $2,179.96 and one un-improved parcel was charged a total of $827.96 for a total additional charge of $3007.92.

FISCAL IMPACT:

The City of Monterey Park has been contracting with the County of Los Angeles since 1992 for weed abatement services. No fiscal impacts are anticipated to affect actual expenditures or revenues. Furthermore, no redirection of available staff time, supplies or services will be required. All nuisance abatement costs will be collected from the responsible property owners.

Respectfully submitted,

By:

Michael Huntley
Director of Community and
Economic Development

Prepared by:

Thomas Reichhardt
Code Enforcement officer

Approved By:

Paul L. Talbot
City Manager

Reviewed by:

Karl Berger
Assistant City Attorney

Attachments

1. Letter from County dated 7/3/2014
2. Exhibit "A" - FY2013-2014 Weed Abatement Clearance Charge List
3. Resolution

ATTACHMENT 1
County of Los Angeles Letter
July 3, 2014

COUNTY OF LOS ANGELES

Department of
Agricultural Commissioner/
Weights and Measures

Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

12300 Lower Azusa Road
Arcadia, California 91006-5872
http://acwm.lacounty.gov

Richard K. Iizuka
Chief Deputy

July 3, 2014

The Honorable City Council
City of Monterey Park
320 W. Newmark Ave.
Monterey Park, CA 91754

Council Members:

2013-2014 REPORT ON THE COST OF WEED ABATEMENT

Pursuant to State law, a report on the cost of weed abatement (enclosed) is being submitted to your Honorable Body for confirmation, by motion or resolution, on the 16th day of July, 2014 at the hour of 7:00 p.m. A copy of the report must be posted on or near the chamber door of the City Council at least three days prior to its submission to your Honorable Body, with a notice of the time of submission.

It is my recommendation that your Honorable Body confirm these charges.

After your Honorable Body confirms the weed abatement charges, please send a copy of the confirmation to our Weed Abatement Division at the above address.

Respectfully yours,

KURT E. FLOREN
Agricultural Commissioner
Director of Weights and Measures

Raymond B. Smith

RAYMOND B. SMITH
Deputy Director/Bureau Chief
Weed Hazard and Pest Management Bureau

KEF:RKI:RBS:jb

Enclosures

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

Raymond B. Smith, Deputy Director, Agricultural Commissioner/Weights and Measures, Weed Abatement Division of the Agricultural Commissioner/Weights and Measures office, of the County of Los Angeles, first being sworn, on oath states:

That on or before the 9th day of July, 2014, he posted or caused to be posted, on or near the chamber door of the City Council of the City of Monterey Park, a copy of his report of the cost of noxious weed abatement on each and all of the properties described in the list hereto attached, of which the annexed is a true copy thereof, setting the 16th day of July, 2014, as the date upon which said report is to be submitted to the City Council of the City of Monterey Park for confirmation.

Raymond B. Smith

SUBSCRIBED AND SWORN TO BEFORE ME

16th day of July, 2014

City Clerk of City of Monterey Park
State of California

REPORT ON THE COST OF WEED ABATEMENT

TO THE CITY COUNCIL OF

THE CITY OF MONTEREY PARK

Council Member:

Pursuant to an order heretofore made by your Honorable Body instructing this Department to abate noxious or dangerous weeds and rubbish under the provisions of the Government Code, we respectfully submit the following report on the cost of abating such noxious weeds on each separate lot or parcel of land, showing the cost of removing such weeds on each separate lot or parcel of land, or in front thereof, or both, to-wit:

(see attached)

July 16, 2014

The foregoing report was submitted to the City Council of the City of Monterey Park on the 16th day of July, 2014, for confirmation and was with all objections thereto duly received and considered, and was by said City Council confirmed, and the County Auditor is hereby ordered and instructed to enter the amounts of the respective assessment against the respective parcels of land as they appear on the current assessment roll.

CITY COUNCIL OF THE

CITY OF MONTEREY PARK

By_____
Mayor

ATTEST:

By_____
City Clerk

EXHIBIT “A”
Weed Abatement Charge List

July 3, 2014

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5225	031	018	04	490	$42.32
*	J	5237	008	019	04	490	$42.32
*	J	5237	008	020	04	490	$42.32
*	J	5237	008	021	04	490	$42.32
*	J	5237	008	023	04	490	$42.32
*	J	5237	008	024	04	490	$42.32
*	J	5237	008	025	04	490	$42.32
*	J	5237	008	027	04	490	$42.32
*	J	5237	009	016	04	490	$42.32
*	J	5237	012	001	04	490	$42.32
*	J	5237	012	002	04	490	$42.32
*	J	5237	012	003	04	490	$42.32
*	J	5237	012	004	04	490	$42.32
*	J	5237	012	005	04	490	$42.32
*	J	5237	012	006	04	490	$42.32
*	J	5237	012	007	04	490	$42.32
*	J	5237	012	021	04	490	$42.32
*	J	5237	012	034	04	490	$42.32
*	J	5237	012	035	04	490	$42.32
*	J	5237	012	036	04	490	$42.32
*	J	5237	012	037	04	490	$42.32
*	J	5237	012	038	04	490	$42.32
*	J	5237	012	039	04	490	$42.32
*	J	5237	012	040	04	490	$42.32
*	J	5237	012	041	04	490	$42.32
*	J	5237	012	042	04	490	$42.32
*	J	5237	012	043	04	490	$42.32
*	J	5237	012	044	04	490	$42.32
*	J	5237	013	001	04	490	$42.32
*	J	5237	013	002	04	490	$42.32
*	J	5237	013	003	04	490	$42.32
*	J	5237	013	004	04	490	$42.32
*	J	5237	013	005	04	490	$42.32
*	J	5237	013	006	04	490	$42.32
*	J	5237	013	007	04	490	$42.32
*	J	5237	013	008	04	490	$42.32
*	J	5237	013	009	04	490	$42.32
*	J	5237	013	010	04	490	$42.32
*	J	5237	013	011	04	490	$42.32
*	J	5237	013	012	04	490	$42.32
*	J	5237	013	013	04	490	$42.32
*	J	5237	013	014	04	490	$42.32
*	J	5237	013	015	04	490	$42.32
*	J	5237	013	016	04	490	$42.32
*	J	5237	013	019	04	490	$42.32
*	J	5237	013	020	04	490	$42.32
*	J	5237	013	021	04	490	$42.32
*	J	5237	013	029	04	490	$42.32
*	J	5237	013	033	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
* J	5237	013	034	04	490	$42.32
* J	5237	013	035	04	490	$42.32
* J	5237	014	001	04	490	$42.32
* J	5237	014	004	04	490	$42.32
* J	5237	014	005	04	490	$42.32
* J	5237	014	006	04	490	$42.32
* J	5237	014	007	04	490	$42.32
* J	5237	014	008	04	490	$42.32
* J	5237	014	009	04	490	$42.32
* J	5237	014	010	04	490	$42.32
* J	5237	014	011	04	490	$42.32
* J	5237	014	012	04	490	$42.32
* J	5237	014	013	04	490	$42.32
* J	5237	014	014	04	490	$42.32
* J	5237	014	017	04	490	$42.32
* J	5237	014	018	04	490	$42.32
* J	5237	014	023	04	490	$42.32
* J	5237	014	024	04	490	$42.32
* J	5237	015	007	04	490	$42.32
* J	5237	015	008	04	490	$42.32
* J	5237	015	010	04	490	$42.32
* J	5237	015	012	04	490	$42.32
* J	5237	015	013	04	490	$42.32
* J	5237	015	014	04	490	$42.32
* J	5237	015	015	04	490	$42.32
* J	5237	015	016	04	490	$42.32
* J	5237	015	017	04	490	$42.32
* J	5237	015	018	04	490	$42.32
* J	5237	015	019	04	490	$42.32
* J	5237	015	020	04	490	$42.32
* J	5237	015	021	04	490	$42.32
* J	5237	015	022	04	490	$42.32
* J	5237	015	023	04	490	$42.32
* J	5237	015	024	04	490	$42.32
* J	5237	015	025	04	490	$42.32
* J	5237	015	026	04	490	$42.32
* J	5237	015	036	04	490	$42.32
* J	5237	015	037	04	490	$42.32
* J	5237	015	038	04	490	$42.32
* J	5237	015	039	04	490	$42.32
* J	5237	016	001	04	490	$42.32
* J	5237	016	002	04	490	$42.32
* J	5237	016	005	04	490	$42.32
* J	5237	016	007	04	490	$42.32
* J	5237	016	008	04	490	$42.32
* J	5237	016	012	04	490	$42.32
* J	5237	016	013	04	490	$42.32
* J	5237	016	014	04	490	$42.32
* J	5237	016	023	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5237	016	024	04	490	$42.32
*	J	5237	016	025	04	490	$42.32
*	J	5237	016	026	04	490	$42.32
*	J	5237	017	006	04	490	$42.32
*	J	5237	018	002	04	490	$42.32
*	J	5237	018	003	04	490	$42.32
*	J	5237	018	004	04	490	$42.32
*	J	5237	018	005	04	490	$42.32
*	J	5237	018	006	04	490	$42.32
*	J	5237	018	007	04	490	$42.32
*	J	5237	018	008	04	490	$42.32
*	J	5237	018	009	04	490	$42.32
*	J	5237	018	011	04	490	$42.32
*	J	5237	018	012	04	490	$42.32
*	J	5237	018	014	04	490	$42.32
*	J	5237	018	015	04	490	$42.32
*	J	5237	018	016	04	490	$42.32
*	J	5237	018	017	04	490	$42.32
*	J	5237	018	019	04	490	$42.32
*	J	5237	018	020	04	490	$42.32
*	J	5237	018	021	04	490	$42.32
*	J	5237	018	022	04	490	$42.32
*	J	5237	018	023	04	490	$42.32
*	J	5237	018	025	04	490	$42.32
*	J	5237	019	001	04	490	$42.32
*	J	5237	019	002	04	490	$42.32
*	J	5237	019	003	04	490	$42.32
*	J	5237	019	004	04	490	$42.32
*	J	5237	019	007	04	490	$42.32
*	J	5237	019	008	04	490	$42.32
*	J	5237	019	009	04	490	$42.32
*	J	5237	019	012	04	490	$42.32
*	J	5237	019	013	04	490	$42.32
*	J	5237	019	015	04	490	$42.32
*	J	5237	019	016	04	490	$42.32
*	J	5237	019	017	04	490	$42.32
*	J	5237	019	018	04	490	$42.32
*	J	5237	019	019	04	490	$42.32
*	J	5237	019	020	04	490	$42.32
*	J	5237	019	022	04	490	$42.32
*	J	5237	019	023	04	490	$42.32
*	J	5237	019	024	04	490	$42.32
*	J	5237	019	025	04	490	$42.32
*	J	5237	019	026	04	490	$42.32
*	J	5237	020	001	04	490	$42.32
*	J	5237	020	004	04	490	$42.32
*	J	5237	020	005	04	490	$42.32
*	J	5237	020	006	04	490	$42.32
*	J	5237	020	009	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5237	020	019	04	490	$42.32
*	J	5237	020	020	04	490	$42.32
*	J	5237	021	001	04	490	$42.32
*	J	5237	021	002	04	490	$42.32
*	J	5237	021	003	04	490	$42.32
*	J	5237	021	004	04	490	$42.32
*	J	5237	021	005	04	490	$42.32
*	J	5237	021	006	04	490	$42.32
*	J	5237	021	007	04	490	$42.32
*	J	5237	022	009	04	490	$42.32
*	J	5237	022	014	04	490	$42.32
*	J	5237	022	017	04	490	$42.32
*	J	5237	022	018	04	490	$42.32
	J	5237	022	021	04	490	$42.32
	J	5237	022	046	04	490	$42.32
*	J	5237	022	047	04	490	$42.32
*	J	5237	024	017	04	490	$42.32
*	J	5237	024	059	04	490	$42.32
	J	5237	024	061	04	490	$42.32
*	J	5252	001	023	04	490	$42.32
*	J	5252	001	024	04	490	$42.32
*	J	5252	001	025	04	490	$42.32
*	J	5252	001	026	04	490	$42.32
*	J	5252	001	027	04	490	$42.32
*	J	5252	001	028	04	490	$42.32
*	J	5252	001	029	04	490	$42.32
*	J	5252	001	030	04	490	$42.32
*	J	5252	001	031	04	490	$42.32
*	J	5252	001	032	04	490	$42.32
*	J	5252	001	033	04	490	$42.32
*	J	5252	001	034	04	490	$42.32
*	J	5252	001	035	04	490	$42.32
*	J	5252	001	036	04	490	$42.32
*	J	5252	001	037	04	490	$42.32
*	J	5252	001	038	04	490	$42.32
*	J	5252	001	039	04	490	$42.32
*	J	5252	001	040	04	490	$42.32
*	J	5252	001	041	04	490	$42.32
*	J	5252	001	042	04	490	$42.32
*	J	5252	001	043	04	490	$42.32
*	J	5252	001	044	04	490	$42.32
*	J	5252	001	045	04	490	$42.32
*	J	5252	001	046	04	490	$42.32
*	J	5252	001	047	04	490	$42.32
*	J	5252	001	048	04	490	$42.32
*	J	5252	001	049	04	490	$42.32
*	J	5252	002	002	04	490	$42.32
*	J	5252	002	008	04	490	$42.32
*	J	5252	002	010	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5252	002	011	04	490	$42.32
	J	5252	002	016	04	490	$42.32
*	J	5252	002	017	04	490	$42.32
*	J	5252	003	009	04	490	$42.32
*	J	5252	003	010	04	490	$42.32
*	J	5252	003	011	04	490	$42.32
*	J	5252	003	012	04	490	$42.32
*	J	5252	003	013	04	490	$42.32
*	J	5252	003	020	04	490	$42.32
*	J	5252	003	021	04	490	$42.32
*	J	5252	003	022	04	490	$42.32
*	J	5252	003	027	04	490	$42.32
*	J	5252	003	028	04	490	$42.32
*	J	5252	003	029	04	490	$42.32
*	J	5252	003	030	04	490	$42.32
*	J	5252	003	033	04	490	$42.32
*	J	5252	003	042	04	490	$42.32
*	J	5252	003	043	04	490	$42.32
*	J	5252	003	046	04	490	$42.32
*	J	5252	003	049	04	490	$42.32
*	J	5252	003	050	04	490	$42.32
*	J	5252	003	052	04	490	$42.32
*	J	5252	003	053	04	490	$42.32
*	J	5252	003	055	04	490	$42.32
*	J	5252	003	057	04	490	$42.32
*	J	5252	003	058	04	490	$42.32
*	J	5252	003	065	04	490	$42.32
*	J	5252	003	066	04	490	$42.32
*	J	5252	003	069	04	490	$42.32
*	J	5252	003	070	04	490	$42.32
*	J	5252	003	071	04	490	$42.32
*	J	5252	004	074	04	490	$42.32
*	J	5252	004	075	04	490	$42.32
*	J	5252	004	078	04	490	$42.32
*	J	5252	004	080	04	490	$42.32
*	J	5252	004	081	04	490	$42.32
*	J	5252	004	082	04	490	$42.32
*	J	5252	004	083	04	490	$42.32
*	J	5252	004	084	04	490	$42.32
*	J	5252	004	085	04	490	$42.32
*	J	5252	004	086	04	490	$42.32
*	J	5252	004	087	04	490	$42.32
*	J	5252	004	088	04	490	$42.32
*	J	5252	004	089	04	490	$42.32
*	J	5252	004	090	04	490	$42.32
*	J	5252	004	091	04	490	$42.32
*	J	5252	005	071	04	490	$42.32
