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
January 7, 2015
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 Fire Explorers

ROLL CALL Peter Chan, Mitchell Ing, Hans Liang, Teresa Real Sebastian, and Anthony Wong

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

[1.] PRESENTATIONS: FINANCIAL DATA TRANSPARENCY TOOL, OPENGOV -Annie Yaung, Controller

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 JANUARY 7, 2015

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

(1) approve payment of warrants and adopt Resolution No. _______of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **January 7, 2015 totaling $206.37.31** and specifying the funds out of which the same are to be paid; and

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

CEQA: Exempt per CEQA Guidelines § 15061 (b).

2-B. SUCCESSOR AGENCY INVESTMENT REPORT AS OF NOVEMBER 2014

It is recommended that the City Council

(1) Receive and file the investment report as of November 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 meetings of November 19, 2014 and December 3, 2014; and

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

CEQA: Exempt per CEQA Guidelines § 15061 (b).

[3.] CITY OF MONTEREY PARK

CONSENT CALENDAR ITEMS 3A - 3G

3-A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF DECEMBER 17, 2014 AND JANUARY 7, 2015

It is recommended that the City Council

(1) Approve payment of warrants and adopt Resolution No. _____ allowing certain claims and demands per Warrant Register dated **December 17, 2014 and January 7, 2015 Totaling $1,419,692.41** and specifying the funds out of which the same are to be paid; and

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

CEQA: Exempt per CEQA Guidelines § 15061 (b).

3-B. INVESTMENT REPORT AS OF NOVEMBER 2014

It is recommended that the City Council

(1) Receive and file the investment report as of November 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 special meetings of November 19, 2014 and December 3, 2014 and the regular meetings of November 19, 2014 and December 3, 2014; and

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

CEQA: Exempt per CEQA Guidelines § 15061 (b).

3-D. PURCHASE OF A 2015 FORD F450 UTILITY TRUCK

It is recommended that the City Council

(1) Waive the bidding requirements pursuant to Monterey Park Municipal Code § 3.20.050;

(2) Authorize the City Manager, or designee, to purchase a 2015 Ford F450 Utility truck at the cost of $60,913.59 from National Auto Fleet Group; and

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

CEQA: Exempt per CEQA Guidelines § 15061 (b).

3-E. APPROVE EASEMENT WITH SOUTHERN CALIFORNIA GAS COMPANY TO INSTALL AN UPGRADED CNG FUELING COMPRESSOR SYSTEM AT CITY YARD

It is recommended that the City Council

(1) Approve the Grant of Easement to Southern California Gas Company to install compressor equipment at the City Yard;

(2) Authorize the City Manager to execute the grant easement, in a form approved by the City Attorney, with Southern California Gas Company; and

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

CEQA: This project was determined to be a Class 2 (Replacement or Reconstruction) Categorical Exemption pursuant to CEQA Guidelines § 15302.

3-F. ACKLEY DRAINAGE IMPROVEMENTS -- AUTHORIZATION TO ADVERTISE

It is recommended that the City Council

(1) Adopt a resolution authorizing staff to advertise the Ackley Drainage Improvements; and

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

CEQA: Since the proposed work is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt pursuant to CEQA Guidelines § 15301(c).

3-G. BUS PROCUREMENT FOR SPIRIT BUS AND DIAL-A-RIDE

It is recommended that the City Council

(1) Appropriate $72,300 in Proposition A Local Returns for the purchase of two replacement vehicles;

(2) Approve the purchase through the CalAct Co-operative Procurement; and

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

CEQA: Exempt per CEQA Guidelines § 15061 (b).

[4.] PUBLIC HEARING

4-A. A REQUEST TO AMEND SPECIFIC TERMS OF A DEVELOPMENT AGREEMENT (DA-13-01) BY AND BETWEEN THE CITY OF MONTEREY PARK, THE MONTEREY PARK SUCCESSOR HOUSING AGENCY AND LINC COMMUNITY DEVELOPMENT CORPORATION, ETC., AND TO TAKE OTHER ACTION RELATED TO IMPLEMENT THE DEVELOPMENT AGREEMENT AND PRIOR HOME LOAN APPROVAL WITH LINC

It is recommended that the City Council consider

(1) Opening the public hearing;

(2) Receiving documentary and testimonial evidence;

(3) Closing public hearing;

(4) Waive first reading and introduce an Ordinance approving an amended Development Agreement between the City and LINC community Development Corporation; including approval of an Amendment to the July 22, 2013 Agreement for HOME/CHDO Funds between the City and LINC; and, approval of a purchase and sale loan between the Monterey Park Successor Housing Agency and LINC regarding the properties located at 236 S. Ramona Avenue and 321, 325, 341, and 371 E. Pomona Boulevard;

(5) Provide tentative approval of the third party financing of the Project as outlined in the amended Development Agreement; and

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

CEQA: The City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*., "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§ 15000, *et seq*., the "CEQA Guidelines"), and the City's Environmental Guidelines. This project is categorically exempt from additional environmental review pursuant to CEQA Guidelines §§ 15191, *et seq*. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

[5.] UNFINISHED BUSINESS

None.

[6.] NEW BUSINESS

6-A. RESOLUTION APPROVING AND ADOPTING THE MEMORANDA OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION FIXING THE RATE OF COMPENSATION AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR REPRESENTED EMPLOYEES FOR THE TERM JULY 1, 2014 TO JUNE 30, 2016

It is recommended that the City Council

(1) Adopt Resolution approving implementation of the Memoranda of Understanding between the City of Monterey Park and the Monterey Park Police Officers' Association (MPPOA);

(2) Authorize the expenditure of $296,047 for the 2014-2015 fiscal year, and amend the 2014-2015 Budget accordingly; and

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

CEQA: Exempt per Public Resources Code § 21080.20

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

[8.] CLOSED SESSION

None.

ADJOURN

PRESENTATIONS

City of Monterey Park

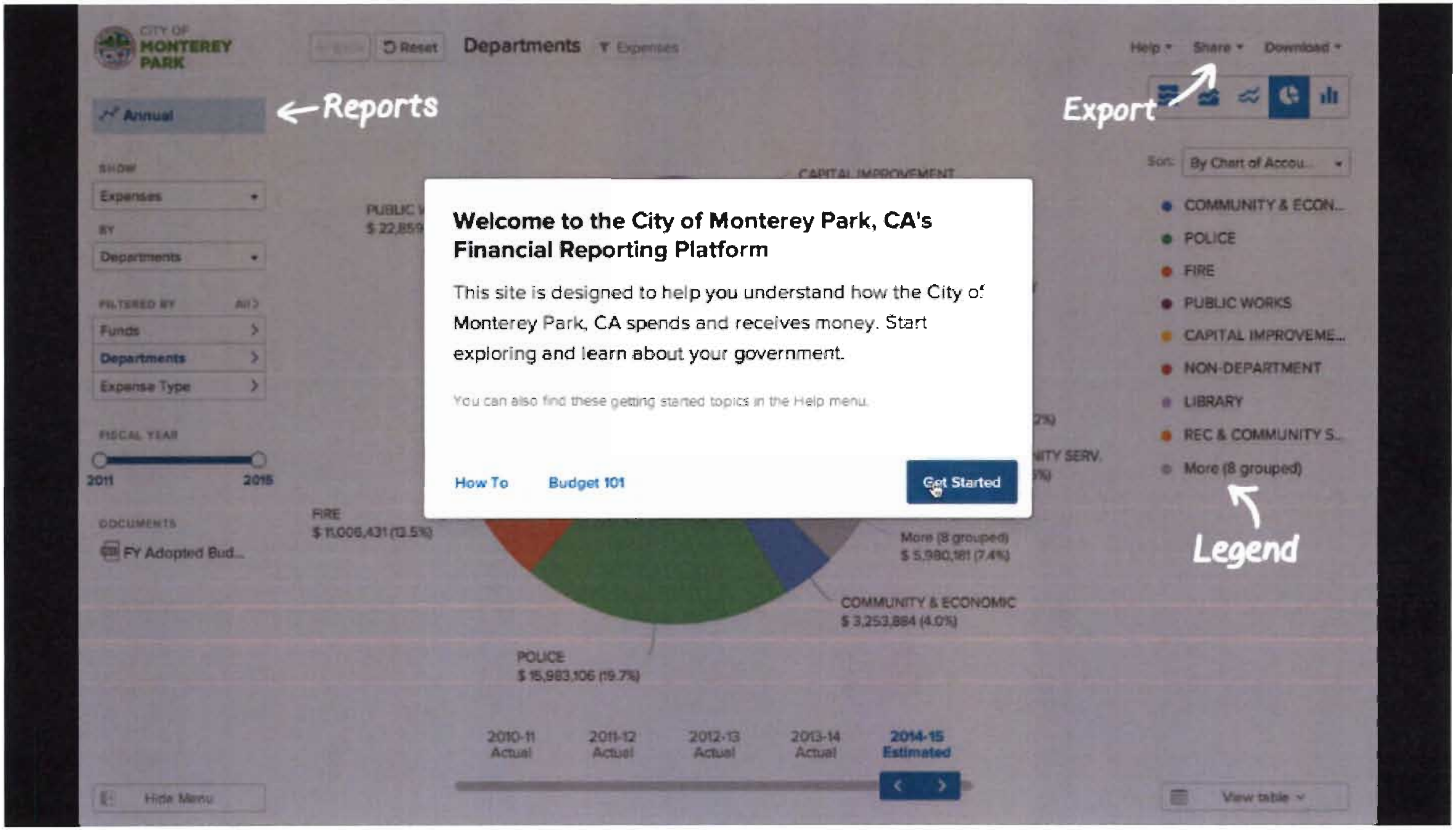
Financial Data Transparency Tool

Presented by:
OpenGov
Annie Yaung

- ***Initial View* when you first log in**
  - ***How to: Review of functionality of the site***
  - ***Budget 101: Understanding the budget***

Slide 1

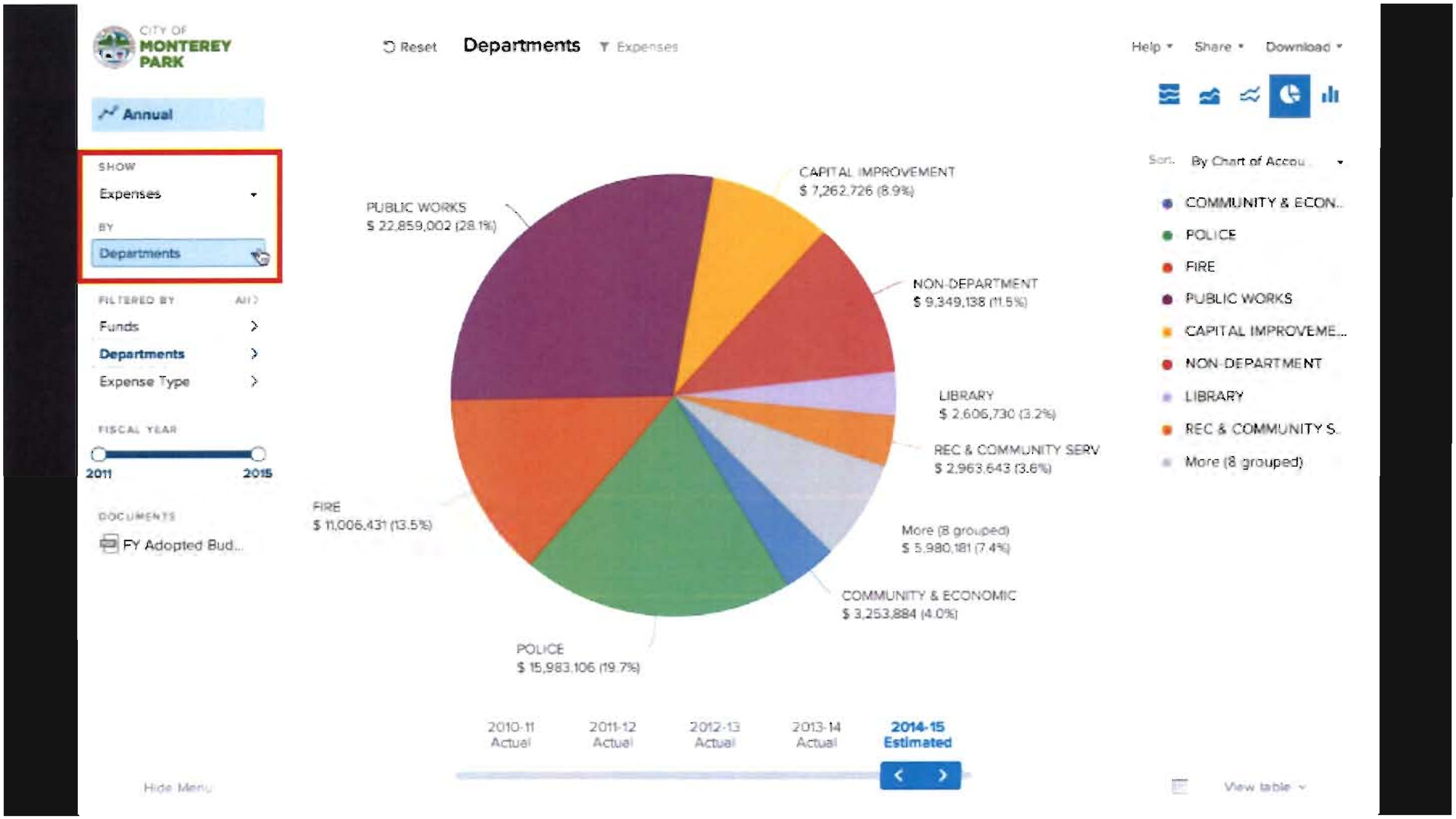
OpenGov Demonstration for Monterey Park



- ***Default View is a Pie chart by Expenses and by Department, going back from 2010-11 Actual up to 2014-15 Budget***

Slide 2

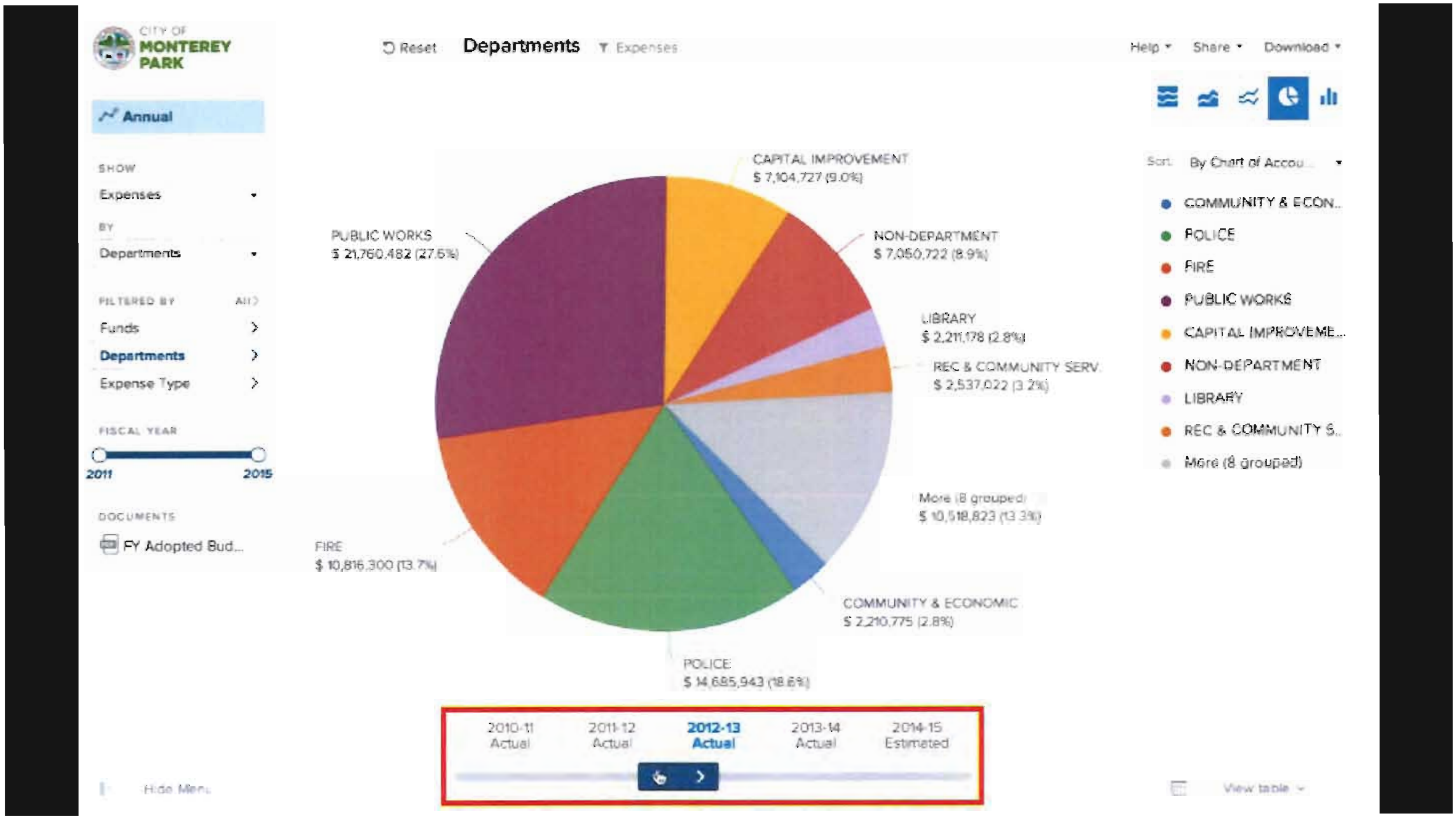
OpenGov Demonstration for Monterey Park



- *View the Year by sliding the bar on bottom*
- *Select different graphs, the default graph is a Pie graph*

Slide 3

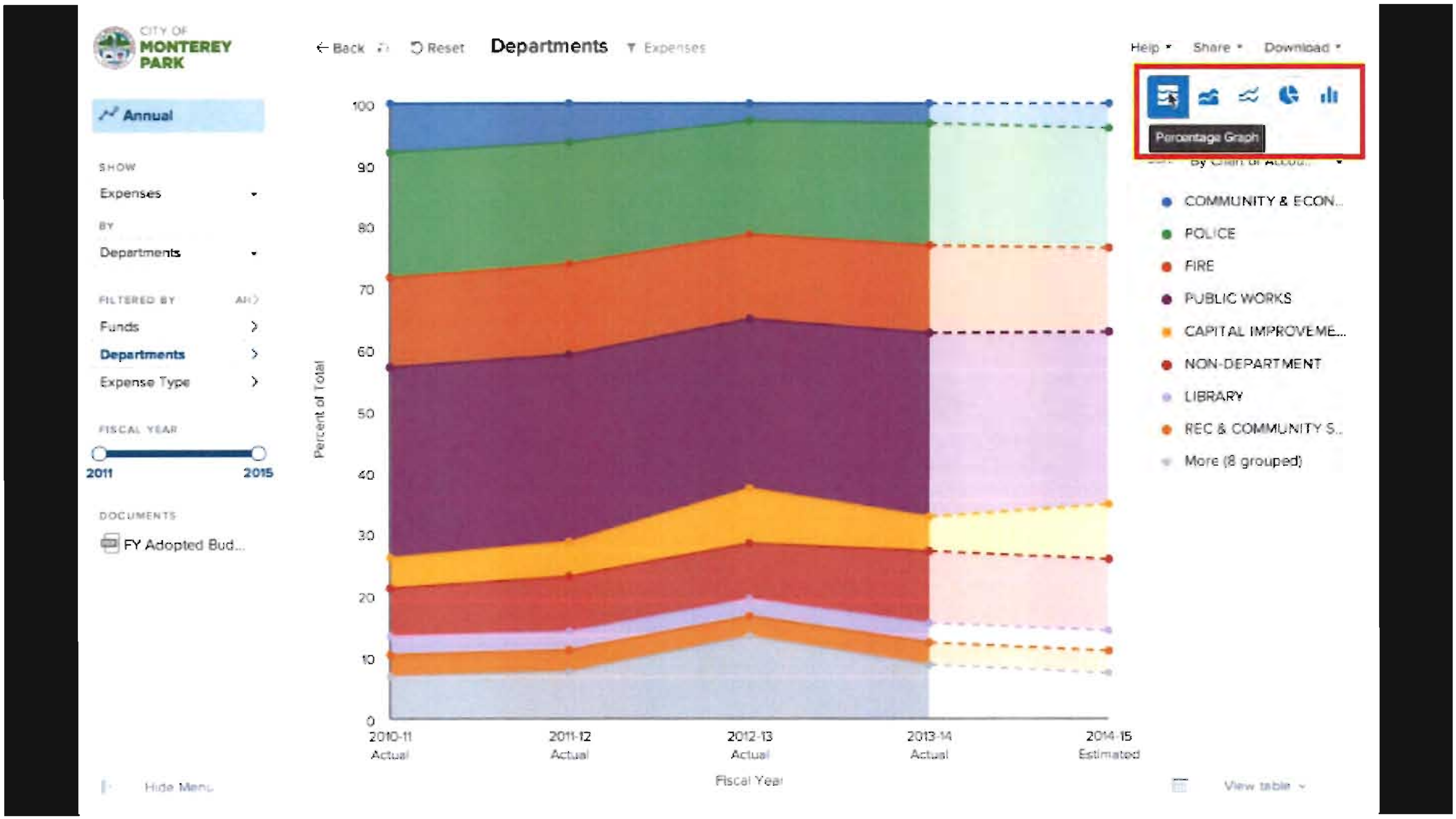
OpenGov Demonstration for Monterey Park



Percentage Graph

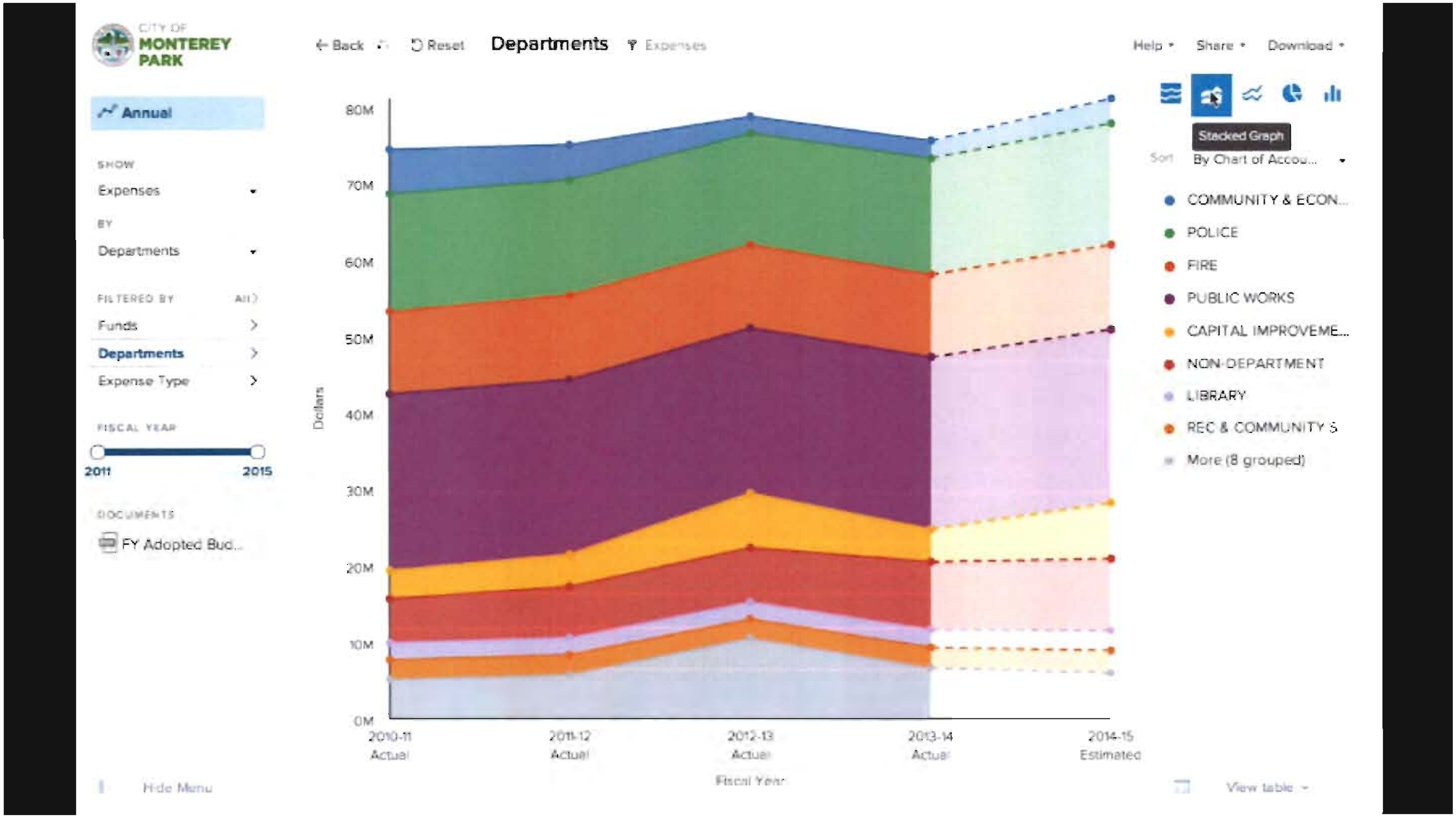
Slide 4

OpenGov Demonstration for Monterey Park



Stacked Graph

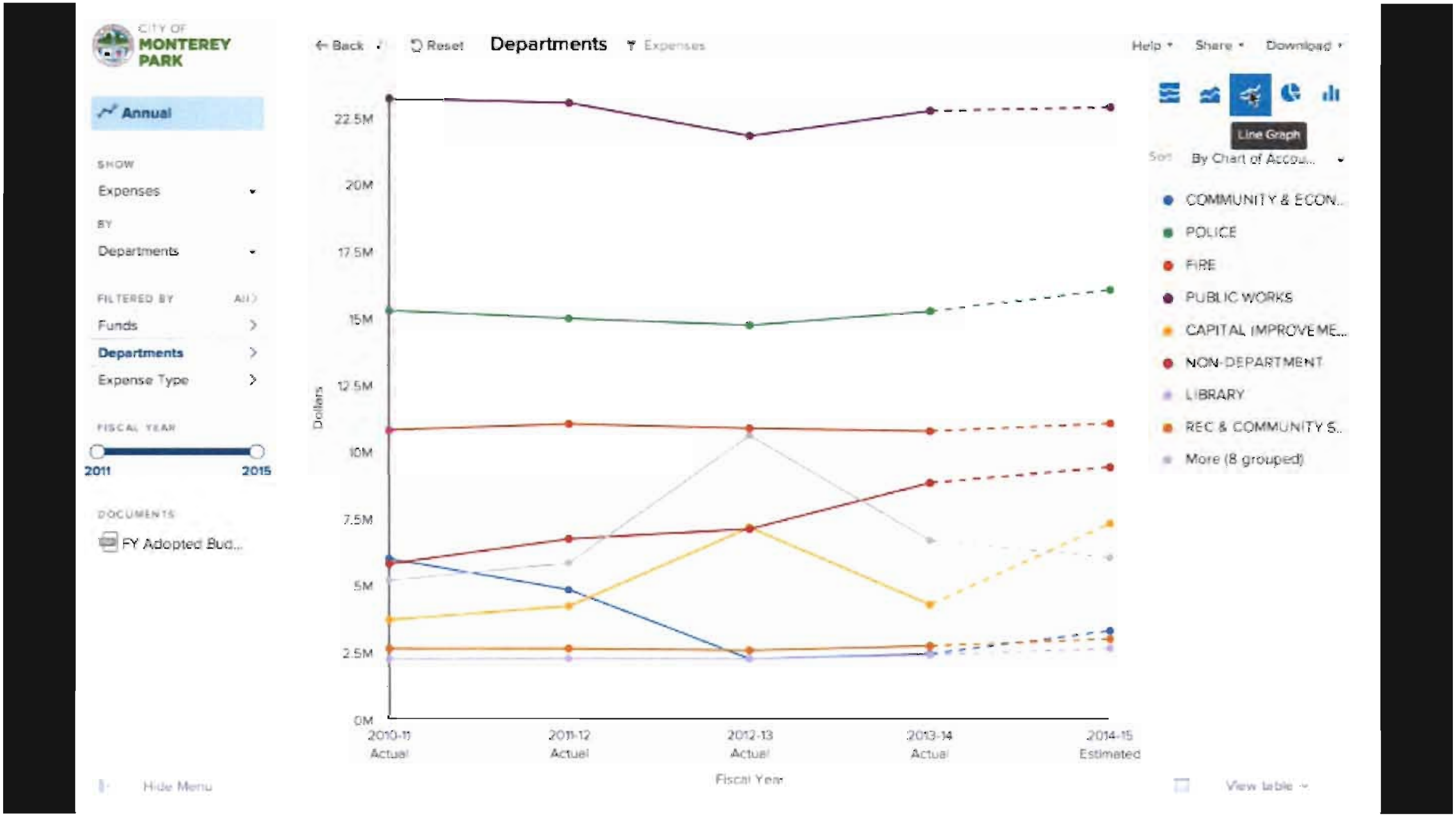
OpenGov Demonstration for Monterey Park



Line Graph

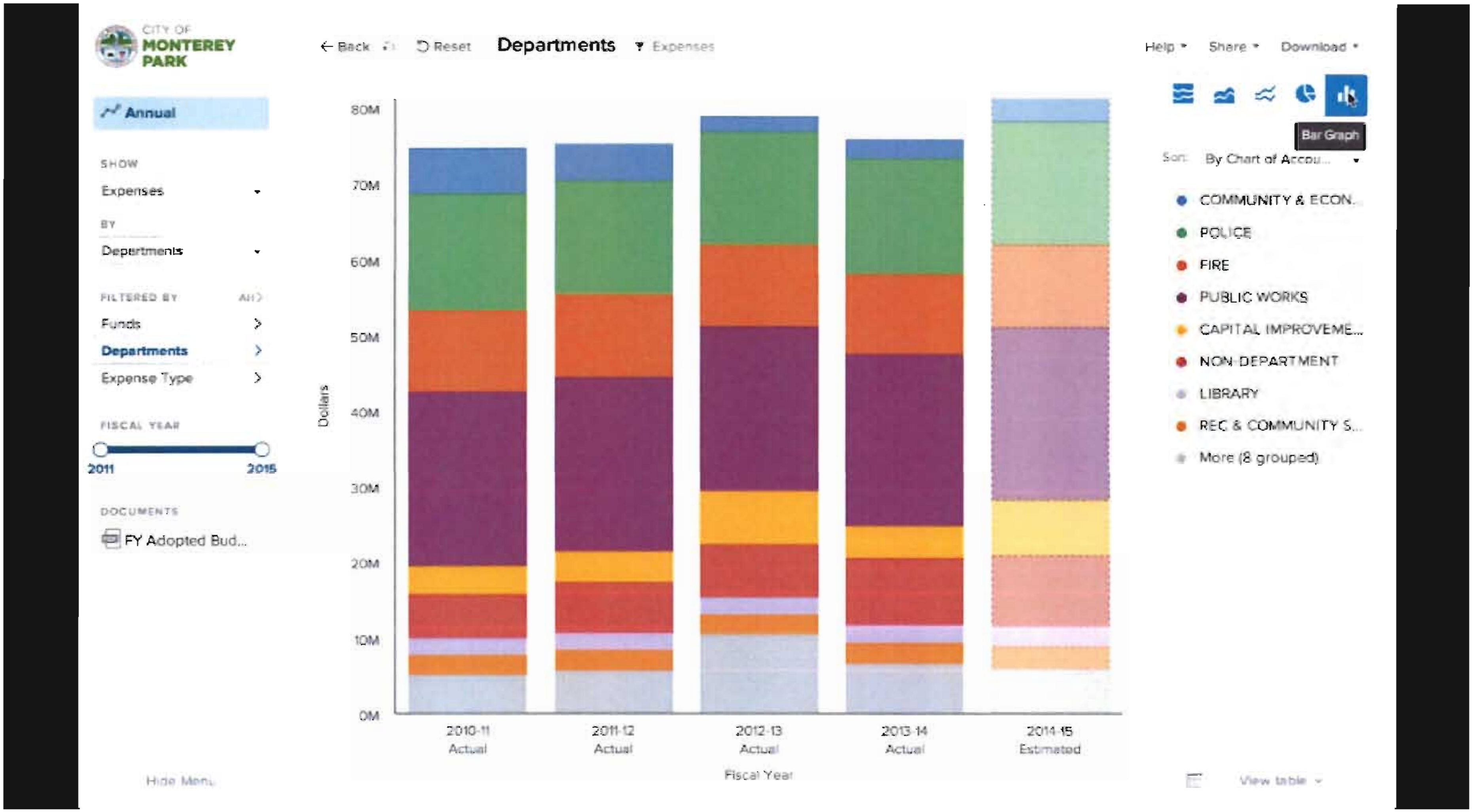
Slide 6

OpenGov Demonstration for Monterey Park



Bar Graph

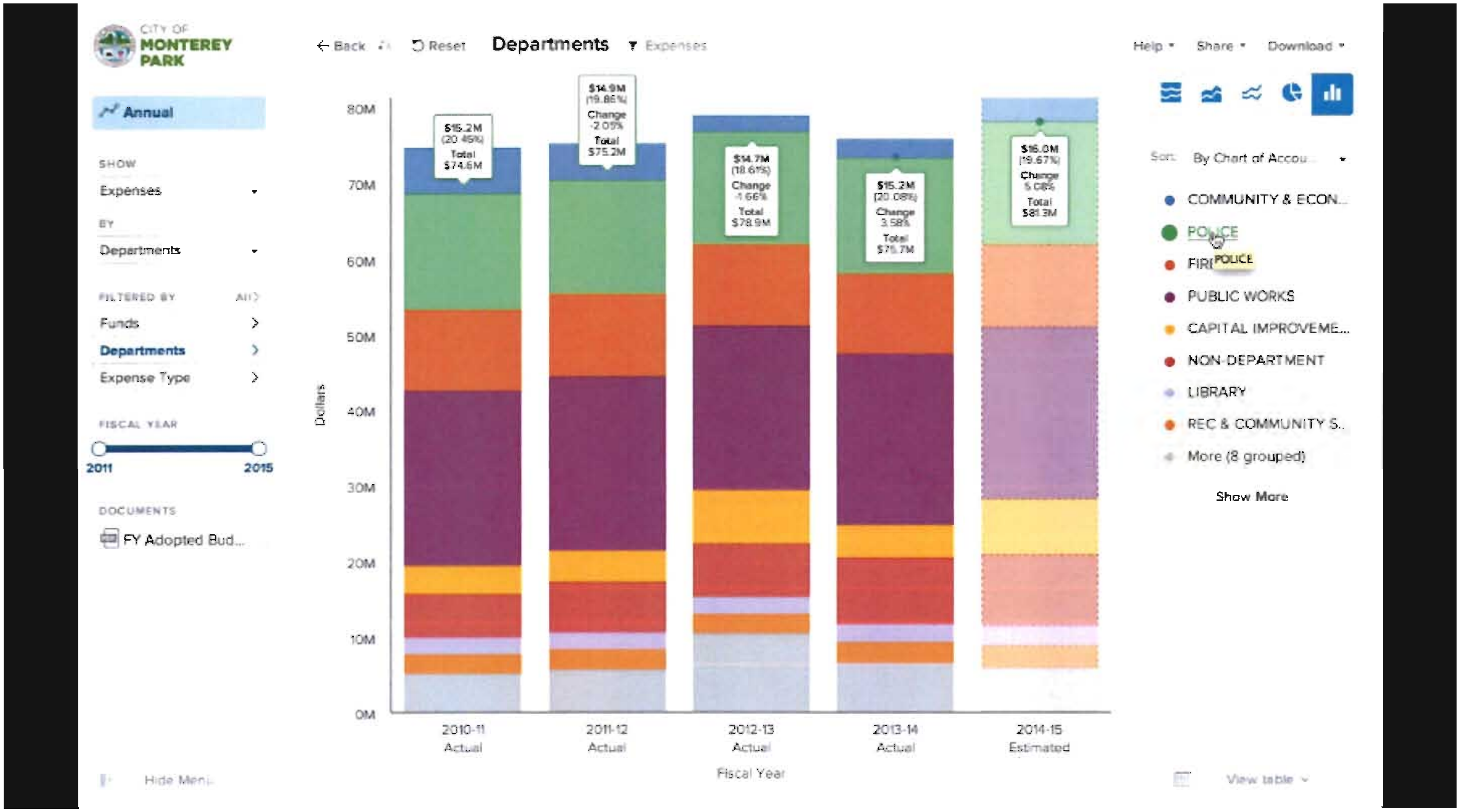
OpenGov Demonstration for Monterey Park



- *You can view expenses for each department, the percentage change as well as total amount.*

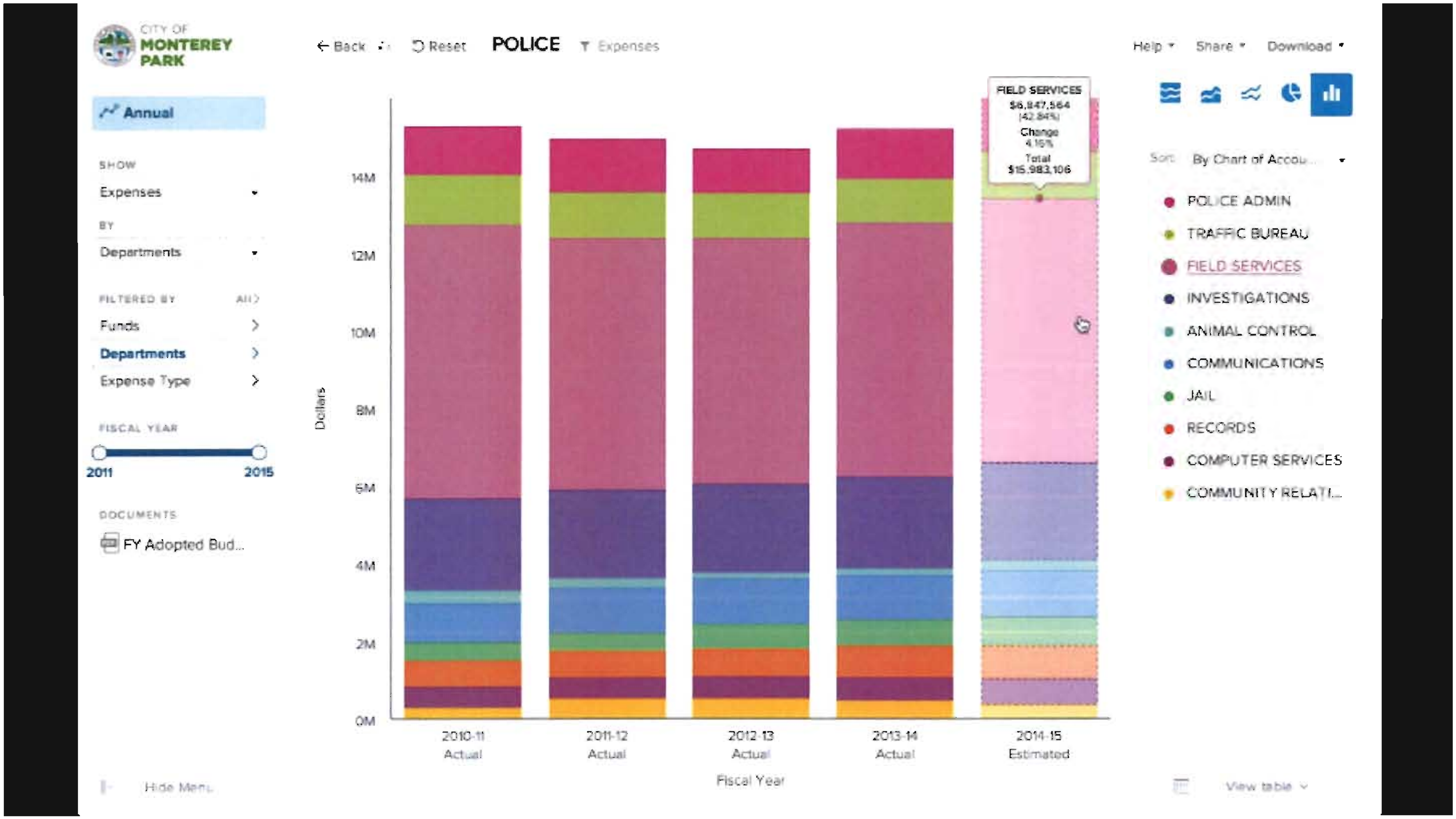
Slide 8

OpenGov Demonstration for Monterey Park



- ***To view <u>Field Services</u> under Police Department***

OpenGov Demonstration for Monterey Park



- ***Any time you can scroll down to see a table view for detailed numbers of the above chart.***
- ***Use "Reset" button to go back to the default view***

Slide 10

OpenGov Demonstration for Monterey Park

CITY OF MONTEREY PARK

Annual

SHOW

Expenses

BY

Expense Type

FILTERED BY

Funds

Departments

Expense Type

FISCAL YEAR