*	J	5252	005	072	04	490	$42.32
*	J	5252	005	074	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5252	005	075	04	490	$42.32
*	J	5252	005	076	04	490	$42.32
*	J	5252	005	077	04	490	$42.32
*	J	5252	005	079	04	490	$42.32
*	J	5252	005	080	04	490	$42.32
*	J	5252	005	081	04	490	$42.32
*	J	5252	005	091	04	490	$42.32
*	J	5252	005	101	04	490	$42.32
*	J	5252	006	013	04	490	$42.32
*	J	5252	013	026	04	490	$42.32
*	J	5252	013	031	04	490	$42.32
*	J	5252	014	011	04	490	$42.32
*	J	5252	014	023	04	490	$42.32
*	J	5252	015	001	04	490	$42.32
*	J	5252	015	014	04	490	$42.32
*	J	5252	015	015	04	490	$42.32
*	J	5252	015	017	04	490	$42.32
*	J	5252	015	018	04	490	$42.32
*	J	5252	015	019	04	490	$42.32
*	J	5252	015	020	04	490	$42.32
*	J	5252	015	021	04	490	$42.32
	J	5252	015	022	04	490	$42.32
*	J	5252	016	003	04	490	$42.32
*	J	5252	016	004	04	490	$42.32
*	J	5252	016	005	04	490	$42.32
*	J	5252	016	006	04	490	$42.32
*	J	5252	016	007	04	490	$42.32
*	J	5252	016	008	04	490	$42.32
*	J	5252	016	009	04	490	$42.32
*	J	5252	018	004	04	490	$42.32
*	J	5252	018	005	04	490	$42.32
*	J	5252	018	006	04	490	$42.32
*	J	5252	018	007	04	490	$42.32
*	J	5252	018	008	04	490	$42.32
*	J	5252	018	014	04	490	$42.32
*	J	5252	018	016	04	490	$42.32
*	J	5252	018	017	04	490	$42.32
*	J	5252	018	018	04	490	$42.32
*	J	5252	018	019	04	490	$42.32
*	J	5252	019	001	04	490	$42.32
*	J	5252	019	002	04	490	$42.32
*	J	5252	019	003	04	490	$42.32
*	J	5252	019	004	04	490	$42.32
*	J	5252	019	005	04	490	$42.32
*	J	5252	019	006	04	490	$42.32
*	J	5252	019	007	04	490	$42.32
*	J	5252	019	008	04	490	$42.32
*	J	5252	019	009	04	490	$42.32
*	J	5252	019	010	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5252	019	011	04	490	$42.32
*	J	5252	019	012	04	490	$42.32
*	J	5252	019	014	04	490	$42.32
*	J	5252	019	015	04	490	$42.32
*	J	5252	019	016	04	490	$42.32
*	J	5252	019	017	04	490	$42.32
*	J	5252	019	018	04	490	$42.32
*	J	5252	019	019	04	490	$42.32
*	J	5252	020	017	04	490	$42.32
*	J	5252	022	020	04	490	$42.32
*	J	5252	023	006	04	490	$42.32
*	J	5252	028	001	04	490	$42.32
*	J	5252	028	044	04	490	$42.32
*	J	5252	029	037	04	490	$42.32
*	J	5252	029	042	04	490	$42.32
*	J	5252	030	011	04	490	$42.32
*	J	5252	031	001	04	490	$42.32
*	J	5252	031	002	04	490	$42.32
*	J	5252	031	003	04	490	$42.32
*	J	5252	031	006	04	490	$42.32
*	J	5252	031	007	04	490	$42.32
*	J	5252	031	008	04	490	$42.32
*	J	5252	031	009	04	490	$42.32
*	J	5252	031	010	04	490	$42.32
*	J	5252	031	011	04	490	$42.32
*	J	5252	031	020	04	490	$42.32
*	J	5252	032	003	04	490	$42.32
*	J	5252	032	004	04	490	$42.32
*	J	5252	032	005	04	490	$42.32
*	J	5252	032	006	04	490	$42.32
*	J	5252	032	007	04	490	$42.32
*	J	5252	033	004	04	490	$42.32
*	J	5252	033	005	04	490	$42.32
*	J	5252	033	006	04	490	$42.32
*	J	5252	033	008	04	490	$42.32
*	J	5252	033	009	04	490	$42.32
*	J	5252	033	010	04	490	$42.32
*	J	5252	033	011	04	490	$42.32
*	J	5252	033	016	04	490	$42.32
*	J	5252	033	017	04	490	$42.32
*	J	5252	033	020	04	490	$42.32
*	J	5252	034	001	04	490	$42.32
*	J	5252	034	010	04	490	$42.32
*	J	5252	034	011	04	490	$42.32
*	J	5252	034	013	04	490	$42.32
*	J	5252	035	001	04	490	$42.32
*	J	5252	036	001	04	490	$42.32
*	J	5252	036	002	04	490	$42.32
*	J	5252	037	001	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5252	037	003	04	490	$42.32
*	J	5252	037	004	04	490	$42.32
*	J	5252	037	005	04	490	$42.32
*	J	5252	037	012	04	490	$42.32
*	J	5252	037	013	04	490	$42.32
	J	5252	038	003	04	490	$42.32
*	J	5252	038	009	04	490	$42.32
*	J	5252	040	011	04	490	$42.32
*	J	5252	040	018	04	490	$42.32
*	J	5252	040	019	04	490	$42.32
*	J	5252	040	022	04	490	$42.32
*	J	5252	041	007	04	490	$42.32
*	J	5252	041	008	04	490	$42.32
*	J	5252	041	009	04	490	$42.32
*	J	5252	041	010	04	490	$42.32
*	J	5252	041	011	04	490	$42.32
*	J	5252	041	012	04	490	$42.32
*	J	5252	041	013	04	490	$42.32
*	J	5252	041	014	04	490	$42.32
*	J	5252	041	015	04	490	$42.32
*	J	5252	041	021	04	490	$42.32
*	J	5252	041	028	04	490	$42.32
*	J	5252	041	029	04	490	$42.32
*	J	5252	041	032	04	490	$42.32
*	J	5252	041	033	04	490	$42.32
*	J	5252	041	034	04	490	$42.32
*	J	5252	041	035	04	490	$42.32
*	J	5252	041	036	04	490	$42.32
*	J	5252	041	037	04	490	$42.32
*	J	5252	041	038	04	490	$42.32
*	J	5252	041	039	04	490	$42.32
*	J	5252	041	040	04	490	$42.32
*	J	5252	041	041	04	490	$42.32
*	J	5252	041	042	04	490	$42.32
*	J	5252	041	043	04	490	$42.32
*	J	5252	041	044	04	490	$42.32
*	J	5252	041	045	04	490	$42.32
*	J	5252	041	046	04	490	$42.32
*	J	5252	042	009	04	490	$42.32
*	J	5252	042	010	04	490	$42.32
*	J	5252	042	011	04	490	$42.32
*	J	5252	042	012	04	490	$42.32
*	J	5252	042	013	04	490	$42.32
*	J	5252	043	003	04	490	$42.32
*	J	5252	043	004	04	490	$42.32
*	J	5252	043	011	04	490	$42.32
*	J	5252	043	012	04	490	$42.32
*	J	5252	043	014	04	490	$42.32
*	J	5252	043	015	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5252	043	020	04	490	$42.32
*	J	5252	043	021	04	490	$42.32
*	J	5252	043	023	04	490	$42.32
*	J	5252	043	038	04	490	$42.32
*	J	5252	043	041	04	490	$42.32
*	J	5252	043	042	04	490	$42.32
*	J	5252	043	043	04	490	$42.32
*	J	5252	043	045	04	490	$42.32
*	J	5252	043	047	04	490	$42.32
*	J	5252	043	048	04	490	$42.32
*	J	5252	044	001	04	490	$42.32
*	J	5252	044	002	04	490	$42.32
*	J	5252	044	003	04	490	$42.32
*	J	5252	044	004	04	490	$42.32
*	J	5252	044	005	04	490	$42.32
*	J	5252	044	006	04	490	$42.32
*	J	5252	044	007	04	490	$42.32
*	J	5252	044	008	04	490	$42.32
*	J	5252	044	016	04	490	$42.32
*	J	5252	044	017	04	490	$42.32
*	J	5252	044	018	04	490	$42.32
*	J	5252	044	019	04	490	$42.32
*	J	5252	044	020	04	490	$42.32
*	J	5252	044	021	04	490	$42.32
*	J	5252	044	022	04	490	$42.32
	J	5253	002	022	04	490	$42.32
*	J	5253	005	003	04	490	$42.32
	J	5253	006	013	04	490	$42.32
*	J	5253	006	016	04	490	$42.32
*	J	5253	006	018	04	490	$42.32
*	J	5253	006	019	04	490	$42.32
*	J	5253	006	020	04	490	$42.32
*	J	5253	006	027	04	490	$42.32
	J	5253	006	028	04	490	$42.32
*	J	5253	006	040	04	490	$42.32
*	J	5253	006	041	04	490	$42.32
*	J	5253	006	042	04	490	$42.32
*	J	5253	006	043	04	490	$42.32
*	J	5253	006	044	04	490	$42.32
*	J	5253	006	051	04	490	$42.32
*	J	5253	006	052	04	490	$42.32
*	J	5253	006	056	04	490	$42.32
*	J	5253	006	058	04	490	$42.32
*	J	5253	006	059	04	490	$42.32
*	J	5253	006	060	04	490	$42.32
*	J	5253	006	061	04	490	$42.32
*	J	5253	006	062	04	490	$42.32
*	J	5253	006	063	04	490	$42.32
	J	5253	007	005	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5253	007	017	04	490	$42.32
	J	5253	007	024	04	490	$42.32
*	J	5253	007	025	04	490	$42.32
*	J	5253	007	027	04	490	$42.32
	J	5253	007	028	04	490	$42.32
	J	5253	008	023	04	490	$42.32
	J	5253	008	024	04	490	$42.32
*	J	5253	008	026	04	490	$42.32
*	J	5253	008	027	04	490	$42.32
*	J	5253	008	028	04	490	$42.32
*	J	5253	008	029	04	490	$42.32
*	J	5253	008	030	04	490	$42.32
*	J	5253	008	031	04	490	$42.32
*	J	5253	008	032	04	490	$42.32
	J	5253	008	036	04	490	$42.32
*	J	5253	008	037	04	490	$42.32
*	J	5253	008	038	04	490	$42.32
*	J	5253	008	039	04	490	$42.32
*	J	5253	008	040	04	490	$42.32
*	J	5253	008	041	04	490	$42.32
*	J	5253	008	042	04	490	$42.32
*	J	5253	008	043	04	490	$42.32
*	J	5253	008	044	04	490	$42.32
*	J	5253	008	045	04	490	$42.32
*	J	5253	008	046	04	490	$42.32
*	J	5253	008	047	04	490	$42.32
*	J	5253	008	048	04	490	$42.32
*	J	5253	008	049	04	490	$42.32
*	J	5253	008	050	04	490	$42.32
*	J	5253	008	052	04	490	$42.32
*	J	5253	008	054	04	490	$42.32
*	J	5253	008	055	04	490	$42.32
*	J	5253	008	060	04	490	$42.32
	J	5253	008	061	04	490	$42.32
*	J	5253	009	019	04	490	$42.32
	J	5253	010	031	04	490	$42.32
*	J	5253	010	036	04	490	$42.32
*	J	5253	010	037	04	490	$42.32
*	J	5253	010	039	04	490	$42.32
*	J	5253	010	040	04	490	$42.32
*	J	5253	012	025	04	490	$42.32
*	J	5253	013	021	04	490	$42.32
*	J	5253	013	025	04	490	$42.32
*	J	5253	014	006	04	490	$42.32
*	J	5253	014	009	04	490	$42.32
*	J	5253	014	018	04	490	$42.32
*	J	5253	024	003	04	490	$42.32
*	J	5253	024	004	04	490	$42.32