2011 2015

DOCUMENTS

FY Adopted Bud...

Hide Menu

← Back Reset **Expenses** FIELD SERVICES Help Share Download

View table

	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Actual	2014-15 Estimated
SALARIES	$ 4,425,706	$ 3,991,837	$ 4,050,758	$ 4,161,941	$4,218,864
EMPLOYEE BENEFITS	2,159,038	2,170,568	1,952,181	2,026,309	2,229,249
OFFICE SUPPLIES	160,835	70,937	79,366	98,020	93,009
OPERATING SUPPLIES	410	862	91	0	2,500
R/M SUPPLIES	210	45	7	150	300
SMALL TOOLS	0	21	64	76	100
CONTRACTED SERVICES	1,727	654	0	0	5,000
COMMUNICATIONS	33	0	0	44	200
MOTOR POOL CHARGES	314,608	262,173	262,108	262,061	270,142
R/M CONTRACTUAL	741	20,911	19,893	25,452	27,700
MISCELLANEOUS	533	93	198	235	500
Total	$ 7,063,841	$ 6,518,101	$ 6,364,666	$ 6,574,288	$6,847,564

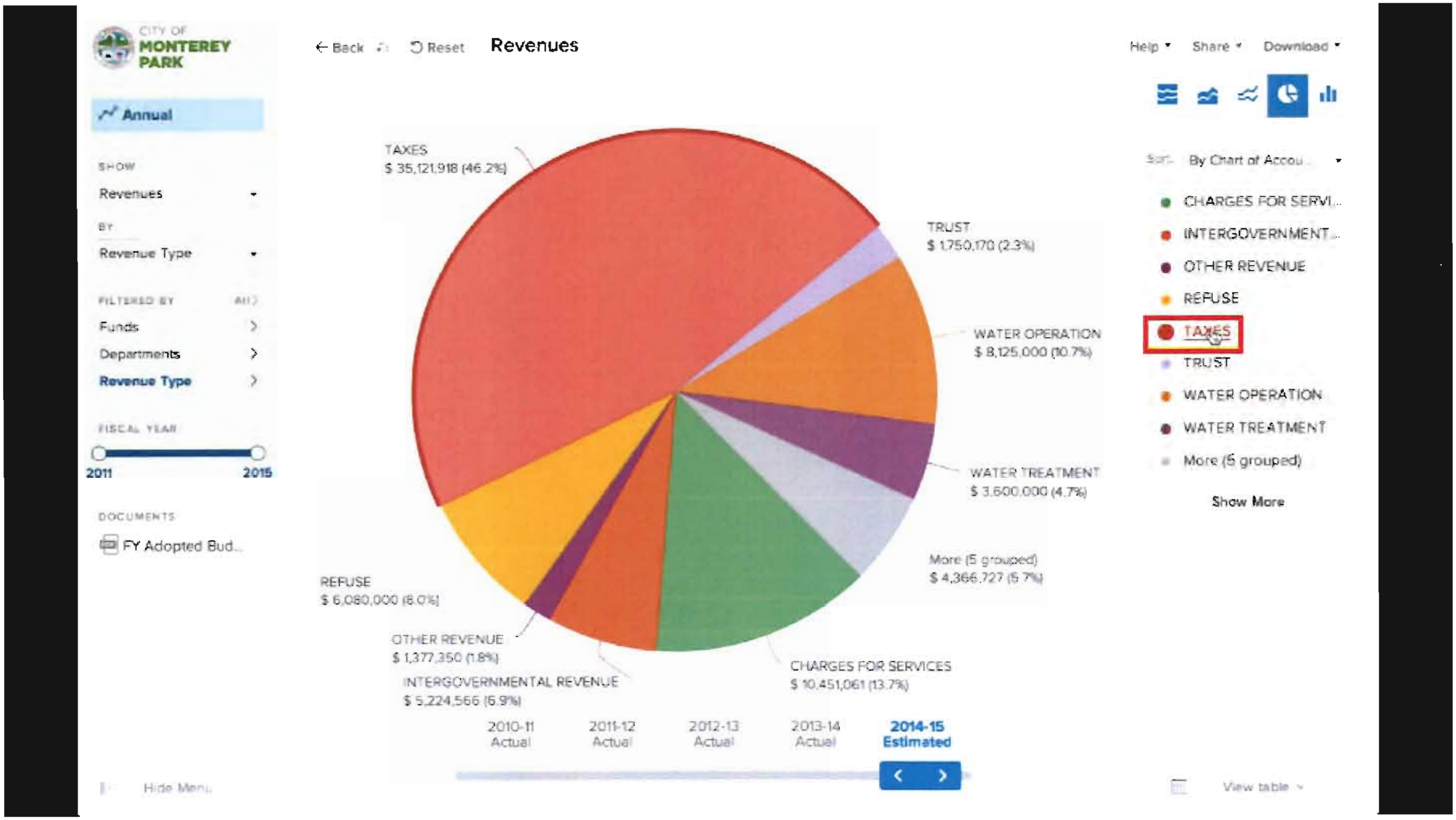
- *Change "Show" to "Revenues"*
- *Select "Revenue Type"*

Slide 11

OpenGov Demonstration for Monterey Park

- *You can choose Revenue Type to view detailed data.*

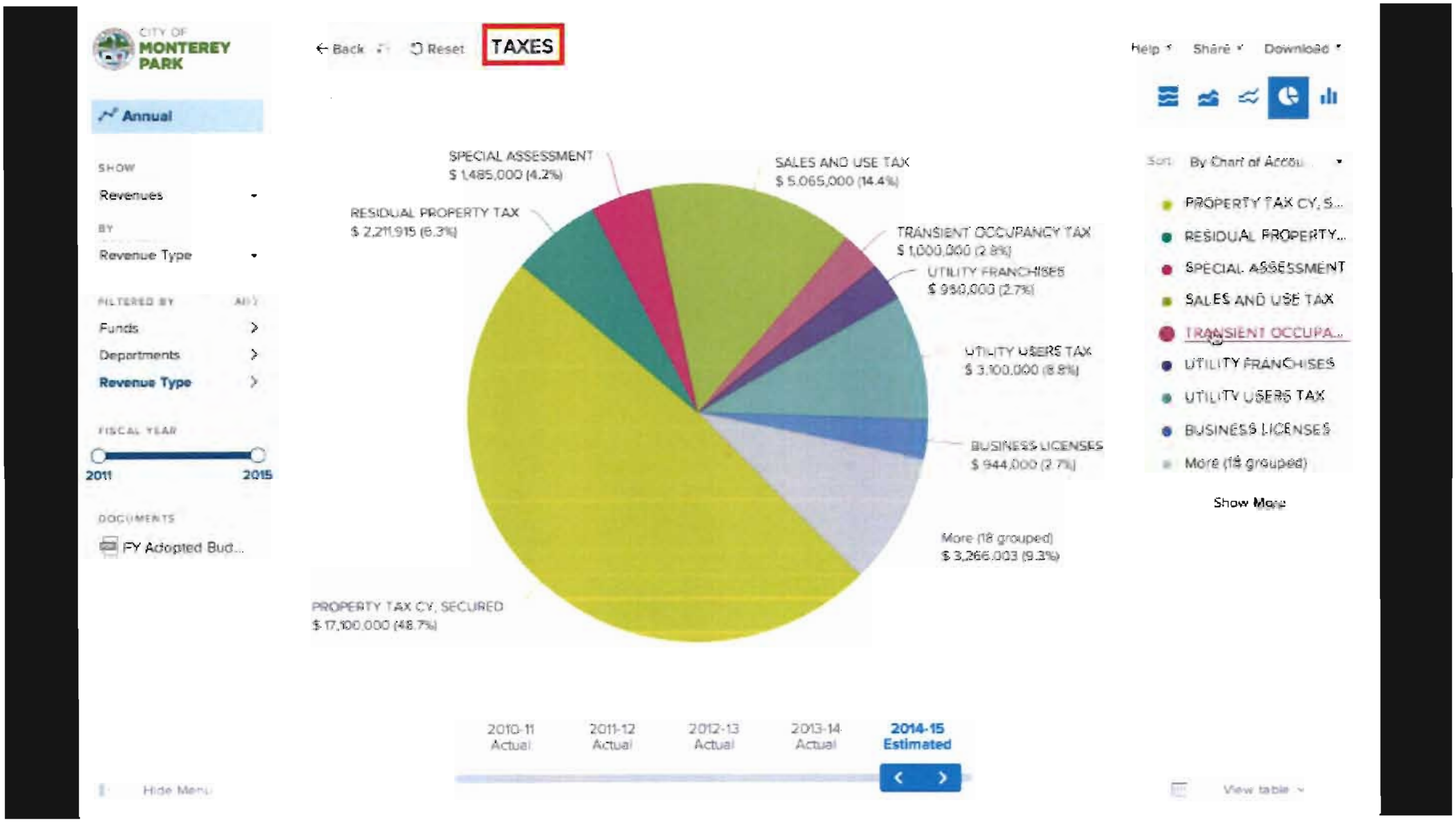
OpenGov Demonstration for Monterey Park



- ***Under "Taxes," there are various tax categories in deriving the tax revenue.***