*	J	5253	024	005	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5253	024	006	04	490	$42.32
*	J	5253	024	008	04	490	$42.32
*	J	5253	024	010	04	490	$42.32
*	J	5253	024	012	04	490	$42.32
*	J	5253	024	013	04	490	$42.32
*	J	5253	024	014	04	490	$42.32
	J	5253	028	007	04	490	$42.32
*	J	5253	029	004	04	490	$42.32
*	J	5253	029	005	04	490	$42.32
*	J	5253	029	006	04	490	$42.32
*	J	5253	029	007	04	490	$42.32
*	J	5253	030	013	04	490	$42.32
*	J	5253	030	014	04	490	$42.32
*	J	5253	033	036	04	490	$42.32
*	J	5253	033	037	04	490	$42.32
*	J	5253	033	040	04	490	$42.32
*	J	5253	033	041	04	490	$42.32
*	J	5253	033	042	04	490	$42.32
*	J	5253	033	043	04	490	$42.32
*	J	5253	034	046	04	490	$42.32
*	J	5253	034	047	04	490	$42.32
*	J	5253	034	055	04	490	$42.32
*	J	5253	034	056	04	490	$42.32
*	J	5253	034	057	04	490	$42.32
*	J	5253	035	008	04	490	$42.32
*	J	5253	035	009	04	490	$42.32
*	J	5253	035	010	04	490	$42.32
*	J	5253	035	015	04	490	$42.32
*	J	5253	035	017	04	490	$42.32
*	J	5253	035	018	04	490	$42.32
*	J	5253	035	019	04	490	$42.32
*	J	5253	035	020	04	490	$42.32
*	J	5253	035	021	04	490	$42.32
*	J	5253	036	002	04	490	$42.32
*	J	5253	036	003	04	490	$42.32
*	J	5253	036	004	04	490	$42.32
*	J	5253	036	005	04	490	$42.32
*	J	5253	036	009	04	490	$42.32
*	J	5253	036	010	04	490	$42.32
*	J	5253	036	011	04	490	$42.32
*	J	5253	036	012	04	490	$42.32
*	J	5253	036	013	04	490	$42.32
*	J	5253	036	014	04	490	$42.32
*	J	5253	036	029	04	490	$42.32
*	J	5253	036	030	04	490	$42.32
*	J	5253	036	031	04	490	$42.32
*	J	5253	036	032	04	490	$42.32
*	J	5253	036	033	04	490	$42.32
*	J	5253	036	034	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5253	036	035	04	490	$42.32
*	J	5253	036	036	04	490	$42.32
*	J	5253	037	001	04	490	$42.32
*	J	5253	037	002	04	490	$42.32
*	J	5253	037	003	04	490	$42.32
*	J	5253	037	013	04	490	$42.32
*	J	5253	037	014	04	490	$42.32
*	J	5253	037	025	04	490	$42.32
*	J	5253	038	001	04	490	$42.32
*	J	5253	038	015	04	490	$42.32
*	J	5253	038	016	04	490	$42.32
*	J	5253	038	017	04	490	$42.32
*	J	5253	038	018	04	490	$42.32
*	J	5253	038	019	04	490	$42.32
*	J	5253	039	001	04	490	$42.32
*	J	5253	039	003	04	490	$42.32
*	J	5253	039	004	04	490	$42.32
*	J	5253	039	005	04	490	$42.32
*	J	5253	039	008	04	490	$42.32
*	J	5253	039	009	04	490	$42.32
*	J	5253	039	010	04	490	$42.32
*	J	5253	039	013	04	490	$42.32
*	J	5253	039	015	04	490	$42.32
*	J	5253	040	028	04	490	$42.32
*	J	5253	040	030	04	490	$42.32
	J	5253	040	031	04	490	$42.32
*	J	5253	040	037	04	490	$42.32
*	J	5253	040	038	04	490	$42.32
*	J	5253	040	039	04	490	$42.32
*	J	5253	040	040	04	490	$42.32
*	J	5254	002	012	04	490	$42.32
*	J	5254	002	013	04	490	$42.32
*	J	5254	002	014	04	490	$42.32
*	J	5254	002	016	04	490	$42.32
*	J	5254	002	017	04	490	$42.32
*	J	5254	002	018	04	490	$42.32
*	J	5254	002	019	04	490	$42.32
*	J	5254	002	027	04	490	$42.32
	J	5254	002	029	04	490	$42.32
	J	5254	002	031	04	490	$42.32
*	J	5254	003	005	04	490	$42.32
*	J	5254	003	007	04	490	$42.32
	J	5254	003	013	04	490	$42.32
	J	5254	003	014	04	490	$42.32
	J	5254	003	018	04	490	$42.32
	J	5254	003	019	04	490	$42.32
*	J	5254	003	126	04	490	$42.32
*	J	5254	003	127	04	490	$42.32
*	J	5254	004	009	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5254	004	010	04	490	$42.32
*	J	5254	004	027	04	490	$42.32
*	J	5254	004	038	04	490	$42.32
*	J	5254	004	039	04	490	$42.32
*	J	5254	004	040	04	490	$42.32
*	J	5254	004	041	04	490	$42.32
*	J	5254	004	044	04	490	$42.32
*	J	5254	004	045	04	490	$42.32
*	J	5254	004	046	04	490	$42.32
*	J	5254	004	052	04	490	$42.32
*	J	5254	004	053	04	490	$42.32
*	J	5254	005	045	04	490	$42.32
*	J	5254	005	046	04	490	$42.32
*	J	5254	006	020	04	490	$42.32
*	J	5254	006	021	04	490	$42.32
*	J	5254	007	006	04	490	$42.32
*	J	5254	007	007	04	490	$42.32
*	J	5254	007	008	04	490	$42.32
*	J	5254	007	010	04	490	$42.32
*	J	5254	008	001	04	490	$42.32
*	J	5254	008	028	04	490	$42.32
*	J	5254	009	020	04	490	$42.32
*	J	5254	009	021	04	490	$42.32
*	J	5254	009	023	04	490	$42.32
*	J	5254	009	040	04	490	$42.32
*	J	5254	010	001	04	490	$42.32
*	J	5254	010	002	04	490	$42.32
*	J	5254	010	003	04	490	$42.32
*	J	5254	010	027	04	490	$42.32
*	J	5254	010	028	04	490	$42.32
*	J	5254	010	029	04	490	$42.32
*	J	5254	012	042	04	490	$42.32
*	J	5254	012	043	04	490	$42.32
*	J	5254	012	044	04	490	$42.32
*	J	5254	012	045	04	490	$42.32
*	J	5254	012	046	04	490	$42.32
*	J	5254	012	050	04	490	$42.32
*	J	5254	015	043	04	490	$42.32
*	J	5254	015	045	04	490	$42.32
*	J	5254	015	046	04	490	$42.32
*	J	5254	016	017	04	490	$42.32
*	J	5254	016	018	04	490	$42.32
*	J	5254	016	019	04	490	$42.32
*	J	5254	016	020	04	490	$42.32
*	J	5254	016	021	04	490	$42.32
*	J	5254	016	022	04	490	$42.32
*	J	5254	017	026	04	490	$42.32
*	J	5254	017	029	04	490	$42.32
*	J	5254	017	033	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5254	017	034	04	490	$42.32
*	J	5254	017	037	04	490	$42.32
*	J	5254	017	038	04	490	$42.32
*	J	5254	017	039	04	490	$42.32
	J	5254	017	040	04	490	$42.32
*	J	5254	018	014	04	490	$42.32
*	J	5254	018	015	04	490	$42.32
*	J	5254	018	016	04	490	$42.32
*	J	5254	018	017	04	490	$42.32
*	J	5254	018	018	04	490	$42.32
*	J	5254	018	019	04	490	$42.32
*	J	5254	018	020	04	490	$42.32
*	J	5254	018	021	04	490	$42.32
*	J	5254	018	022	04	490	$42.32
*	J	5254	018	023	04	490	$42.32
*	J	5254	018	024	04	490	$42.32
*	J	5254	018	025	04	490	$42.32
*	J	5254	018	026	04	490	$42.32
*	J	5254	018	027	04	490	$42.32
*	J	5254	018	029	04	490	$42.32
*	J	5254	018	034	04	490	$42.32
*	J	5254	018	035	04	490	$42.32
*	J	5254	018	037	04	490	$42.32
*	J	5254	018	038	04	490	$42.32
*	J	5254	018	039	04	490	$42.32
*	J	5254	018	040	04	490	$42.32
	J	5254	018	041	04	490	$42.32
*	J	5254	019	085	04	490	$42.32
*	J	5254	019	086	04	490	$42.32
*	J	5254	019	087	04	490	$42.32
*	J	5254	019	089	04	490	$42.32
*	J	5254	019	092	04	490	$42.32
*	J	5254	019	093	04	490	$42.32
*	J	5254	019	094	04	490	$42.32
*	J	5254	019	095	04	490	$42.32
*	J	5254	019	096	04	490	$42.32
*	J	5254	019	098	04	490	$42.32
*	J	5254	019	099	04	490	$42.32
*	J	5254	019	100	04	490	$42.32
*	J	5254	019	101	04	490	$42.32
*	J	5254	019	102	04	490	$42.32
*	J	5254	019	103	04	490	$42.32
*	J	5254	019	104	04	490	$42.32
	J	5254	019	105	04	490	$42.32
*	J	5254	019	106	04	490	$42.32
*	J	5254	019	107	04	490	$42.32
*	J	5254	019	108	04	490	$42.32
*	J	5254	019	109	04	490	$42.32
*	J	5254	019	110	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5254	019	111	04	490	$42.32
*	J	5254	019	112	04	490	$42.32
*	J	5254	019	113	04	490	$42.32
*	J	5254	019	114	04	490	$42.32
*	J	5254	019	115	04	490	$42.32
*	J	5254	019	117	04	490	$42.32
	J	5255	002	016	04	490	$42.32
	J	5255	016	021	04	490	$42.32
	J	5255	016	022	04	490	$42.32
	J	5256	002	008	04	490	$42.32
	J	5256	003	049	04	490	$42.32
	J	5257	004	019	04	490	$42.32
	J	5257	004	020	04	490	$42.32
	J	5257	006	005	04	490	$42.32
	J	5257	015	001	04	490	$42.32
	J	5257	015	002	04	490	$42.32
	J	5257	015	004	04	490	$42.32
	J	5257	015	005	04	490	$42.32
*	J	5257	017	005	04	490	$42.32
*	J	5257	017	006	04	490	$42.32
	J	5258	007	030	04	490	$42.32
	J	5258	013	030	04	490	$42.32
	J	5259	007	064	04	490	$42.32
	J	5259	007	065	04	490	$42.32
	J	5260	009	009	04	490	$42.32
*	J	5260	011	016	04	490	$42.32
*	J	5260	011	017	04	490	$42.32
*	J	5260	011	018	04	490	$42.32
*	J	5260	011	023	04	490	$42.32
*	J	5260	011	032	04	490	$42.32
*	J	5260	011	033	04	490	$42.32
*	J	5260	011	034	04	490	$42.32
*	J	5260	011	035	04	490	$42.32
*	J	5260	011	036	04	490	$42.32
*	J	5260	011	037	04	490	$42.32
*	J	5260	014	016	04	490	$42.32
*	J	5260	014	017	04	490	$42.32
*	J	5260	014	018	04	490	$42.32
*	J	5260	014	019	04	490	$42.32
*	J	5260	014	020	04	490	$42.32
*	J	5260	014	021	04	490	$42.32
*	J	5260	014	022	04	490	$42.32
*	J	5260	014	023	04	490	$42.32
*	J	5260	014	025	04	490	$42.32
*	J	5260	014	026	04	490	$42.32
*	J	5260	014	027	04	490	$42.32
*	J	5260	015	005	04	490	$42.32
*	J	5260	015	006	04	490	$42.32
*	J	5260	015	013	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

	KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
	J	5260	015	025	04	490	$42.32
*	J	5260	015	028	04	490	$42.32
*	J	5260	015	029	04	490	$42.32
*	J	5260	016	014	04	490	$42.32
*	J	5260	016	021	04	490	$42.32
*	J	5260	016	022	04	490	$42.32
*	J	5260	017	006	04	490	$42.32
*	J	5260	017	023	04	490	$42.32
*	J	5260	019	030	04	490	$42.32
*	J	5260	019	031	04	490	$42.32
*	J	5260	020	001	04	490	$42.32
*	J	5260	020	002	04	490	$42.32
*	J	5260	020	005	04	490	$42.32
	J	5260	023	007	04	490	$42.32
	J	5260	024	024	04	490	$42.32
*	J	5260	025	035	04	490	$42.32
*	J	5260	025	059	04	490	$42.32
*	J	5260	025	062	04	490	$42.32
	J	5260	025	063	04	490	$42.32
	J	5260	025	064	04	490	$42.32
*	J	5260	026	011	04	490	$42.32
*	J	5260	026	016	04	490	$42.32
*	J	5260	026	017	04	490	$42.32
*	J	5260	027	004	04	490	$42.32
*	J	5260	027	005	04	490	$42.32
*	J	5260	027	006	04	490	$42.32
*	J	5260	027	024	04	490	$42.32
*	J	5260	027	025	04	490	$42.32
*	J	5260	027	026	04	490	$42.32
*	J	5260	027	032	04	490	$42.32
*	J	5260	027	033	04	490	$42.32
*	J	5260	027	034	04	490	$42.32
*	J	5261	001	040	04	490	$42.32
*	J	5261	001	043	04	490	$42.32
*	J	5261	001	046	04	490	$42.32
*	J	5261	001	047	04	490	$42.32
*	J	5261	001	048	04	490	$42.32
*	J	5261	001	049	04	490	$42.32
*	J	5261	001	050	04	490	$42.32
*	J	5261	001	051	04	490	$42.32
*	J	5261	001	052	04	490	$42.32
*	J	5261	001	053	04	490	$42.32
*	J	5261	001	054	04	490	$42.32
*	J	5261	001	055	04	490	$42.32
*	J	5261	001	056	04	490	$42.32
*	J	5261	001	059	04	490	$42.32
*	J	5261	001	060	04	490	$42.32
*	J	5261	001	061	04	490	$42.32
*	J	5261	009	024	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5261	009	025	04	490	$42.32
*	J	5261	009	026	04	490	$42.32
*	J	5261	009	029	04	490	$42.32
*	J	5261	009	032	04	490	$42.32
*	J	5261	009	033	04	490	$42.32
*	J	5261	009	034	04	490	$42.32
*	J	5261	009	035	04	490	$42.32
*	J	5261	009	036	04	490	$42.32
*	J	5261	009	037	04	490	$42.32
*	J	5261	009	039	04	490	$42.32
*	J	5261	009	040	04	490	$42.32
*	J	5261	009	041	04	490	$42.32
*	J	5261	009	042	04	490	$42.32
*	J	5261	009	048	04	490	$42.32
*	J	5261	009	049	04	490	$42.32
*	J	5261	009	050	04	490	$42.32
*	J	5261	009	052	04	490	$42.32
*	J	5261	010	040	04	490	$42.32
*	J	5261	010	053	04	490	$42.32
*	J	5261	010	054	04	490	$42.32
	J	5261	010	055	04	490	$42.32
*	J	5261	010	068	04	490	$42.32
*	J	5261	010	071	04	490	$42.32
	J	5261	010	075	04	490	$42.32
*	J	5261	011	016	04	490	$42.32
*	J	5261	011	017	04	490	$42.32
*	J	5261	011	018	04	490	$42.32
*	J	5261	011	020	04	490	$42.32
*	J	5261	011	032	04	490	$42.32
*	J	5261	011	033	04	490	$42.32
*	J	5261	011	034	04	490	$42.32
*	J	5261	011	035	04	490	$42.32
*	J	5261	011	036	04	490	$42.32
*	J	5261	011	037	04	490	$42.32
*	J	5261	011	038	04	490	$42.32
*	J	5261	011	045	04	490	$42.32
*	J	5261	011	046	04	490	$42.32
*	J	5261	011	048	04	490	$42.32
*	J	5261	011	049	04	490	$42.32
*	J	5261	012	019	04	490	$42.32
*	J	5261	012	020	04	490	$42.32
*	J	5261	012	021	04	490	$42.32
*	J	5261	012	022	04	490	$42.32
*	J	5261	012	023	04	490	$42.32
*	J	5261	012	024	04	490	$42.32
*	J	5261	012	026	04	490	$42.32
*	J	5261	012	027	04	490	$42.32
*	J	5261	012	028	04	490	$42.32
*	J	5261	012	031	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5261	012	033	04	490	$42.32
	J	5261	012	035	04	490	$42.32
*	J	5261	012	036	04	490	$42.32
*	J	5261	014	019	04	490	$42.32
*	J	5261	014	022	04	490	$42.32
	J	5261	014	025	04	490	$42.32
	J	5261	014	026	04	490	$42.32
	J	5261	014	027	04	490	$42.32
	J	5261	014	028	04	490	$42.32
	J	5261	015	042	04	490	$42.32
*	J	5261	015	046	04	490	$42.32
*	J	5261	015	047	04	490	$42.32
*	J	5261	015	053	04	490	$42.32
*	J	5261	015	054	04	490	$42.32
	J	5261	015	087	04	490	$42.32
	J	5261	015	088	04	490	$42.32
*	J	5261	018	009	04	490	$42.32
*	J	5261	019	043	04	490	$42.32
*	J	5261	019	046	04	490	$42.32
*	J	5261	019	048	04	490	$42.32
*	J	5261	019	049	04	490	$42.32
*	J	5261	019	050	04	490	$42.32
*	J	5261	019	052	04	490	$42.32
*	J	5261	019	053	04	490	$42.32
*	J	5261	019	054	04	490	$42.32
*	J	5261	019	055	04	490	$42.32
*	J	5261	019	056	04	490	$42.32
*	J	5261	019	057	04	490	$42.32
*	J	5261	019	059	04	490	$42.32
*	J	5261	019	061	04	490	$42.32
*	J	5261	020	041	04	490	$42.32
*	J	5261	020	043	04	490	$42.32
*	J	5261	020	044	04	490	$42.32
*	J	5261	020	045	04	490	$42.32
*	J	5261	020	046	04	490	$42.32
*	J	5261	020	047	04	490	$42.32
*	J	5261	020	048	04	490	$42.32
*	J	5261	020	050	04	490	$42.32
*	J	5261	020	051	04	490	$42.32
*	J	5261	020	052	04	490	$42.32
*	J	5261	020	054	04	490	$42.32
*	J	5261	020	057	04	490	$42.32
*	J	5261	020	058	04	490	$42.32
*	J	5261	020	059	04	490	$42.32
*	J	5261	020	060	04	490	$42.32
*	J	5261	020	062	04	490	$42.32
*	J	5261	020	064	04	490	$42.32
*	J	5261	020	065	04	490	$42.32
*	J	5261	020	066	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5261	020	067	04	490	$42.32
*	J	5261	020	069	04	490	$42.32
*	J	5262	012	005	04	490	$42.32
*	J	5262	012	010	04	490	$42.32
*	J	5262	014	008	04	490	$42.32
*	J	5262	014	010	04	490	$42.32
*	J	5262	017	007	04	490	$42.32
*	J	5262	017	008	04	490	$42.32
*	J	5262	018	012	04	490	$42.32
*	J	5262	019	002	04	490	$42.32
*	J	5262	019	005	04	490	$42.32
*	J	5262	019	006	04	490	$42.32
*	J	5262	020	001	04	490	$42.32
*	J	5262	020	026	04	490	$42.32
*	J	5262	021	012	04	490	$42.32
*	J	5262	021	018	04	490	$42.32
*	J	5262	021	024	04	490	$42.32
*	J	5262	022	008	04	490	$42.32
*	J	5262	022	009	04	490	$42.32
*	J	5262	022	010	04	490	$42.32
*	J	5262	022	011	04	490	$42.32
*	J	5262	022	012	04	490	$42.32
*	J	5262	022	013	04	490	$42.32
*	J	5262	022	014	04	490	$42.32
*	J	5262	022	015	04	490	$42.32
*	J	5262	022	016	04	490	$42.32
*	J	5262	022	017	04	490	$42.32
*	J	5262	022	019	04	490	$42.32
*	J	5262	022	020	04	490	$42.32
*	J	5262	022	021	04	490	$42.32
*	J	5262	022	022	04	490	$42.32
*	J	5262	022	023	04	490	$42.32
	J	5262	022	028	04	490	$827.96
*	J	5262	023	001	04	490	$42.32
*	J	5262	023	002	04	490	$42.32
*	J	5262	023	018	04	490	$42.32
*	J	5262	023	019	04	490	$42.32
*	J	5262	023	020	04	490	$42.32
*	J	5262	023	021	04	490	$42.32
*	J	5262	023	027	04	490	$42.32
*	J	5262	024	001	04	490	$42.32
*	J	5262	024	003	04	490	$42.32
*	J	5262	024	004	04	490	$42.32
*	J	5262	024	009	04	490	$42.32
*	J	5262	024	010	04	490	$42.32
*	J	5262	024	014	04	490	$42.32
*	J	5262	025	013	04	490	$42.32
*	J	5262	026	005	04	490	$42.32
*	J	5262	026	006	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5262	026	017	04	490	$42.32
*	J	5262	026	018	04	490	$42.32
*	J	5262	032	003	04	490	$42.32
*	J	5262	032	004	04	490	$42.32
*	J	5262	032	005	04	490	$42.32
*	J	5262	032	006	04	490	$42.32
*	J	5262	032	007	04	490	$42.32
*	J	5262	032	008	04	490	$42.32
*	J	5262	032	015	04	490	$42.32
*	J	5262	032	016	04	490	$42.32
*	J	5262	032	017	04	490	$42.32
*	J	5262	032	018	04	490	$42.32
*	J	5262	032	019	04	490	$42.32
*	J	5262	033	001	04	490	$42.32
*	J	5262	033	002	04	490	$42.32
*	J	5262	033	003	04	490	$42.32
*	J	5262	033	004	04	490	$42.32
*	J	5262	033	005	04	490	$42.32
*	J	5262	033	007	04	490	$42.32
*	J	5262	033	008	04	490	$42.32
*	J	5262	033	009	04	490	$42.32
*	J	5262	033	010	04	490	$42.32
*	J	5262	033	011	04	490	$42.32
*	J	5262	033	012	04	490	$42.32
*	J	5262	033	017	04	490	$42.32
*	J	5262	034	002	04	490	$42.32
*	J	5262	034	007	04	490	$42.32
*	J	5262	034	022	04	490	$42.32
*	J	5262	034	027	04	490	$42.32
*	J	5262	034	028	04	490	$42.32
	J	5262	034	029	04	490	$42.32
	J	5263	001	023	04	490	$42.32
*	J	5263	003	021	04	490	$42.32
*	J	5263	003	023	04	490	$42.32
*	J	5263	003	024	04	490	$42.32
*	J	5263	003	029	04	490	$42.32
*	J	5263	004	001	04	490	$42.32
*	J	5263	004	002	04	490	$42.32
*	J	5263	004	003	04	490	$42.32
*	J	5263	004	004	04	490	$42.32
*	J	5263	004	005	04	490	$42.32
*	J	5263	004	006	04	490	$42.32
*	J	5263	004	007	04	490	$42.32
*	J	5263	004	014	04	490	$42.32
*	J	5263	004	024	04	490	$42.32
	J	5263	005	001	04	490	$42.32
	J	5263	005	002	04	490	$42.32
	J	5263	005	003	04	490	$42.32
*	J	5263	005	004	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
* J	5263	005	005	04	490	$42.32
* J	5263	005	006	04	490	$42.32
* J	5263	005	007	04	490	$42.32
* J	5263	005	008	04	490	$42.32
* J	5263	005	011	04	490	$42.32
* J	5263	005	012	04	490	$42.32
* J	5263	006	002	04	490	$42.32
* J	5263	006	003	04	490	$42.32
* J	5263	006	006	04	490	$42.32
* J	5263	006	007	04	490	$42.32
* J	5263	007	001	04	490	$42.32
* J	5263	007	002	04	490	$42.32
* J	5263	007	003	04	490	$42.32
* J	5263	007	004	04	490	$42.32
* J	5263	007	005	04	490	$42.32
* J	5263	007	006	04	490	$42.32
* J	5263	007	008	04	490	$42.32
* J	5263	007	009	04	490	$42.32
* J	5263	007	010	04	490	$42.32
* J	5263	010	008	04	490	$42.32
* J	5263	010	009	04	490	$42.32
* J	5263	013	011	04	490	$42.32
* J	5263	013	012	04	490	$42.32
* J	5263	013	013	04	490	$42.32
* J	5263	013	017	04	490	$42.32
* J	5263	014	007	04	490	$42.32
* J	5263	014	008	04	490	$42.32
* J	5263	014	010	04	490	$42.32
* J	5263	014	011	04	490	$42.32
* J	5263	014	012	04	490	$42.32
* J	5263	014	013	04	490	$42.32
* J	5263	014	014	04	490	$42.32
* J	5263	014	015	04	490	$42.32
* J	5263	014	026	04	490	$42.32
* J	5263	016	002	04	490	$42.32
* J	5263	016	004	04	490	$42.32
* J	5263	016	006	04	490	$42.32
* J	5263	016	019	04	490	$42.32
* J	5263	017	005	04	490	$42.32
* J	5263	017	006	04	490	$42.32
* J	5263	017	007	04	490	$42.32
* J	5263	017	008	04	490	$42.32
* J	5263	017	009	04	490	$42.32
* J	5263	017	015	04	490	$42.32
* J	5263	017	018	04	490	$42.32
* J	5263	017	019	04	490	$42.32
* J	5263	018	001	04	490	$42.32
* J	5263	018	003	04	490	$42.32
* J	5263	018	004	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5263	018	005	04	490	$42.32
*	J	5263	018	006	04	490	$42.32
*	J	5263	018	007	04	490	$42.32
*	J	5263	018	008	04	490	$42.32
*	J	5263	018	009	04	490	$42.32
*	J	5263	018	010	04	490	$42.32
*	J	5263	018	011	04	490	$42.32
*	J	5263	018	012	04	490	$42.32
*	J	5263	018	013	04	490	$42.32
*	J	5263	018	014	04	490	$42.32
*	J	5263	018	022	04	490	$42.32
*	J	5263	018	023	04	490	$42.32
*	J	5263	018	024	04	490	$42.32
*	J	5263	018	025	04	490	$42.32
*	J	5263	018	026	04	490	$42.32
*	J	5263	018	027	04	490	$42.32
*	J	5263	018	028	04	490	$42.32
*	J	5263	018	029	04	490	$42.32
	J	5263	018	033	04	490	$42.32
	J	5263	018	034	04	490	$42.32
*	J	5263	018	035	04	490	$42.32
*	J	5263	019	001	04	490	$42.32
*	J	5263	019	002	04	490	$42.32
*	J	5263	019	003	04	490	$42.32