Slide 13

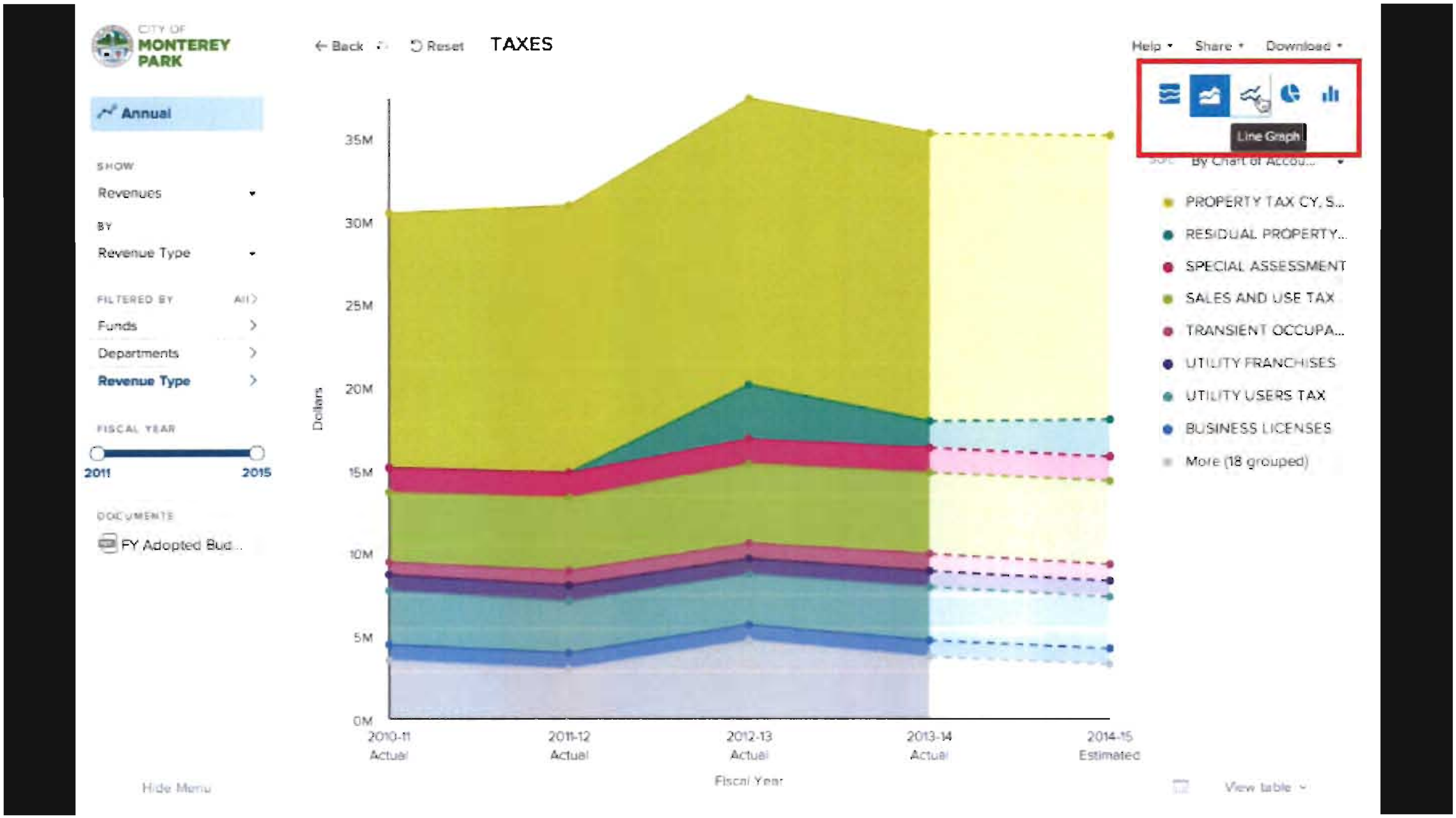
OpenGov Demonstration for Monterey Park



• *As always, you can modify your graph.*

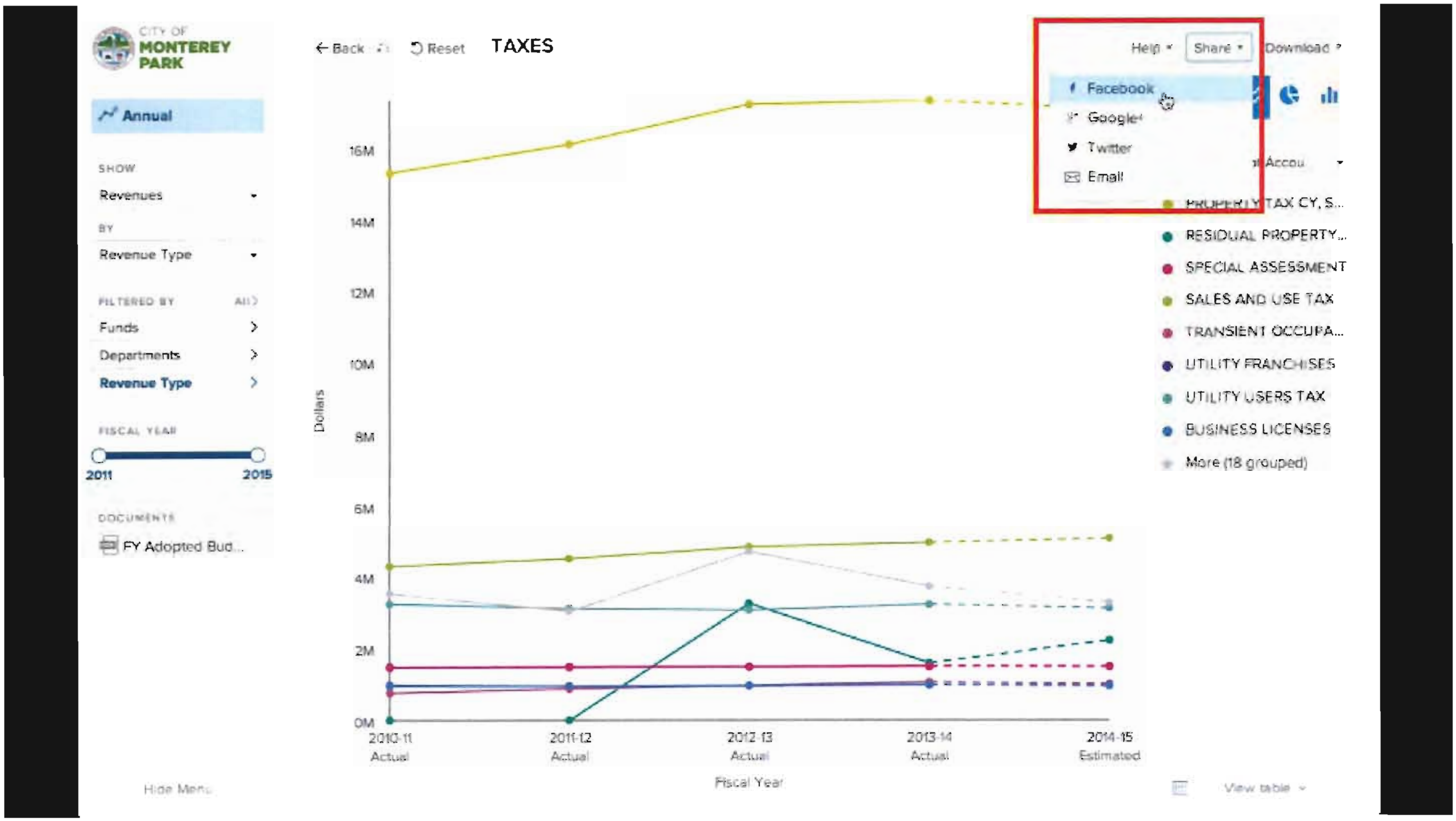
Slide 14

OpenGov Demonstration for Monterey Park



- ***You can share your selections through social media or by email.***

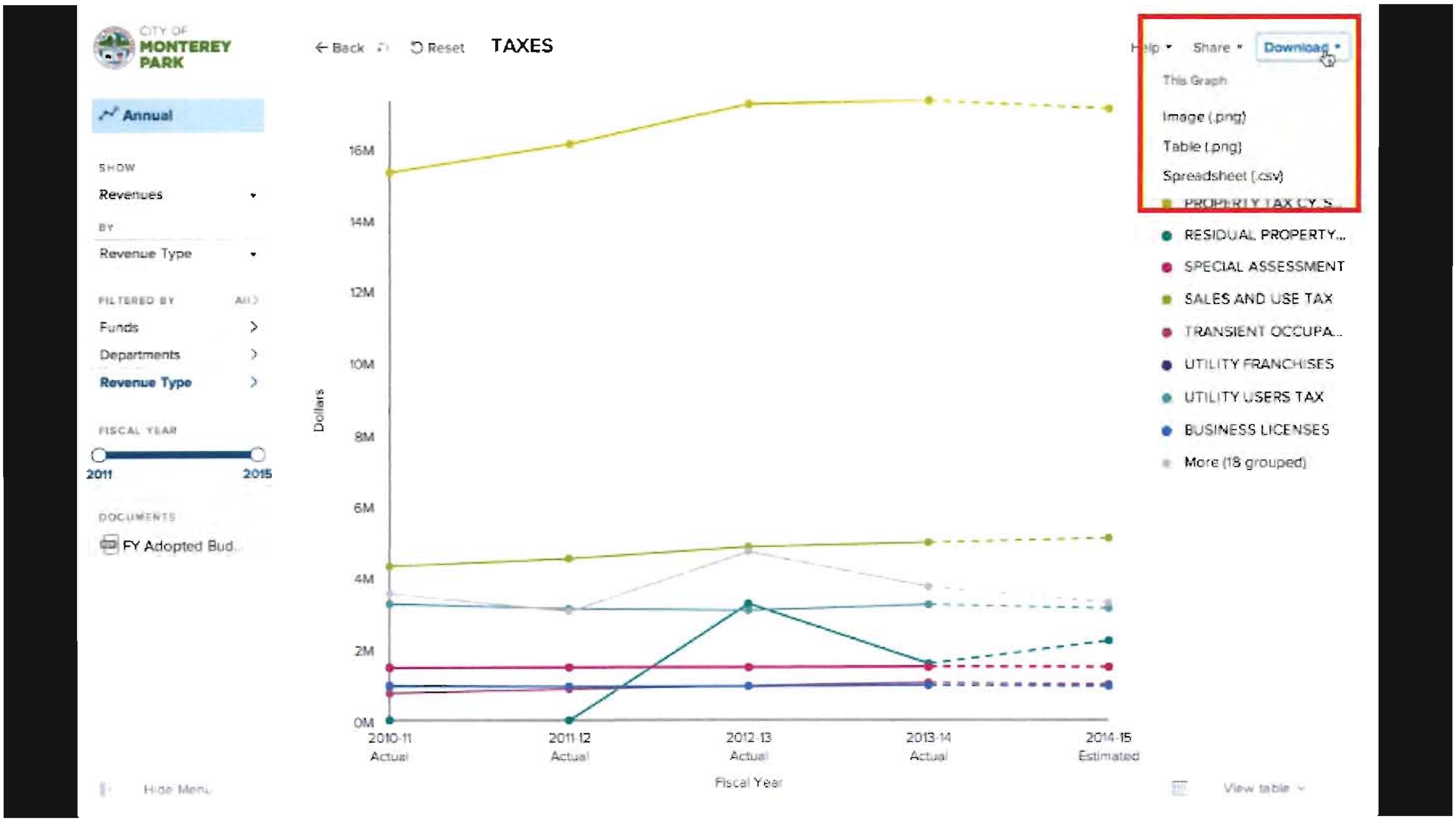
OpenGov Demonstration for Monterey Park



- ***You can download the selection in image, table, or spreadsheet.***

Slide 16

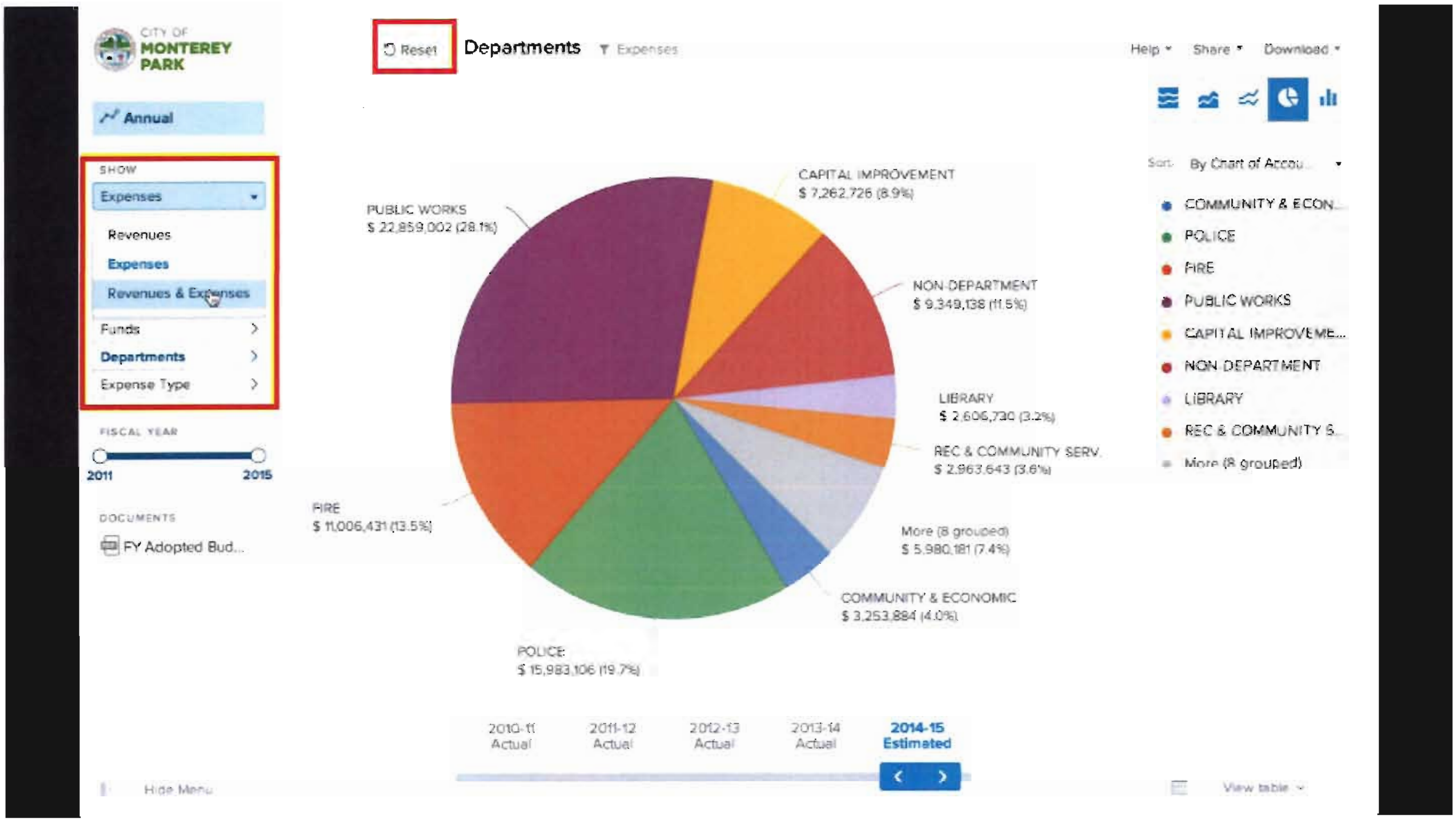
OpenGov Demonstration for Monterey Park



- ***Click on "Reset" button***
- ***Select "Show" to "Revenues & Expenses"***

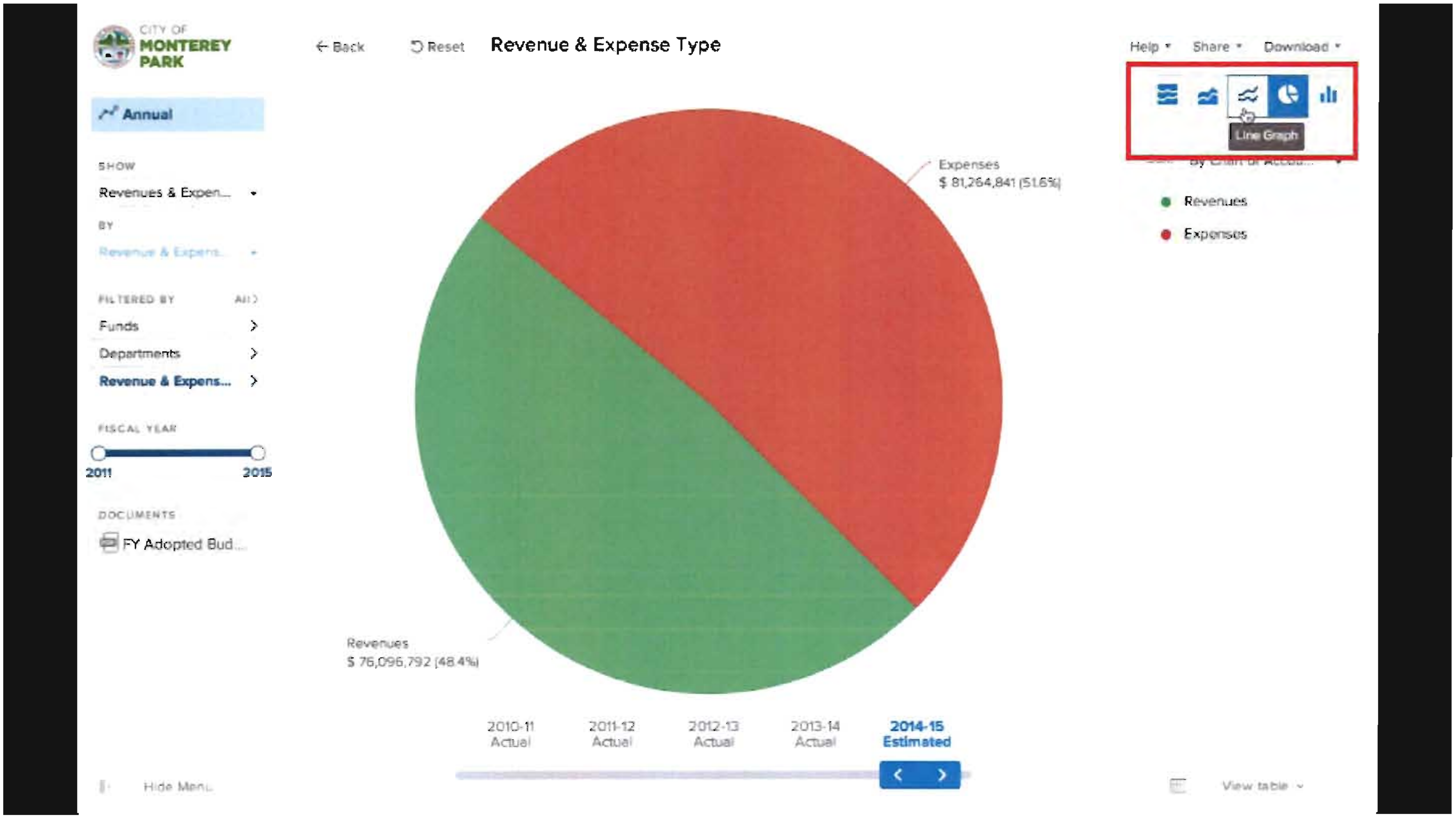
Slide 17

OpenGov Demonstration for Monterey Park



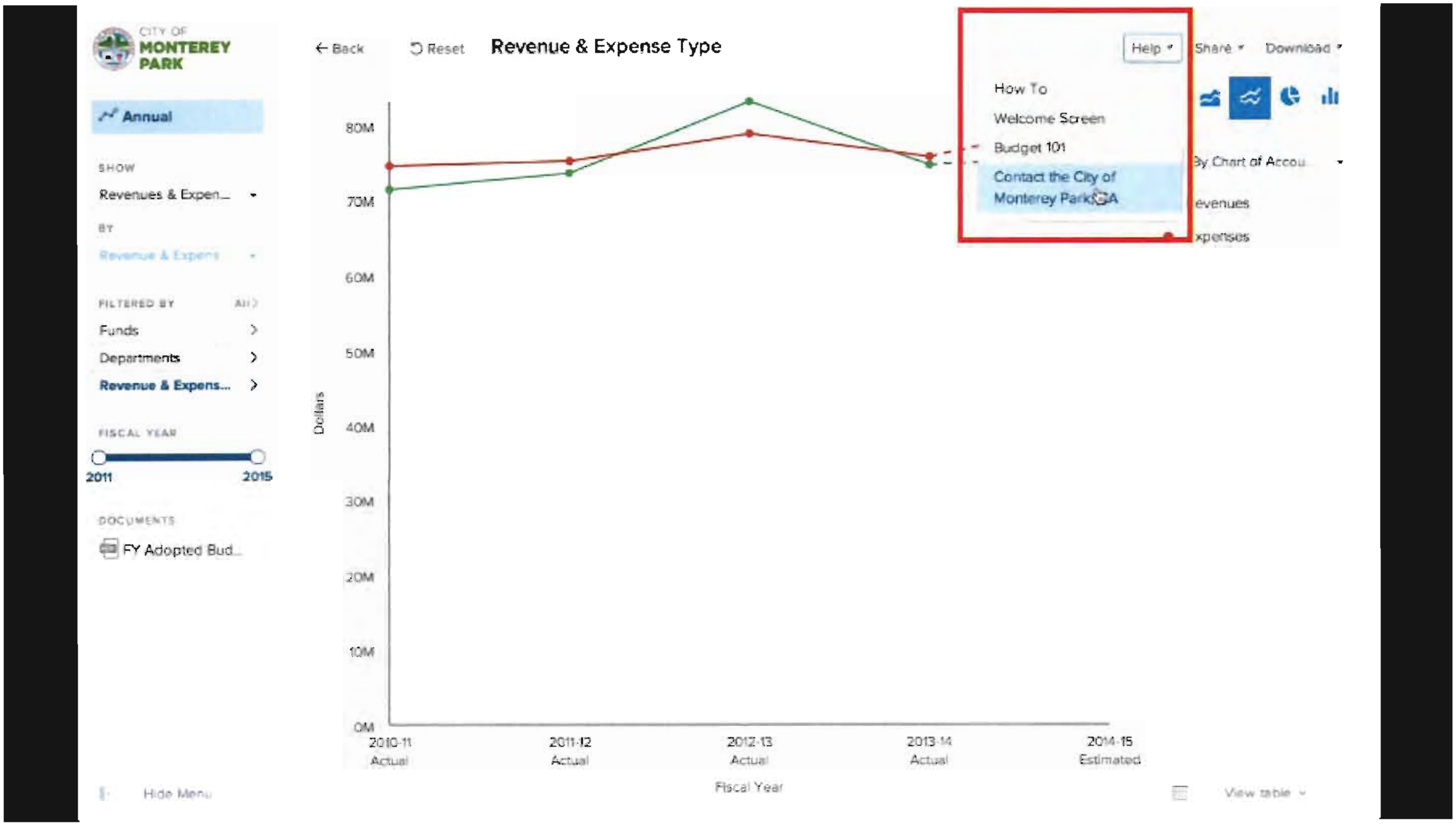
- ***Here is the Revenues & Expenses graph***
- ***You can modify the graph to Line graph***

OpenGov Demonstration for Monterey Park



You can use the "Help" dropdown to learn more information, such as: How to, Welcome Screen, Budget 101, and Contact.

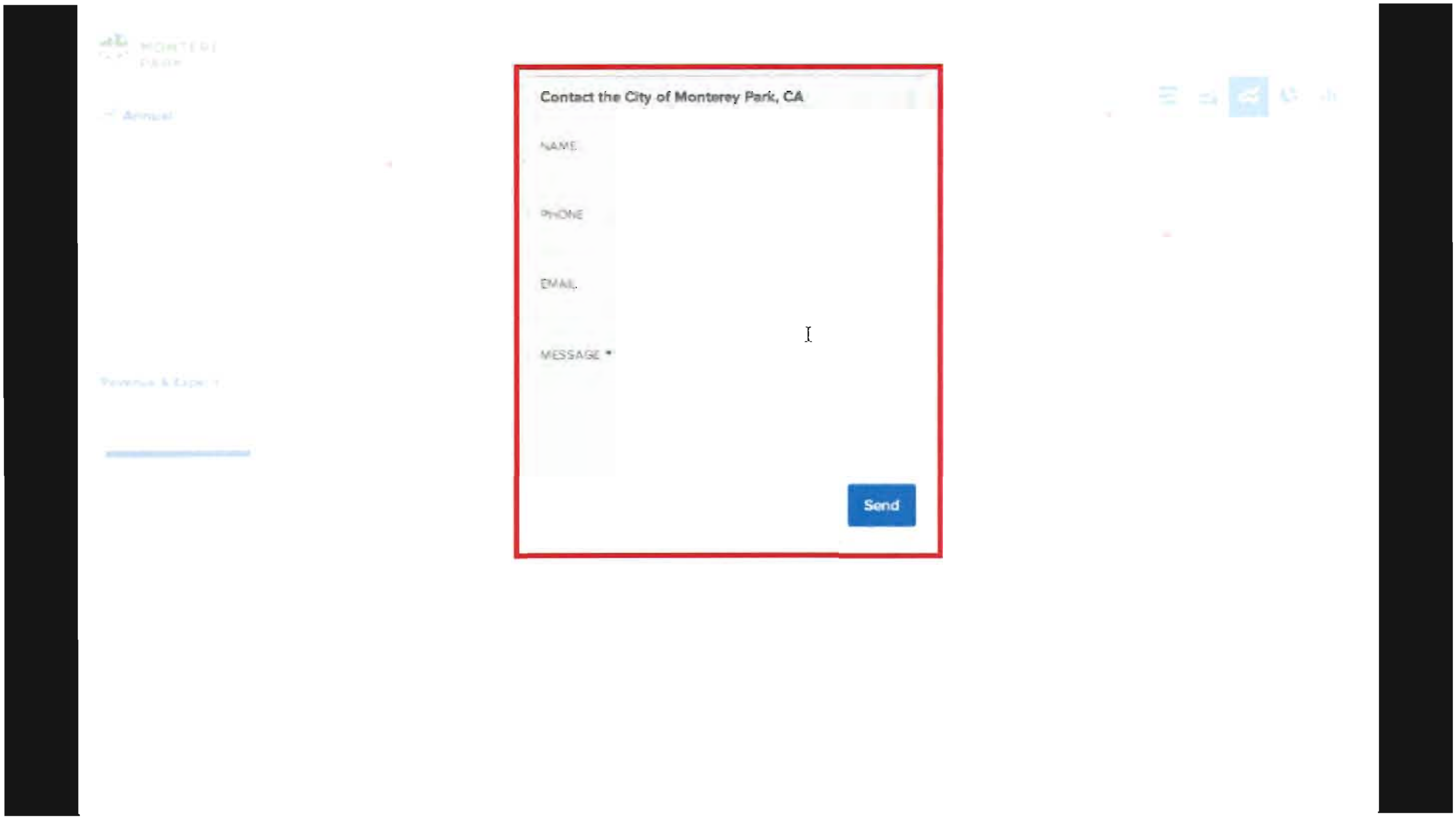
OpenGov Demonstration for Monterey Park



- ***Citizens can contact the City to ask questions about data in the graphs.***

Slide 20

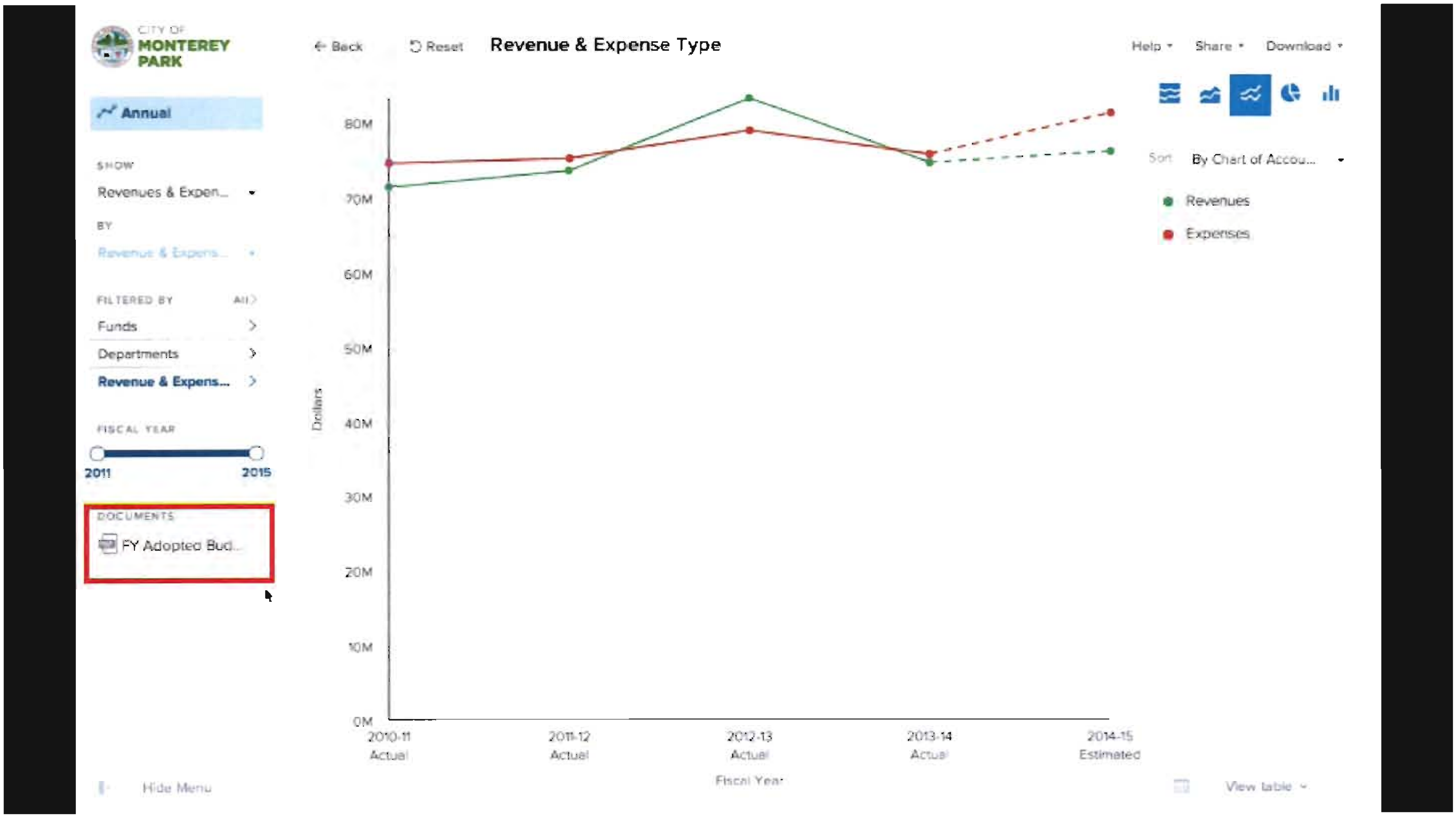
OpenGov Demonstration for Monterey Park



- ***Current Adopted Budget can be viewed from the site.***

Slide 21

OpenGov Demonstration for Monterey Park



City of Monterey Park

Financial Data Transparency Tool

The End

ORAL AND WRITTEN COMMUNICATIONS

City Council Staff Report

DATE: **January 7, 2015**

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
January 7, 2015

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 **December 17, 2014 and January 7, 2015 totaling $206.37** 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 **259-261.**

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 **$206.37.**

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
17TH DAY OF DECEMBER 2014 & 7TH DAY OF JANUARY 2015
TOTALING $206.37 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		$	143.87
Merged Project Projects			62.50
	Total	$	206.37

PASSED, APPROVED AND ADOPTED THE 7TH DAY OF JANUARY 2015.

Hans Liang, 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 7th day of January 2015 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 12/17/2014

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HENSLEY LAW GROUP	0860-801-1203-31600	62.50	LEGAL-SUCCESSOR AGENCY		259	