*	J	5263	019	004	04	490	$42.32
*	J	5263	019	006	04	490	$42.32
*	J	5263	019	012	04	490	$42.32
*	J	5263	019	014	04	490	$42.32
*	J	5263	019	015	04	490	$42.32
*	J	5263	019	016	04	490	$42.32
*	J	5263	019	017	04	490	$42.32
*	J	5263	019	019	04	490	$42.32
*	J	5263	019	020	04	490	$42.32
*	J	5263	019	021	04	490	$42.32
*	J	5263	020	002	04	490	$42.32
*	J	5263	020	003	04	490	$42.32
*	J	5263	020	004	04	490	$42.32
*	J	5263	020	005	04	490	$42.32
*	J	5263	020	006	04	490	$42.32
*	J	5263	020	007	04	490	$42.32
*	J	5263	020	008	04	490	$42.32
*	J	5263	020	012	04	490	$42.32
*	J	5263	020	013	04	490	$42.32
*	J	5263	021	003	04	490	$42.32
*	J	5263	021	004	04	490	$42.32
*	J	5263	021	005	04	490	$42.32
*	J	5263	021	006	04	490	$42.32
*	J	5263	021	007	04	490	$42.32
*	J	5263	021	019	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5263	021	023	04	490	$42.32
*	J	5263	021	044	04	490	$42.32
*	J	5263	021	045	04	490	$42.32
*	J	5263	022	004	04	490	$42.32
*	J	5263	022	005	04	490	$42.32
*	J	5263	022	007	04	490	$42.32
*	J	5263	022	008	04	490	$42.32
*	J	5263	022	021	04	490	$42.32
*	J	5263	022	022	04	490	$42.32
*	J	5263	022	023	04	490	$42.32
*	J	5263	022	033	04	490	$42.32
*	J	5263	022	034	04	490	$42.32
*	J	5263	022	040	04	490	$42.32
*	J	5263	022	041	04	490	$42.32
*	J	5263	027	002	04	490	$42.32
*	J	5263	027	007	04	490	$42.32
*	J	5263	027	017	04	490	$42.32
*	J	5263	027	019	04	490	$42.32
*	J	5263	027	022	04	490	$42.32
*	J	5263	028	002	04	490	$42.32
*	J	5263	028	004	04	490	$42.32
*	J	5263	028	005	04	490	$42.32
*	J	5263	028	024	04	490	$42.32
*	J	5263	035	001	04	490	$42.32
*	J	5263	036	006	04	490	$42.32
*	J	5263	036	008	04	490	$42.32
*	J	5263	037	007	04	490	$42.32
	J	5263	037	010	04	490	$42.32
*	J	5263	037	011	04	490	$42.32
*	J	5263	038	002	04	490	$42.32
*	J	5263	038	017	04	490	$42.32
*	J	5263	038	018	04	490	$42.32
*	J	5263	038	020	04	490	$42.32
*	J	5263	038	021	04	490	$42.32
*	J	5263	038	022	04	490	$42.32
*	J	5263	039	001	04	490	$42.32
*	J	5263	039	002	04	490	$42.32
*	J	5263	039	003	04	490	$42.32
*	J	5263	039	004	04	490	$42.32
*	J	5263	039	005	04	490	$42.32
*	J	5263	040	001	04	490	$42.32
*	J	5263	040	002	04	490	$42.32
*	J	5263	040	003	04	490	$42.32
*	J	5263	040	004	04	490	$42.32
*	J	5263	040	008	04	490	$42.32
*	J	5263	040	009	04	490	$42.32
*	J	5263	040	011	04	490	$42.32
*	J	5263	040	012	04	490	$42.32
*	J	5263	040	013	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5263	040	016	04	490	$42.32
*	J	5263	040	017	04	490	$42.32
*	J	5263	040	018	04	490	$42.32
*	J	5263	040	019	04	490	$42.32
*	J	5263	041	005	04	490	$42.32
*	J	5263	041	006	04	490	$42.32
*	J	5263	041	007	04	490	$42.32
*	J	5263	041	009	04	490	$42.32
*	J	5263	041	010	04	490	$42.32
*	J	5263	041	011	04	490	$42.32
*	J	5263	041	012	04	490	$42.32
*	J	5263	041	013	04	490	$42.32
*	J	5263	041	014	04	490	$42.32
*	J	5263	041	015	04	490	$42.32
*	J	5263	042	005	04	490	$42.32
*	J	5263	042	006	04	490	$42.32
*	J	5263	042	008	04	490	$42.32
*	J	5263	042	009	04	490	$42.32
*	J	5263	042	010	04	490	$42.32
*	J	5263	042	011	04	490	$42.32
*	J	5263	042	013	04	490	$42.32
*	J	5263	042	015	04	490	$42.32
*	J	5263	042	016	04	490	$42.32
*	J	5263	043	010	04	490	$42.32
*	J	5263	043	016	04	490	$42.32
	J	5263	043	017	04	490	$42.32
	J	5263	043	018	04	490	$42.32
*	J	5264	002	006	04	490	$42.32
*	J	5264	002	007	04	490	$42.32
*	J	5264	002	008	04	490	$42.32
*	J	5264	002	009	04	490	$42.32
*	J	5264	002	010	04	490	$42.32
*	J	5264	002	011	04	490	$42.32
*	J	5264	002	022	04	490	$42.32
*	J	5264	002	023	04	490	$42.32
*	J	5264	002	024	04	490	$42.32
*	J	5264	002	025	04	490	$42.32
*	J	5264	002	026	04	490	$42.32
*	J	5264	002	027	04	490	$42.32
*	J	5264	002	028	04	490	$42.32
*	J	5264	002	029	04	490	$42.32
*	J	5264	002	030	04	490	$42.32
*	J	5264	002	031	04	490	$42.32
*	J	5264	003	002	04	490	$42.32
*	J	5264	003	003	04	490	$42.32
*	J	5264	003	004	04	490	$42.32
*	J	5264	003	005	04	490	$42.32
*	J	5264	003	012	04	490	$42.32
*	J	5264	003	013	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5264	003	014	04	490	$42.32
*	J	5264	003	015	04	490	$42.32
*	J	5264	003	016	04	490	$42.32
*	J	5264	003	017	04	490	$42.32
*	J	5264	003	018	04	490	$42.32
*	J	5264	003	019	04	490	$42.32
*	J	5264	003	020	04	490	$42.32
*	J	5264	003	021	04	490	$42.32
*	J	5264	003	022	04	490	$42.32
*	J	5264	003	023	04	490	$42.32
*	J	5264	003	024	04	490	$42.32
*	J	5264	003	025	04	490	$42.32
*	J	5264	003	026	04	490	$42.32
*	J	5264	003	027	04	490	$42.32
*	J	5264	003	028	04	490	$42.32
*	J	5264	003	029	04	490	$42.32
*	J	5264	003	030	04	490	$42.32
*	J	5264	003	031	04	490	$42.32
*	J	5264	003	032	04	490	$42.32
*	J	5264	004	007	04	490	$42.32
*	J	5264	004	010	04	490	$42.32
*	J	5264	004	028	04	490	$42.32
*	J	5264	005	017	04	490	$42.32
*	J	5264	005	026	04	490	$2,179.96
*	J	5264	006	003	04	490	$42.32
*	J	5264	007	026	04	490	$42.32
*	J	5264	007	027	04	490	$42.32
*	J	5264	007	028	04	490	$42.32
*	J	5264	007	030	04	490	$42.32
*	J	5264	007	035	04	490	$42.32
*	J	5264	007	040	04	490	$42.32
*	J	5264	008	007	04	490	$42.32
*	J	5264	008	016	04	490	$42.32
*	J	5264	008	024	04	490	$42.32
*	J	5264	009	056	04	490	$42.32
*	J	5264	011	002	04	490	$42.32
*	J	5264	011	013	04	490	$42.32
*	J	5264	011	015	04	490	$42.32
*	J	5264	011	019	04	490	$42.32
*	J	5264	011	020	04	490	$42.32
*	J	5264	011	032	04	490	$42.32
*	J	5264	011	033	04	490	$42.32
*	J	5264	011	037	04	490	$42.32
*	J	5264	013	034	04	490	$42.32
*	J	5264	013	035	04	490	$42.32
*	J	5264	018	001	04	490	$42.32
*	J	5264	018	002	04	490	$42.32
*	J	5264	018	005	04	490	$42.32
*	J	5264	018	006	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5264	018	007	04	490	$42.32
*	J	5264	018	009	04	490	$42.32
*	J	5264	018	010	04	490	$42.32
*	J	5264	018	011	04	490	$42.32
*	J	5264	018	012	04	490	$42.32
*	J	5264	018	016	04	490	$42.32
*	J	5264	018	017	04	490	$42.32
*	J	5264	018	018	04	490	$42.32
*	J	5264	018	019	04	490	$42.32
*	J	5264	018	020	04	490	$42.32
*	J	5264	018	022	04	490	$42.32
*	J	5264	018	024	04	490	$42.32
*	J	5264	018	025	04	490	$42.32
*	J	5264	018	026	04	490	$42.32
*	J	5264	018	027	04	490	$42.32
*	J	5264	018	028	04	490	$42.32
*	J	5264	018	029	04	490	$42.32
*	J	5264	018	030	04	490	$42.32
*	J	5264	018	031	04	490	$42.32
*	J	5264	018	033	04	490	$42.32
*	J	5264	019	001	04	490	$42.32
*	J	5264	019	002	04	490	$42.32
*	J	5264	019	003	04	490	$42.32
*	J	5264	019	004	04	490	$42.32
*	J	5264	019	005	04	490	$42.32
*	J	5264	019	006	04	490	$42.32
*	J	5264	019	007	04	490	$42.32
*	J	5264	019	008	04	490	$42.32
*	J	5264	019	009	04	490	$42.32
*	J	5264	019	011	04	490	$42.32
*	J	5264	019	012	04	490	$42.32
*	J	5264	019	013	04	490	$42.32
*	J	5264	019	014	04	490	$42.32
*	J	5264	019	020	04	490	$42.32
*	J	5264	019	024	04	490	$42.32
*	J	5264	019	035	04	490	$42.32
*	J	5264	019	036	04	490	$42.32
*	J	5264	021	051	04	490	$42.32
	J	5264	023	146	04	490	$42.32
	J	5264	023	147	04	490	$42.32
	J	5264	023	148	04	490	$42.32
	J	5264	024	063	04	490	$42.32
*	J	5265	004	047	04	490	$42.32
*	J	5265	004	048	04	490	$42.32
	J	5265	004	052	04	490	$42.32
*	J	5265	004	053	04	490	$42.32
*	J	5265	008	016	04	490	$42.32
*	J	5265	008	019	04	490	$42.32
*	J	5265	009	017	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5265	009	020	04	490	$42.32
*	J	5265	010	001	04	490	$42.32
*	J	5265	010	002	04	490	$42.32
*	J	5265	010	003	04	490	$42.32
*	J	5265	010	004	04	490	$42.32
*	J	5265	010	008	04	490	$42.32
*	J	5265	010	009	04	490	$42.32
*	J	5265	010	010	04	490	$42.32
*	J	5265	010	011	04	490	$42.32
*	J	5265	010	012	04	490	$42.32
*	J	5265	010	014	04	490	$42.32
*	J	5265	010	015	04	490	$42.32
*	J	5265	012	010	04	490	$42.32
*	J	5265	012	011	04	490	$42.32
*	J	5265	012	012	04	490	$42.32
*	J	5265	012	014	04	490	$42.32
*	J	5265	013	010	04	490	$42.32
*	J	5265	013	011	04	490	$42.32
*	J	5265	013	012	04	490	$42.32
*	J	5265	013	013	04	490	$42.32
*	J	5265	013	014	04	490	$42.32
*	J	5265	013	015	04	490	$42.32
*	J	5265	013	016	04	490	$42.32
*	J	5265	018	004	04	490	$42.32
*	J	5265	018	009	04	490	$42.32
*	J	5265	018	012	04	490	$42.32
*	J	5265	018	013	04	490	$42.32
*	J	5265	018	014	04	490	$42.32
*	J	5265	018	021	04	490	$42.32
*	J	5265	018	025	04	490	$42.32
	J	5265	018	027	04	490	$42.32
*	J	5265	019	003	04	490	$42.32
*	J	5265	025	044	04	490	$42.32
*	J	5265	025	046	04	490	$42.32
*	J	5265	025	047	04	490	$42.32
*	J	5265	025	048	04	490	$42.32
	J	5265	026	031	04	490	$42.32
*	J	5266	002	001	04	490	$42.32
*	J	5266	002	002	04	490	$42.32
*	J	5266	002	003	04	490	$42.32
*	J	5266	002	004	04	490	$42.32
*	J	5266	002	005	04	490	$42.32
*	J	5266	002	006	04	490	$42.32
*	J	5266	002	007	04	490	$42.32
*	J	5266	002	008	04	490	$42.32
*	J	5266	002	009	04	490	$42.32
*	J	5266	002	011	04	490	$42.32
*	J	5266	002	012	04	490	$42.32
*	J	5266	002	013	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5266	002	014	04	490	$42.32
*	J	5266	002	021	04	490	$42.32
*	J	5266	002	024	04	490	$42.32
*	J	5266	002	025	04	490	$42.32
*	J	5266	002	027	04	490	$42.32
*	J	5266	002	028	04	490	$42.32
*	J	5266	002	029	04	490	$42.32
*	J	5266	002	030	04	490	$42.32
*	J	5266	002	031	04	490	$42.32
*	J	5266	003	032	04	490	$42.32
	J	5273	019	013	04	490	$42.32
*	J	5273	019	024	04	490	$42.32
*	J	5274	003	015	04	490	$42.32
*	J	5274	003	016	04	490	$42.32
*	J	5274	003	017	04	490	$42.32
*	J	5274	003	018	04	490	$42.32
*	J	5274	003	019	04	490	$42.32
*	J	5274	003	020	04	490	$42.32
*	J	5274	003	021	04	490	$42.32
*	J	5274	003	022	04	490	$42.32
*	J	5274	003	023	04	490	$42.32
*	J	5274	004	012	04	490	$42.32
*	J	5274	004	013	04	490	$42.32
*	J	5274	004	014	04	490	$42.32
*	J	5274	004	015	04	490	$42.32
*	J	5274	004	016	04	490	$42.32
*	J	5274	004	017	04	490	$42.32
*	J	5274	004	018	04	490	$42.32
*	J	5274	006	022	04	490	$42.32
*	J	5274	007	025	04	490	$42.32
*	J	5274	008	001	04	490	$42.32
*	J	5274	008	002	04	490	$42.32
*	J	5274	008	003	04	490	$42.32
*	J	5274	008	004	04	490	$42.32
*	J	5274	008	005	04	490	$42.32
*	J	5274	008	007	04	490	$42.32
*	J	5274	008	008	04	490	$42.32
*	J	5274	008	013	04	490	$42.32
*	J	5274	008	014	04	490	$42.32
*	J	5274	008	015	04	490	$42.32
*	J	5274	008	016	04	490	$42.32
*	J	5274	008	017	04	490	$42.32
*	J	5274	008	018	04	490	$42.32
*	J	5274	008	019	04	490	$42.32
*	J	5274	008	020	04	490	$42.32
*	J	5274	008	022	04	490	$42.32
*	J	5274	008	025	04	490	$42.32
*	J	5274	008	026	04	490	$42.32
*	J	5274	008	027	04	490	$42.32

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY		MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*	J	5274	008	028	04	490	$42.32
*	J	5274	008	029	04	490	$42.32
*	J	5274	008	030	04	490	$42.32
*	J	5274	008	031	04	490	$42.32
*	J	5274	008	032	04	490	$42.32
*	J	5274	011	004	04	490	$42.32
*	J	5274	024	030	04	490	$42.32
*	J	5274	024	033	04	490	$42.32
	J	5275	001	018	04	490	$42.32
	J	5275	001	019	04	490	$42.32
	J	5275	001	020	04	490	$42.32
	J	5275	001	021	04	490	$42.32
*	J	5276	004	005	04	490	$42.32
*	J	5276	004	006	04	490	$42.32
*	J	5276	004	015	04	490	$42.32
*	J	5276	004	031	04	490	$42.32
*	J	5276	004	032	04	490	$42.32
	J	5276	008	015	04	490	$42.32
*	J	5276	008	031	04	490	$42.32
	J	5276	008	042	04	490	$42.32
*	J	5276	013	001	04	490	$42.32
*	J	5276	013	003	04	490	$42.32
*	J	5276	013	004	04	490	$42.32
*	J	5276	013	005	04	490	$42.32
*	J	5276	013	006	04	490	$42.32
*	J	5276	013	007	04	490	$42.32
*	J	5276	013	008	04	490	$42.32
*	J	5276	013	009	04	490	$42.32
*	J	5276	013	011	04	490	$42.32
*	J	5276	013	012	04	490	$42.32
*	J	5276	013	013	04	490	$42.32
*	J	5276	014	020	04	490	$42.32
*	J	5276	014	042	04	490	$42.32
	J	5276	020	018	04	490	$42.32
*	J	5276	020	023	04	490	$42.32