	0870-801-1203-31600	62.50	LEGAL-SUCCESSOR AGENCY		259	
						125.00
	TOTAL FOR PREPAID WARRANTS					125.00

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 12/17/2014

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
NATIONAL CONSTRUCTION RENTALS	0860-801-1203-31100	66.06	FENCE RENTAL		260	
						66.06
TOTAL FOR PRINTED WARRANTS						66.06

TOTAL FOR PREPAID WARRANTS	125.00
TOTAL FOR PRINTED WARRANTS	66.06
TOTAL WARRANTS	191.06
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	1
TOTAL CHECKS PRINTED	1
TOTAL CHECKS ISSUED	2

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 12/17/2014
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	62.50	66.06	128.56
0870	MERGED CAPITAL PROJECTS	62.50	0.00	62.50
	TOTAL	**125.00**	**66.06**	**191.06**

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/07/2015

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0860-801-1203-32050	15.31	INTERNET/PHONE SERVICE		261	
						15.31
	TOTAL FOR PREPAID WARRANTS					15.31

TOTAL FOR PREPAID WARRANTS	15.31
TOTAL FOR PRINTED WARRANTS	0.00
TOTAL WARRANTS	15.31
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	1
TOTAL CHECKS PRINTED	0
TOTAL CHECKS ISSUED	1

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/07/2015
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	15.31	0.00	15.31
	TOTAL	15.31	0.00	15.31

City Council Staff Report

DATE: January 7, 2015

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

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, CPFO, Controller

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

•	Successor Agency (SA) Savings	$ 5,626,637.31
•	Successor Agency (SA) Checking	5,940,610.51
•	Successor Agency (SA) RORF	1,058,969.79
	Total	$ 12,626,217.61

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: January 7, 2015

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 meetings of November 19, 2014 and regular meetings of December 3, 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:

Stephanie Montoya
Minutes Clerk

Approved By:

Paul L. Talbot
City Manager

Attachments: November 19, 2014 (Regular) and December 3, 2014 (Regular)

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
NOVEMBER 19, 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, November 19, 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 Liang called the meeting to order at 7:03 p.m.