TOTAL IMPROVED PARCELS =	1	TOTAL CHARGES	$2,179.96
TOTAL UNIMPROVED PARCELS =	1	TOTAL CHARGES	$827.96
TOTAL INSPECTION FEE ONLY PCLS =	1,405	TOTAL CHARGES	$59,459.60
TOTAL PARCELS	1,407	TOTAL CHARGES	$62,467.52

62,467.52

RESOLUTION NO.

A RESOLUTION CONFIRMING THE ITEMIZED WEED ABATEMENT CHARGE LIST OF WEED ABATEMENT COSTS AND DIRECTING THE LOS ANGELES COUNTY AGRICULTURAL COMMISSIONER TO COLLECT THESE COSTS THROUGH PROPERTY TAX BILLINGS.

The City Council does resolve as follows:

SECTION 1: The City Council finds as follows:

A. The City Council authorized the County of Los Angeles Agricultural Commissioner on February 5, 2014 to abate the nuisance caused by rubbish, refuse and waste materials of all kinds upon parkways, streets, and private properties by having rubbish, refuse, waste materials, and weeds removed;

B. Such nuisances were abated in the manner provided in Chapter 9.87 of the Monterey Park Municipal Code;

C. The County of Los Angeles Agricultural Commissioner kept an account of the cost of abating said nuisance and has prepared an itemized report showing the cost of removing weeds on and/or in front of the parcels of land, listed in the Weed Abatement Charge List, and did on the 3rd day of July, 2014, file the report in the office of the City Clerk of the City of Monterey Park;

D. The legal notice of this hearing was posted at City Hall, Monterey Park Bruggemayer Library, and Langley Center on July 3, 2014 and Published in the Monterey Park Progress on July 16, 2014, with affidavits of posting and publication on file;

E. The 16th day of July, 2014, at the hour of 7:00 p.m., in the Council Chambers of this City Council was the time and place fixed in the notice for receiving and considering the report, together with any objections which might have been raised by the property owners liable to be assessed for the work of abating said nuisance; and

F. At the time and place fixed for submitting, receiving and considering the report and objections thereto, no property owner, or other person or anyone objected to raised any objection to the report or to any of the cost therein contained.

SECTION 2: The respective assessments against the respective parcels of land listed in the Weed Abatement Charge List, which are attached as Exhibit "A," and

incorporated by reference, are confirmed as true and correct.

SECTION 3: In accordance with Government Code §§ 39560 through 39588, the amounts of the cost of abating said nuisance on and/or in front of the various lots and parcels of land described in the report constitute special, assessments and liens against said respective lots or parcels of land and will be added to the next regular tax bill levied against such lots or parcels of land for municipal purposes.

SECTION 4: Authorization. The City Manager, or designee, is directed to take such actions that are needed to place these on property tax rolls including, without limitation, forwarding this Resolution to the Los Angeles County Assessor's Office.

SECTION 5: Reliance on Record. Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

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

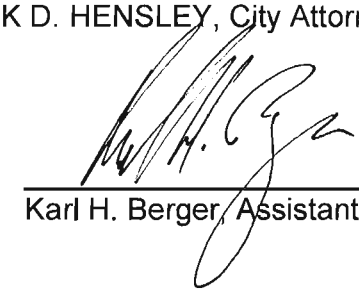
SECTION 8: The City Clerk of the City of Monterey Park is directed to certify a copy of this resolution and cause such certified copy thereof to be filed with the Los Angeles County Agricultural Commissioner together with a certified copy of said report, attached hereto.

SECTION 9: The City Clerk is directed to certify to the adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this _____ day of July, 2014.

_____
Anthony Wong, Mayor

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

By: 

Karl H. Berger, Assistant City Attorney