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

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

ALSO PRESENT: City Manager Talbot, City Attorney Hensley, Public Works Director/Assistant City Manager Bow, Police Chief Smith, Fire Chief Haberle, Community and Economic Development Director Huntley, City Librarian Arvizu, Management Services Director Thai, Recreation and Community Services Director Costley, Controller Yaung, Deputy City Clerk Trang, Economic Development Specialist Ramirez.

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

1. **PRESENTATIONS:** None

ORAL AND WRITTEN COMMUNICATIONS

- Vivian Romero, Council Member for the City of Montebello, requested a partnership between the City of Montebello and the City of Monterey Park to collaborate on efforts to clean up, repave and beautify the areas along the SR-60 freeway.

- Sam Cheung, on behalf of the American Legion Post 397, announced this year's upcoming holiday events and fundraisers including: A Toy Drive and Cards for Veterans from November 20 thru December 15, 2014; the USC vs. UCLA Potluck on November 22; a Thanksgiving Luncheon for Veterans on November 27; and the Annual Kid's Christmas Party for Veterans on December 20, 2014.

- Shirley Hwong, stated that due to a misunderstanding, she announced her resignation from the Community Participation Commission.

- Mary Ann Garcia-Barlow and Carol Sullivan announced their resignation from the Community Participation Commission.

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 Wong and seconded by Mayor Pro Tem Chan, motion carried by the following vote:

Ayes:	Council Members:	Wong, Real Sebastian, Ing, Chan, Liang
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 NOVEMBER 19, 2014

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements. Exempt per CEQA Guidelines § 15061 (b).

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, approved the payment of warrants and adopted Resolution No. SA – 83 of the Successor Agency (SA) to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated November 19, 2014 totaling $341.06 and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. SA – 83, entitled:
A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED NOVEMBER 19, 2014 TOTALING $341.06 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2B. SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT AS OF OCTOBER 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. Exempt per CEQA Guidelines § 15061 (b).

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, received and filed the investment report as of October 2014 on Consent Calendar.

2C. SUCCESSOR AGENCY MINUTES

Approval of Minutes from the regular meeting of October 15, 2014 of the Successor Agency to the former Monterey Park Redevelopment Agency. Exempt per CEQA Guidelines § 15061 (b).

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, approved the minutes from the regular meeting of October 15, 2014 on Consent Calendar.

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

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
DECEMBER 3, 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, December 3, 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 Liang called the meeting to order at 7:04 p.m.

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

ROLL CALL:
Secretary Cho called the roll:
Council Members Present: Wong, Real Sebastian, Ing, Chan, Liang
Council Members Absent: None

ALSO PRESENT: City Attorney Hensley, City Treasurer Leon, Public Works Director/Assistant City Manager Bow, Police Chief Smith, Fire Chief Haberle, Human Resources Director Cody, Community and Economic Development Director Huntley, Management Services Director Thai, Recreation and Community Services Director Costley, City Librarian Arvizu, Controller Yaung, Principle Management Analyst Ho.

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

1. **PRESENTATIONS:** None.

ORAL AND WRITTEN COMMUNICATIONS

- Alexis Rojas, Francesca Terramani and Kyleigh Onishi, Girl Scouts from Troop 3551, spoke of their love for animals and encouraged the community to join their efforts to support the San Gabriel Human Society.

- Edward M. Brogan, a long time resident of Monterey Park spoke about his opposition against the water rate increases and requested that financial assistance be available for senior citizens.

- Bob Tam and Teresa Wang, representatives from the Monterey Park Snow Village committee, invited the community to join in and participate in the holiday festivities on December 5, 2014.

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

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

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

Ayes:	Council Members:	Wong, Real Sebastian, Ing, Chan, Liang
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 NOVEMBER 5, 2014

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements. CEQA: Exempt per CEQA Guidelines § 15061 (b).

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved the payment of warrants and adopted Resolution No. SA-84 of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated December 3, 2014 totaling $15.31 and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. SA-84, entitled:
A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 3RD DAY OF DECEMBER 2014 TOTALING $15.31 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2B. SUCCESSOR AGENCY MINUTES

Approval of Minutes from the special meeting of November 3, 2014, regular meeting of November 5, 2014 and the special meeting of November 15, 2014 of the Successor Agency to the former Monterey Park Redevelopment Agency. Exempt per CEQA Guidelines § 15061 (b).

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, approved the minutes from the special meeting of November 3, 2014, regular meeting of November 5, 2014 and the special meeting of November 15, 2014 on Consent Calendar.

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

City Council Staff Report

DATE: January 7, 2015

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 **January 7, 2015**

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 **December 17, 2014 and January 7, 2015 totaling $1,419,692.41** 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 **301942-302358.**

.

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 **$1,419,692.41.**

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 17TH DAY OF DECEMBER 2014 & 7TH DAY OF JANUARY 2015 TOTALING $1,419,692.41 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	$	337,107.65
Retirement Fund		900.00
State Gas Tax Fund		8,452.44
Sewer Fund		22,324.27
Refuse Fund		453,932.36
City Shop Fund		108,482.90
General Liability Fund		1,261.83
Technology Internal Service Fund		3,259.00
Payroll Clearing Account		11,014.67
Park Facilities Fund		11,063.06
Public Safety Impact Fee		1,440.00
Special Deposits Fund		34,736.86
Business Improvement Area #1		8,747.68
Workers Comp. Fund		6,866.67
Water Fund		135,402.51
Water Treatment Fund		73,599.86
OPA Proposition A		(267.77)
Measure R Fund		7,053.93
Library Tax Fund		853.33
POST		624.82
Home Housing Program		352.50
Recreation Fund		12,889.81
Asset Forfeiture		27,206.48
Cal Library Literacy Svc Grant		498.58
Prop C		59,804.23
CDBG Fund		134.71
Maintenance District 93-1		6,134.46
Prop A - Per Parcel Grant		1,409.00
Used Oil Recycling Block Grant		596.25
Used Oil Competitive Grant		19,097.50
Selective Traffic Enformcement		789.36
Maintenance Grant (075)		4,712.40
ELAC Instructional Serv Prog		437.48
Nursery Rhyme App Grant		430.00
Literacy Trust Grant		343.35
MTA S Garfield Transit Village		5,267.08
Tree Planting County Grant		1,800.00
LA County Open Space Grant		35,971.65
City/Housing Successor Agency		14,961.50
TOTAL	$	1,419,692.41

PASSED, APPROVED AND ADOPTED THE 7TH DAY OF JANUARY 2015.

Hans Liang, Mayor
City of Monterey Park, California

ATTEST

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

RESOLUTION NO.
Page 2

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

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Monterey Park at a regular meeting held on the 7th day of January 2015 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

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 12/17/2014

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ACCOUNTEMPS	0010-801-1403-31950	740.16	TEMPORARY STAFFING SERVICES		301942	
						740.16
	0010-801-1403-31950	740.16	TEMPORARY STAFFING SERVICES		301963	
	0010-801-1403-31950	300.69	TEMPORARY STAFFING SERVICES		301963	
						1,040.85
ROBERTO A AGUIRRE	0010-801-6508-31990	97.69	SNOW VILLAGE SUPPLIES		301943	
	0075-450-0075-08500	49.95	SNOW VILLAGE SUPPLIES (TRUST)		301943	
	0010-801-1101-39250	172.95	SNOW VILLAGE SUPPLIES		301943	
	0010-801-6508-31990	1,200.27	VOLUNTEER BANQUET SUPPLIES		301943	
	0010-801-6502-31150	600.09	BARNES GYM SUPPLIES		301943	
						2,120.95
ANTHEM BLUE CROSS	0010-801-5102-12330	7,493.64	12/14-1/15 MEDICAL INSURANCE		301944	
						7,493.64
ARCTIC GLACIER U.S.A., INC.	0075-450-0075-08530	1,613.20	SNOW FOR SNOW VILLAGE (TRUST)		301945	
						1,613.20
AT & T	0010-801-3112-32050	288.55	PHONE SERVICE		301946	
	0022-801-4206-32050	605.68	PHONE SERVICE		301946	
	0092-801-4222-32050	112.87	PHONE SERVICE		301946	
						1,007.10
CALIFORNIA FITNESS SOURCE INC	0010-801-5002-91746	5,020.35	LANGLEY FITNESS EQUIPMENT	90476	301964	
						5,020.35
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	85.67	WATER SERVICE		301947	
						85.67
	0092-801-4222-36300	704.36	WATER SERVICE		301965	
						704.36
CHARTER COMMUNICATIONS	0010-801-3230-32050	130.00	INTERNET/CABLE SERVICE		301966	
	0010-801-3201-32050	582.54	INTERNET/CABLE SERVICE		301966	
						712.54
COUNTY OF LOS ANGELES	0092-801-4221-39300	296.00	WATER-TRAINING		301967	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						296.00
DIRECTV,LLC	0010-801-3230-32050	178.98	EOC SERVICES		301948	
						178.98
GAMETIME	0010-801-6502-31950	1,350.16	BARNES PARK-PLAY SET		301968	
						1,350.16
GOVERNMENT FINANCE OFFICERS	0010-801-1403-39300	169.00	GFOA CAFR AWARD		301949	
	0043-801-1403-39300	168.00	GFOA CAFR AWARD		301949	
	0092-801-1403-39300	168.00	GFOA CAFR AWARD		301949	
						505.00
TROY GRANT	0071-801-3120-22670	1,440.00	POLICE EXPLORER BANQUET		301969	
						1,440.00
HARD COPY, A BIERLY COMPANY	0062-801-5101-35650	1,150.00-	VOID CHECK		301384	
						1,150.00-
HENSLEY LAW GROUP	0010-801-1601-31600	638.00	LEGAL-GENERAL LITIGATION		301970	
	0075-450-0075-08950	116.00	LEGAL-OLSON (TRUST)		301970	
	0010-801-1601-31600	20,000.00	LEGAL-GENERAL SERVICES		301970	
	0010-801-1601-31600	3,681.60	LEGAL-VILLA GARFIELD		301970	
						24,435.60
HUNTINGTON HARBOUR	0159-801-6507-31920	775.00	WINTER EXCURSION		301950	
						775.00
JHM SUPPLY INC	0010-801-6503-38200	24.27-	VOID CHECK		301402	
	0010-801-6517-23300	1.61-	VOID CHECK	90338	301402	
	0010-801-6517-23300	63.88-	VOID CHECK	90338	301402	
	0010-801-6517-23300	87.33-	VOID CHECK	90338	301402	
	0010-801-6517-23300	102.23	VOID CHECK	90338	301402	
	0010-801-6517-23300	16.14-	VOID CHECK	90338	301402	
	0010-801-6517-23300	22.77-	VOID CHECK	90338	301402	
						113.77-
	0010-801-6517-23300	87.33	PARKS SUPPLIES	90338	301971	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
JHM SUPPLY INC	0010-801-6517-23300	16.14	PARKS SUPPLIES	90338	301971	
	0010-801-6517-23300	22.77	PARKS SUPPLIES	90338	301971	
						126.24
ROBIN LOPEZ	0160-801-3101-39400	175.00	POLICE TRAINING		301972	
						175.00
LUMINARIAS	0075-450-0075-08270	2,027.80	LAMP RECOGNITION LUNCHEON	90452	301973	
						2,027.80
JOHN MARTINDALE	0136-801-3101-33250	200.00-	VOID CHECK		301438	
	0136-801-3101-33250	381.94-	VOID CHECK		301438	
						581.94-
MCNEILL SECURITY AND FIRE SYSTEMS	0010-801-6001-38400	204.75	ALARM SERVICES		301951	
						204.75
MONTEREY PARK PETTY CASH	0075-450-0075-08550	56.74	PETTY CASH-SUPPLIES (TRUST)		301952	
	0092-801-4223-23900	5.48	PETTY CASH-REFRESHMENTS		301952	
	0092-801-4223-23900	20.16	PETTY CASH-REFRESHMENTS		301952	
	0075-450-0075-08550	19.54	PETTY CASH-SUPPLIES (TRUST)		301952	
	0043-801-4212-39300	25.00	PETTY CASH-TRAINING		301952	
	0010-801-3210-39700	96.38	PETTY CASH-SUPPLIES		301952	
	0010-801-3120-39700	25.99	PETTY CASH-SUPPLIES		301952	
	0010-801-1201-39400	5.00	PETTY CASH-PARKING		301952	
	0010-801-1101-39400	6.00	PETTY CASH-PARKING		301952	
	0010-801-6505-39250	52.05	PETTY CASH-OFFICE SUPPLIES		301952	
	0010-801-6505-39250	48.08	PETTY CASH-COMPUTER SUPPLIES		301952	
						360.42
MOUNTAIN VIEW POOL REMODELING	0010-850-5002-91576	4,275.00	ELDER PARK POOL REPLASTERING	80580	301974	
						4,275.00
MT. SAN ANTONIO COLLEGE	0010-801-3230-39400	98.00	FIRE TRAINING		301953	
						98.00
ORANGE COUNTY SHERIFF'S DEPT	0136-801-3101-33250	45.00-	VOID CHECK		300162	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						45.00-
PACIFIC TELEMANAGEMENT SERVICES	0010-801-6502-32050	228.00	PHONE SERVICE		301954	
						228.00
PRIVATE MEDICAL CARE, INC.	0010-801-5102-12330	7,493.64-	VOID CHECK		301779	
						7,493.64-
CITY OF ROSEMEAD	0092-801-4222-23400	800.00	FILLING FEE FOR ENTITLEMENT		301955	
						800.00
SEE'S CANDY SHOPS, INC	0075-450-0075-08550	1,023.30	LANGLEY HOLIDAY LUNCHEON-TRUST		301956	
						1,023.30
	0075-450-0075-08550	7,468.99	LANGLEY HOLIDAY LUNCHEON-TRUST		301957	
						7,468.99
SIERRA INSTALLATIONS INC	0077-801-1111-31950	3,105.00	HOLIDAY DECORATIONS INST/REM	90479	301958	
						3,105.00
THE STANDARD	0065-458	3,833.05	LTD INSURANCE		301959	
						3,833.05
SWRCB FEES	0093-801-4226-41100	11,497.00	PERMIT-WELL #5		301975	
	0093-801-4228-41100	11,497.00	PERMIT-DELTA PLANT		301975	
						22,994.00
THE ICEMAN INC	0075-450-0075-08530	2,701.02	SNOW VILLAGE SETUP (TRUST)		301960	
						2,701.02
TRANSTECH	0010-801-5004-91545	855.00	IRRIGATION SYSTEM-HIGHLAND	90432	301961	
	0010-801-5004-91544	427.00	IRRIGATION SYSTEM-CASCADES	90432	301961	
	0010-801-5004-91543	428.00	IRRIGATION SYSTEM-SUNNYSLOPES		301961	
	0010-801-5004-91546	760.00	IRRIGATION SYSTEM-ELDER	90432	301961	
	0010-801-5004-91576	570.00	ELDER POOL REPLASTER	90432	301961	
						3,040.00
UNITED PARCEL SERVICE	0010-801-1201-32200	7.17	DELIVERY SERVICES		301976	
	0010-801-1407-32200	284.83	DELIVERY SERVICES		301976	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 12/17/2014

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
UNITED PARCEL SERVICE	0010-801-3114-32200	10.95	DELIVERY SERVICES		301976	
						302.95
VERIZON WIRELESS	0010-801-1404-32050	131.41	WIRELESS VOICE & DATA SERVICE		301962	
	0010-801-6502-32050	221.24	WIRELESS VOICE & DATA SERVICE		301962	
						352.65
	0010-801-4209-32050	20.36	WIRELESS VOICE & DATA SERVICE		301977	
	0010-801-4212-32050	7.09	WIRELESS VOICE & DATA SERVICE		301977	
	0010-801-6517-32050	8.79	WIRELESS VOICE & DATA SERVICE		301977	
	0092-801-4222-32050	2.73	WIRELESS VOICE & DATA SERVICE		301977	
	0092-801-4221-32050	7.25	WIRELESS VOICE & DATA SERVICE		301977	
	0092-801-4223-32050	16.98	WIRELESS VOICE & DATA SERVICE		301977	
	0010-801-6502-32050	9.26	WIRELESS VOICE & DATA SERVICE		301977	
	0022-801-4206-32050	25.32	WIRELESS VOICE & DATA SERVICE		301977	
						97.78
VISION SERVICE PLAN-CA	0065-466	3,188.21	VISION PLAN		301978	
						3,188.21
TOTAL FOR PREPAID WARRANTS						**96,537.37**

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
A & J PORTABLE RESTROOM INC	0010-801-6508-39860	1,000.00	FARMERS MARKET RESTROOM	90251	301979	
						1,000.00
A B C INSTANT PRINTING	0445-801-6005-21350	343.35	LIBRARY BROCHURES		301980	
						343.35
ADVANCE PEST TERMITE CONTROL	0010-801-3104-31950	30.00	PEST CONTROL		301981	
						30.00
AES WATER, INC	0092-801-4222-38400	2,780.00	WATER-MAINTENANCE	90091	301982	
						2,780.00
AFFILIATED SYSTEMS, INC.	0010-801-1801-31900	250.00	PRE-EMPLOYMENT/DMV/DOT PHYS.		301983	
						250.00
AGENCIES TOOL CENTER	0060-801-4211-24100	241.12	FLEET TOOLS	90034	301984	
						241.12
ALLSTAR FIRE EQUIPMENT INC.	0010-801-3210-22300	339.19	FIRE SUPPLIES	90226	301985	
						339.19
AMERICAN RED CROSS	0010-801-6503-22300	70.00	AQUATIC TRAINING		301986	
						70.00
AMTECH ELEVATOR SERVICES	0010-801-4210-38100	469.63	ELEVATOR MAINTENANCE	90197	301987	
						469.63
AUTOZONE WEST, INC	0060-801-4211-23500	7.31	FLEET SUPPLIES-UNIT 949	90310	301988	
	0060-801-4211-23500	237.61	FLEET SUPPLIES-UNIT 942	90310	301988	
	0060-801-4211-23500	33.10	FLEET SUPPLIES-UNIT 015	90310	301988	
	0060-801-4211-23500	117.33	FLEET SUPPLIES-UNIT 061	90310	301988	
	0060-801-4211-23500	54.50-	FLEET SUPPLIES-CREDIT	90310	301988	
	0060-801-4211-23500	98.10-	FLEET SUPPLIES-CREDIT	90310	301988	
						242.75
AWWA	0092-801-4222-39300	249.00	WATER MEMBERSHIP	90093	301989	
						249.00
AZTEC TECHNOLOGY	0010-801-3104-38400	245.25	POLICE STORAGE CONTAINER		301990	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						245.25
B A B STEERING HYDRAULICS, INC	0060-801-4211-38400	785.21	FLEET PARTS-UNIT 949	90036	301991	
						785.21
BACKFLOW APPARATUS & VALVE CO	0092-801-4221-23700	391.31	WATER SUPPLIES	90097	301992	
						391.31
BARTEL ASSOCIATES LLC	0012-801-5102-31850	900.00	ACTUARIAL CONSULTING SERVICES		301993	
						900.00
BEN'S ASPHALT, INC	0010-801-5004-91584	13,640.10	GEORGE ELDER PARK PARKING LOT	90369	301994	
						13,640.10
BRAVO BUSINESS RESOURCES	0077-801-1111-31950	90.00	TRANSLATION SERVICES		301995	
						90.00
BURRO CANYON SHOOTING PARK DBA	0010-801-3103-22720	350.00	POLICE RANGE FEES		301996	
						350.00
C.E.G. INVESTIGATIONS	0010-801-3102-31950	186.06	POLICE TRAFFIC HEARINGS		301997	
						186.06
CAMINO REAL CHEVROLET	0060-801-4211-23500	244.44	FLEET REPAIR/PARTS-UNIT 937	90039	301998	
	0060-801-4211-38450	1,000.00	FLEET REPAIR/PARTS-UNIT 015	90039	301998	
	0060-801-4211-38450	1,500.00	FLEET REPAIR/PARTS-UNIT 996	90039	301998	
						2,744.44
CANON FINANCIAL SERVICES, INC.	0092-801-4222-38100	595.77	COPIER MACHINE RENTAL		301999	
	0092-801-4220-37500	761.63	COPIER MACHINE RENTAL	90407	301999	
	0092-801-4209-37500	704.12	COPIER MACHINE RENTAL	90402	301999	
	0010-801-1301-37500	1,557.61	COPIER MACHINE RENTAL	90352	301999	
						3,619.13
CARL WARREN & COMPANY	0062-801-5101-35600	375.00	LIABILITY CLAIMS-AT&T		302000	
	0062-801-5101-35600	375.00	LIABILITY CLAIMS-SO CA EDISON		302000	
	0062-801-5101-35600	750.00	LIABILITY CLAIMS-S ZHAO		302000	
						1,500.00

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 12/17/2014

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
JOYCE MAY SAN CHAN	0429-801-6006-31950	430.00	TRANSLATION SERVICES		302001	
						430.00
CHARLIES TIRE RECYCLING	0060-801-4211-31950	98.00	FLEET TIRE RECYCLING		302002	
						98.00
MISTY V. CHENG	0010-801-1403-31950	1,950.00	ACCOUNTING SERVICES-10/14		302003	
	0010-801-1403-31950	2,145.00	ACCOUNTING SERVICES-11/14		302003	
						4,095.00
CITY LASER SERVICE	0010-801-1403-38400	79.00	PRINTER MAINTENANCE		302004	
						79.00
CLINICAL LABORATORY OF	0093-801-4229-31950	1,156.25	WATER ANALYSIS	90444	302005	
	0093-801-4229-31950	2,142.30	WATER ANALYSIS	90444	302005	
	0093-801-4229-31950	1,695.53	WATER ANALYSIS	90444	302005	
	0093-801-4229-31950	40.70	WATER ANALYSIS	90444	302005	
	0093-801-4229-31950	1,695.53	WATER ANALYSIS	90444	302005	
	0093-801-4229-31950	10.18	WATER ANALYSIS	90444	302005	
	0093-801-4229-31950	1,695.53	WATER ANALYSIS	90444	302005	
	0093-801-4229-31950	10.18	WATER ANALYSIS	90444	302005	
	0093-801-4229-31950	10.18	WATER ANALYSIS	90444	302005	
	0093-801-4232-31950	37.00	WATER ANALYSIS	90444	302005	
	0093-801-4228-31950	18.50	WATER ANALYSIS	90444	302005	
	0093-801-4228-31950	342.25	WATER ANALYSIS	90444	302005	
	0093-801-4228-31950	18.50	WATER ANALYSIS	90444	302005	
	0093-801-4228-31950	92.50	WATER ANALYSIS	90444	302005	
	0093-801-4226-31950	10.18	WATER ANALYSIS	90444	302005	
	0093-801-4226-31950	10.18	WATER ANALYSIS	90444	302005	
	0093-801-4226-31950	10.18	WATER ANALYSIS	90444	302005	
	0093-801-4226-31950	20.35	WATER ANALYSIS	90444	302005	
	0093-801-4231-31950	10.18	WATER ANALYSIS	90444	302005	
	0092-801-4222-31950	10.18	WATER ANALYSIS	90444	302005	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0092-801-4222-31950	108.23	WATER ANALYSIS	90444	302005	
	0092-801-4222-31950	10.18	WATER ANALYSIS	90444	302005	
	0092-801-4222-31950	176.22	WATER ANALYSIS	90444	302005	
	0092-801-4222-31950	10.18	WATER ANALYSIS	90444	302005	
	0092-801-4222-31950	108.23	WATER ANALYSIS	90444	302005	
	0092-801-4222-31950	10.18	WATER ANALYSIS	90444	302005	
	0092-801-4222-31950	877.83	WATER ANALYSIS	90444	302005	
	0093-801-4230-31950	10.18	WATER ANALYSIS		302005	
	0093-801-4230-31950	10.18	WATER ANALYSIS		302005	
	0093-801-4230-31950	10.18	WATER ANALYSIS		302005	
	0093-801-4230-31950	10.18	WATER ANALYSIS		302005	
	0093-801-4230-31950	10.18	WATER ANALYSIS		302005	
	0093-801-4230-31950	10.18	WATER ANALYSIS		302005	
	0093-801-4230-31950	10.18	WATER ANALYSIS		302005	
	0093-801-4230-31950	10.18	WATER ANALYSIS		302005	
	0093-801-4230-31950	10.18	WATER ANALYSIS		302005	
	0093-801-4230-31950	10.18	WATER ANALYSIS		302005	
	0093-801-4227-31950	1,766.75	WATER ANALYSIS		302005	
	0093-801-4227-31950	231.25	WATER ANALYSIS		302005	
	0093-801-4227-31950	10.18	WATER ANALYSIS		302005	
	0093-801-4227-31950	10.18	WATER ANALYSIS		302005	
	0093-801-4227-31950	10.18	WATER ANALYSIS		302005	
	0093-801-4227-31950	248.83	WATER ANALYSIS		302005	
	0093-801-4227-31950	40.70	WATER ANALYSIS		302005	
	0093-801-4227-31950	10.18	WATER ANALYSIS		302005	
	0093-801-4227-31950	10.18	WATER ANALYSIS		302005	
	0093-801-4227-31950	10.18	WATER ANALYSIS		302005	
	0093-801-4227-31950	10.18	WATER ANALYSIS		302005	
	0093-801-4227-31950	10.18	WATER ANALYSIS		302005	
	0093-801-4227-31950	10.18	WATER ANALYSIS		302005	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0093-801-4226-31950	2,811.07	WATER ANALYSIS	90478	302005	
	0093-801-4226-31950	757.58	WATER ANALYSIS	90478	302005	
	0093-801-4226-31950	757.58	WATER ANALYSIS	90478	302005	
	0093-801-4226-31950	757.58	WATER ANALYSIS	90478	302005	
	0093-801-4231-31950	727.97	WATER ANALYSIS	90478	302005	
	0093-801-4230-31950	1,201.57	WATER ANALYSIS	90478	302005	
	0093-801-4230-31950	231.25	WATER ANALYSIS	90478	302005	
	0093-801-4230-31950	794.58	WATER ANALYSIS	90478	302005	
	0093-801-4230-31950	794.58	WATER ANALYSIS	90478	302005	
	0093-801-4230-31950	794.58	WATER ANALYSIS	90478	302005	
	0093-801-4227-31950	248.83	WATER ANALYSIS	90478	302005	
	0093-801-4227-31950	248.83	WATER ANALYSIS	90478	302005	
						22,944.38
COBRA FIRE PROTECTION	0344-801-5002-99290	552.25	FIRE SYS/EXTINGUISHERS SERVICE		302006	
						552.25
COME LAND MAINTENANCE COMPANY	0178-801-6502-38250	1,146.00	JANITORIAL SERVICE	90256	302007	
	0178-801-6502-38250	263.00	JANITORIAL SERVICE	90255	302007	
	0010-801-6502-38250	858.00	JANITORIAL SERVICE	90257	302007	
	0010-801-6502-38250	50.00	JANITORIAL SERVICE	90258	302007	
	0010-801-6505-38250	4,190.00	JANITORIAL SERVICE	90253	302007	
	0010-801-6502-38250	400.00	JANITORIAL SERVICE	90254	302007	
						6,907.00
COMMUNICATIONS CENTER (DBA)	0010-801-3102-38400	150.00	POLICE EQUIPMENT CERTIFICATION		302008	
						150.00
COMPLETE LANDSCAPE CARE, INC.	0176-801-6516-31190	5,800.00	IRRIGATION MAINTENANCE	90349	302009	
						5,800.00
COMPUTER SERVICE COMPANY	0010-801-4206-38400	5,603.62	TRAFFIC SIGNAL MAINTENANCE	90488	302010	
	0010-801-4206-38400	6,459.49	TRAFFIC SIGNAL MAINTENANCE	90488	302010	
	0010-801-4206-38400	3,824.00	TRAFFIC SIGNAL MAINTENANCE	90488	302010	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
COMPUTER SERVICE COMPANY	0010-801-4206-38400	5,156.23	TRAFFIC SIGNAL MAINTENANCE	90488	302010	
						21,043.34
CONSTRUCTION EQUIPMENT 4 LESS	0010-801-5002-88500	4,274.76	SIDEWALK GRINDER	90450	302011	
						4,274.76
CONTROL AUTOMATION DESIGN	0092-801-4224-81860	3,514.95	SCADA SYSTEM UPGRADES	90471	302012	
	0093-801-4229-23300	585.00	SCADA SYSTEM UPGRADES	90471	302012	
	0093-801-4227-23300	585.00	SCADA SYSTEM UPGRADES	90471	302012	
	0093-801-4226-23300	195.00	SCADA SYSTEM UPGRADES	90471	302012	
						4,879.95
CORVEL ENTERPRISE COMP INC	0080-801-8301-20000	6,866.67	CLAIMS ADMINISTRATION FEES		302013	
						6,866.67
DAILY JOURNAL CORPORATION	0010-801-1301-34050	120.00	LEGAL NOTICE	90356	302014	
	0043-801-1301-34050	363.00	LEGAL NOTICE	90356	302014	
	0010-801-1301-31750	451.32	LEGAL NOTICE		302014	
						934.32
DEPARTMENT OF JUSTICE	0010-801-1801-39550	224.00	FINGERPRINT PROCESSING		302015	
						224.00
DETROIT INDUSTRIAL TOOLS	0092-801-4223-23700	99.73	WATER SUPPLIES		302016	
						99.73
DIVERSIFIED ALARM SERVICE	0010-801-3112-38400	135.00	ALARM MONITORING SERVICE		302017	
	0010-801-3112-38400	135.00	ALARM MONITORING SERVICE		302017	
	0010-801-3112-38400	135.00	ALARM MONITORING SERVICE		302017	
	0010-801-3112-38400	65.00	CAMERA REPAIR		302017	
	0092-801-4210-38100	130.00	ALARM REPAIR		302017	
						600.00
DUKE'S LANDSCAPING INC.	0092-801-4202-31950	349.00	GARDENING SERVICES	90199	302018	
						349.00
DUNN-EDWARDS CORPORATION	0010-801-4210-23100	129.14	PAINT SUPPLIES		302019	
	0092-801-4223-23100	49.63	PAINT SUPPLIES		302019	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						178.77
ECONOMY RENTALS INC.	0010-801-6508-39860	137.47	EQUIPMENT RENTAL		302020	
	0010-801-6508-39860	138.78	EQUIPMENT RENTAL		302020	
	0010-801-6508-39860	155.08	EQUIPMENT RENTAL		302020	
						431.33
EMERGENCY RESPONSE CRIME SCENE CLEA	0010-801-3103-22750	150.00	BIOLOGICAL CLEANING SERVICES		302021	
						150.00
EWING IRRIGATION PRODUCTS,INC.	0010-801-6517-23300	11.36	PARKS SUPPLIES		302022	
						11.36
BRUCE FALLON	0060-801-4211-39400	69.00	FLEET-RECERTIFICATION		302023	
						69.00
FEDERAL EXPRESS CORP.	0092-801-4223-31950	149.17	DELIVERY SERVICE		302024	
	0010-801-3205-32200	11.98	DELIVERY SERVICE		302024	
						161.15
FILEKEEPERS, LLC	0010-801-1802-31950	189.76	STORAGE SERVICE		302025	
						189.76
FORD OF MONTEBELLO	0060-801-4211-23500	8.32	FLEET PARTS-UNIT 986	90045	302026	
	0060-801-4211-23500	14.48	FLEET PARTS-UNIT 853	90045	302026	
	0060-801-4211-38400	285.99	FLEET PARTS-UNIT 065	90045	302026	
						308.79
FOUND. FOR CROSS-CONNECTION	0092-801-4220-39400	954.50	SEMINAR MATERIALS		302027	
						954.50
FRY'S ELECTRONICS, INC	0060-801-4211-24150	479.58	FLEET COMPUTER SUPPLIES	90046	302028	
						479.58
GALLADE CHEMICAL, INC.	0092-801-4222-23300	507.40	WATER CHEMICALS	90106	302029	
						507.40
GARFIELD MEDICAL CENTER	0010-801-3113-22600	24.00	PHYSICAL		302030	
	0010-801-3113-22600	24.00	PHYSICAL		302030	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
GARFIELD MEDICAL CENTER	0010-801-3113-22600	24.00	PHYSICAL		302030	
						72.00
GOLDEN STATE WATER COMPANY	0092-801-4222-36300	64.03	WATER SERVICE		302031	
						64.03
GRAINGER	0092-801-4221-23700	971.19	ELECTRICAL SUPPLIES	90111	302032	
	0092-801-4223-22300	2,135.07	ELECTRICAL SUPPLIES	90111	302032	
						3,106.26
GRAND PRIX TIRE & AUTO CENTER	0060-801-4211-23500	279.04	FLEET TIRES-UNIT 083	90049	302033	
	0060-801-4211-23500	488.32	FLEET TIRES-UNIT 083	90049	302033	
						767.36
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	46.54	FLEET PARTS-UNIT 898	90050	302034	
	0060-801-4211-23500	116.37	FLEET PARTS-UNIT 937	90050	302034	
	0060-801-4211-23500	35.23	FLEET PARTS-UNIT 007	90050	302034	
	0060-801-4211-23500	92.84	FLEET PARTS-UNIT 058	90050	302034	
	0060-801-4211-23500	198.86	FLEET PARTS-UNIT 853	90050	302034	
	0060-801-4211-23500	39.33	FLEET PARTS-UNIT 890	90050	302034	
	0060-801-4211-23500	55.38	FLEET PARTS	90050	302034	
	0060-801-4211-23500	92.84	FLEET PARTS-UNIT 057	90050	302034	
	0060-801-4211-23500	28.39	FLEET PARTS-UNIT 061	90050	302034	
	0060-801-4211-23500	54.33	FLEET PARTS-UNIT 024	90050	302034	
	0060-801-4211-23500	117.41-	FLEET PARTS-CREDIT	90050	302034	
	0060-801-4211-23500	189.50-	FLEET PARTS-CREDIT	90050	302034	
	0060-801-4211-23500	212.11-	FLEET PARTS-CREDIT	90050	302034	
						241.09
HACH COMPANY (AKA ELE	0092-801-4221-23700	541.94	WATER ANALYSIS SUPPLIES	90088	302035	
	0092-801-4223-23300	1,567.17	WATER ANALYSIS SUPPLIES	90088	302035	
						2,109.11
HANSON AGGREGATES	0110-801-4202-23600	1,110.70	STREET SUPPLIES	90159	302036	
						1,110.70

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HARD COPY, A BIERLY COMPANY	0062-801-5101-35650	71.39	CLAIM SERVICES-P. OSUNA		302037	
	0062-801-5101-35650	71.39	CLAIM SERVICES-P. OSUNA		302037	
	0062-801-5101-35650	49.05	CLAIM SERVICES-P. OSUNA		302037	
						191.83
HAROLD'S KEY SHOP, INC.	0010-801-6502-38100	119.36	KEY/LOCK SERVICES		302038	
	0010-801-4210-38100	1,335.50	KEY/LOCK SERVICES	90158	302038	
						1,454.86
HARRINGTON INDUSTRIAL PLASTICS	0092-801-4222-23300	132.63	WATER SUPPLIES	90114	302039	
	0093-801-4230-23300	7,899.45	WATER FILTER CARTRIDGE	90114	302039	
	0092-801-4222-23300	134.22	WATER SUPPLIES	90114	302039	
						8,166.30
HDL SOFTWARE LLC	0010-801-1406-38400	8,305.72	BUSINESS LICENSE SYSTEM MAINT.	90296	302040	
						8,305.72
HEALTHFIRST MEDICAL GROUP	0010-801-1801-31900	1,044.00	PRE-EMPLOYMENT PHYSICALS		302041	
	0010-801-1801-31900	486.00	PRE-EMPLOYMENT PHYSICALS		302041	
						1,530.00
HERNANDEZ FLOOR COVERING	0092-801-4210-38100	150.00	FLOOR REPAIR		302042	
	0092-801-4210-38100	180.00	FLOOR REPAIR		302042	
	0092-801-4210-38100	820.00	FLOOR REPAIR		302042	
						1,150.00
BENANCIO HERRERA JR.	0075-450-0075-08550	1,906.08	LANGLEY HOLIDAY LUNCHEON-TRUST		302043	
						1,906.08
HOME DEPOT CREDIT SERVICES	0010-801-6517-22400	70.47	HARDWARE SUPPLIES	90340	302044	
	0010-801-6517-22100	90.88	HARDWARE SUPPLIES		302044	
	0010-801-6505-23050	61.33	HARDWARE SUPPLIES		302044	
	0092-801-4210-23050	10.33	HARDWARE SUPPLIES	90191	302044	
	0043-801-4208-22750	225.71	HARDWARE SUPPLIES	90191	302044	
	0022-801-4206-24100	422.42	HARDWARE SUPPLIES	90191	302044	
	0042-801-4204-22750	79.58	HARDWARE SUPPLIES	90191	302044	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HOME DEPOT CREDIT SERVICES	0092-801-4210-23050	350.51	HARDWARE SUPPLIES	90191	302044	
	0092-801-4210-23050	13.90	HARDWARE SUPPLIES	90191	302044	
	0010-801-4210-23100	664.23	HARDWARE SUPPLIES	90191	302044	
	0092-801-4210-23050	258.14	HARDWARE SUPPLIES	90191	302044	
	0010-801-4210-24100	96.81	HARDWARE SUPPLIES	90191	302044	
	0010-801-6517-22100	51.10	HARDWARE SUPPLIES		302044	
	0010-801-6517-22100	20.68	HARDWARE SUPPLIES		302044	
	0042-801-4204-22750	129.19	HARDWARE SUPPLIES	90191	302044	
						2,545.28
REVERIE IMAGIIRE	0075-450-0075-08630	150.00	REFUND-SECURITY DEPOSIT(TRUST)		302045	
						150.00
INDUSTRIAL PIPE & STEEL	0092-801-4222-23400	18.88	WATER SUPPLIES		302046	
						18.88
INVICTUS ENVIRONMENTAL SAFETY SOLUT	0092-801-4222-31950	1,250.00	WATER GROUP TRAINING		302047	
						1,250.00
JACK-X-CHANGE (DBA)	0060-850-4211-54300	208.79	FLEET SUPPLIES		302048	
	0060-850-4211-54300	708.50	FLEET SUPPLIES		302048	
						917.29
JCL BARRICADE COMPANY	0022-801-4206-24100	16.98	STREET SUPPLIES	90403	302049	
	0022-801-4202-23800	1,640.45	STREET BARRICADES	90403	302049	
						1,657.43
JOHN L. HUNTER & ASSOC.,INC.	0184-850-4208-31950	596.25	USED OIL PROGRAM	80352	302050	
	0043-801-4203-31950	5,132.25	NPDES SERVICES	90474	302050	
	0264-801-5004-96053	19,097.50	USED OIL COMPETITIVE GRANT	90379	302050	
	0043-801-4203-31950	7,186.90	NPDES SERVICES	90422	302050	
	0043-801-4203-31950	5,083.10	NPDES SERVICES	90474	302050	
						37,096.00
K Y SMOG AND TEST ONLY	0060-801-4211-38400	45.00	SMOG CHECK-UNIT 965	90056	302051	
						45.00

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KNIGHT COMMUNICATIONS INC	0010-801-1301-38400	497.17	SYSTEM MANAGEMENT SERVICE	90031	302052	
	0010-801-1404-38400	268.42	SYSTEM MANAGEMENT SERVICE	90031	302052	
	0043-801-1404-38400	385.00	SYSTEM MANAGEMENT SERVICE	90031	302052	
	0092-801-1404-38400	608.83	SYSTEM MANAGEMENT SERVICE	90031	302052	
	0010-801-1701-38400	376.67	SYSTEM MANAGEMENT SERVICE	90031	302052	
	0010-801-1702-38400	376.67	SYSTEM MANAGEMENT SERVICE	90031	302052	
	0010-801-1703-38400	376.67	SYSTEM MANAGEMENT SERVICE	90031	302052	
	0010-801-1801-38400	733.75	SYSTEM MANAGEMENT SERVICE	90031	302052	
	0010-801-3115-38400	1,181.92	SYSTEM MANAGEMENT SERVICE	90031	302052	
	0010-801-3201-38400	897.50	SYSTEM MANAGEMENT SERVICE	90031	302052	
	0022-801-4202-38400	469.58	SYSTEM MANAGEMENT SERVICE	90031	302052	
	0092-801-4210-38400	386.75	SYSTEM MANAGEMENT SERVICE	90031	302052	
	0060-801-4211-38400	1,716.66	SYSTEM MANAGEMENT SERVICE	90031	302052	
	0043-801-4212-38400	552.92	SYSTEM MANAGEMENT SERVICE	90031	302052	
	0092-801-4220-38400	1,628.33	SYSTEM MANAGEMENT SERVICE	90031	302052	
	0131-801-6001-38400	853.33	SYSTEM MANAGEMENT SERVICE	90031	302052	
	0010-801-6502-38400	1,110.83	SYSTEM MANAGEMENT SERVICE	90031	302052	
	0160-801-3115-31700	10,250.00	SYSTEM MANAGEMENT SERVICE	90008	302052	
						22,671.00
KUMAR & GERCHICK	0093-801-4226-31600	53.58	LEGAL SERVICES-AUDIT REQUEST		302053	
	0093-801-4227-31600	53.58	LEGAL SERVICES-AUDIT REQUEST		302053	
	0093-801-4228-31600	53.58	LEGAL SERVICES-AUDIT REQUEST		302053	
	0093-801-4229-31600	53.58	LEGAL SERVICES-AUDIT REQUEST		302053	
	0093-801-4230-31600	53.58	LEGAL SERVICES-AUDIT REQUEST		302053	
	0093-801-4231-31600	53.58	LEGAL SERVICES-AUDIT REQUEST		302053	
	0093-801-4232-31600	53.52	LEGAL SERVICES-AUDIT REQUEST		302053	
						375.00
L N CURTIS & SONS	0010-801-3210-38400	4,159.44	FIRE SUPPLIES	90426	302054	
						4,159.44

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LAW OFFICES OF CARPENTER & ROTHANS	0010-801-1601-31600	94.66	LEGAL SERVICE-P OSUNA		302055	
						94.66
LEADER INDUSTRIES	0060-801-4211-38400	1,026.50	FLEET PARTS-UNIT 910		302056	
						1,026.50
HANS J LIANG	0010-801-1101-11100	72.00	MAYOR'S EXPENSES		302057	
	0092-801-1101-11100	54.00	MAYOR'S EXPENSES		302057	
	0043-801-1101-11100	54.00	MAYOR'S EXPENSES		302057	
						180.00
LIEBERT CASSIDY WHITMORE	0010-801-1801-39400	140.00	GROUP TRAINING		302058	
	0010-801-1701-33200	35.00	GROUP TRAINING		302058	
	0010-801-4212-33100	35.00	GROUP TRAINING		302058	
						210.00
LIFE-ASSIST INC	0010-801-3220-24200	1,023.66	FIRE MEDICAL SUPPLIES	90275	302059	
	0010-801-3220-24200	398.29	FIRE MEDICAL SUPPLIES	90275	302059	
	0010-801-3220-24200	164.48	FIRE MEDICAL SUPPLIES	90275	302059	
	0010-801-5002-88550	110.84	POLICE MEDICAL SUPPLIES		302059	
						1,697.27
THE LIGHTHOUSE INC (DBA)	0060-801-4211-23500	79.47	FLEET PARTS UNIT 020	90082	302060	
						79.47
LINCOLN EQUIPMENT INC.	0010-801-6503-22300	444.82	POOL SUPPLIES		302061	
						444.82
LOGAN SUPPLY CO., INC.	0092-801-4223-23900	252.34	WATER SUPPLIES/TOOLS	90118	302062	
						252.34
LONG BEACH BMW MOTORCYCLES (DBA)	0060-801-4211-38400	573.84	FLEET PARTS-UNIT 048	90058	302063	
						573.84
LOOMIS ARMORED US, INC.	0010-701-0010-03700	508.28	ARMORED CARRIER SERVICE		302064	
						508.28
LOS ANGELES COUNTY AUDITOR	0010-801-3104-31950	84.00	AUTOPSY REPORT		302065	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						84.00
LOS ANGELES COUNTY CERTIFIED	0093-801-4226-41100	851.00	HAZARDOUS WASTE/GENERATOR FEE		302066	
	0093-801-4227-41100	1,045.00	HAZARDOUS WASTE/GENERATOR FEE		302066	
	0093-801-4228-41100	1,283.00	HAZARDOUS WASTE/GENERATOR FEE		302066	
						3,179.00
LOS ANGELES COUNTY DEPT. OF	0022-801-4206-41100	1,908.67	TRAFFIC SIGNAL MAINTENANCE	90246	302067	
						1,908.67
LOST WEST	0010-801-5004-96048	700.00	IRRIGATION-SUNNY SLOPES		302068	
	0010-801-5004-91546	695.00	IRRIGATION-ELDER		302068	
						1,395.00
MARIAN LOVOY	0075-450-0075-08630	150.00	REFUND-SECURITY DEPOSIT(TRUST)		302069	
						150.00
MARIPOSA LANDSCAPES, INC	0092-801-4222-38500	578.00	LANDSCAPE MAINTENANCE	90119	302070	
	0092-801-4222-38500	520.00	LANDSCAPE MAINTENANCE	90119	302070	
						1,098.00
MATCO TOOLS (DBA)	0060-801-4211-24100	137.89	FLEET TOOLS	90060	302071	
						137.89
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23700	107.58	WATER SUPPLIES	90122	302072	
	0092-801-4222-23700	21.79	WATER SUPPLIES	90122	302072	
	0092-801-4222-23700	103.60	WATER SUPPLIES	90122	302072	
	0092-801-4222-23700	357.76	WATER SUPPLIES	90122	302072	
	0092-801-4222-23050	270.97	WATER SUPPLIES	90122	302072	
						861.70
MCMURRAY STERN, INC	0160-801-5004-99314	14,370.00	POLICE EVIDENCE ROOM REMODEL	90015	302073	
						14,370.00
MCNEILL SECURITY AND FIRE SYSTEMS	0092-801-4222-31950	966.00	ALARM SERVICES	90350	302074	
	0092-801-4222-31950	603.75	ALARM SERVICES	90350	302074	
	0092-801-4222-31950	966.00	ALARM SERVICES	90350	302074	
	0092-801-4222-31950	603.75	ALARM SERVICES	90350	302074	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						3,139.50
METRON-FARNIER, LLC	0092-801-4224-81070	2,744.81	WATER METER/PARTS	90434	302075	
						2,744.81
MIG	0075-450-0075-08660	2,177.50	PROFESSIONAL SERVICES (TRUST)	90436	302076	
						2,177.50
MISSION SUPER HARDWARE	0010-801-3210-22750	8.70	HARDWARE SUPPLIES	90241	302077	
	0010-801-6517-23050	10.63	HARDWARE SUPPLIES	90309	302077	
						19.33
MOBILE MINI LLC	0010-801-6508-39860	115.26	FARMER MKT PORTABLE RESTROOM		302078	
						115.26
MONJARAS & WISMEYER GROUP INC	0010-801-1801-31950	62.50	PROFESSIONAL SERVICES		302079	
						62.50
MOORE MEDICAL CORP	0043-801-4208-22170	905.71	STREET-SAFETY SUPPLIES		302080	
						905.71
MR. ROOTER PLUMBING (DBA)	0092-801-4210-38100	368.00	PLUMBING SERVICES	90376	302081	
	0092-801-4210-38100	21.65	PLUMBING SERVICES		302081	
	0092-801-4210-38100	374.00	PLUMBING SERVICES		302081	
	0092-801-4210-38100	918.58	PLUMBING SERVICES		302081	
	0092-801-4210-38100	599.66	PLUMBING SERVICES		302081	
						2,281.89
DARLENE NAGAO	0075-450-0075-08630	150.00	REFUND-SECURITY DEPOSIT(TRUST)		302082	
						150.00
NAVARRO'S TOWING	0060-801-4211-38400	125.00	TOWING SERVICES-UNIT 048	90065	302083	
						125.00
NED R HEALY & CO	0060-801-4211-23500	51.73	FLEET SUPPLIES	90066	302084	
						51.73
O'REILLY AUTO PARTS	0060-801-4211-23500	21.79	FIRE SUPPLIES	90069	302085	
	0060-801-4211-23500	65.40	FIRE SUPPLIES-UNIT 007	90069	302085	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
O'REILLY AUTO PARTS	0060-801-4211-23500	90.40	FIRE SUPPLIES-UNIT 042	90069	302085	
	0060-801-4211-23500	129.05	FIRE SUPPLIES-UNIT 050	90069	302085	
	0060-801-4211-23500	125.09	FIRE SUPPLIES-UNIT 021	90069	302085	
						431.73
OFFICE DEPOT INC.	0043-801-4212-21250	7.73	OFFICE SUPPLIES	90242	302086	
	0043-801-4212-21250	9.91	OFFICE SUPPLIES	90242	302086	
	0043-801-4212-21250	86.00	OFFICE SUPPLIES	90242	302086	
	0010-801-6502-21350	155.29	OFFICE SUPPLIES		302086	
	0010-801-6502-21350	11.98	OFFICE SUPPLIES		302086	
	0010-801-6502-21350	156.89	OFFICE SUPPLIES		302086	
	0010-801-6502-21350	68.05	OFFICE SUPPLIES		302086	
	0010-801-3113-38400	95.81	OFFICE SUPPLIES		302086	
	0010-801-3114-21350	394.15	OFFICE SUPPLIES	90022	302086	
	0010-801-3114-21350	434.80	OFFICE SUPPLIES	90022	302086	
	0010-801-1704-21350	13.07	OFFICE SUPPLIES		302086	
	0010-801-4209-21350	155.41	OFFICE SUPPLIES	90187	302086	
	0043-801-4212-21250	7.82	OFFICE SUPPLIES	90242	302086	
	0043-801-4212-21250	4.46	OFFICE SUPPLIES	90242	302086	
						1,601.37
OFFICE SOLUTIONS	0010-801-1403-21350	113.74	OFFICE SUPPLIES	90357	302087	
	0010-801-1403-21350	173.04	OFFICE SUPPLIES	90357	302087	
	0010-801-1403-21350	203.05	OFFICE SUPPLIES	90357	302087	
	0010-801-1408-22750	144.66	OFFICE SUPPLIES	90288	302087	
	0010-801-1301-21350	82.16	OFFICE SUPPLIES		302087	
	0010-801-1701-21350	13.21	OFFICE SUPPLIES	90208	302087	
	0010-801-1702-21350	13.20	OFFICE SUPPLIES	90208	302087	
	0010-801-1703-21350	13.20	OFFICE SUPPLIES	90208	302087	
	0010-801-1701-21350	13.92	OFFICE SUPPLIES	90208	302087	
	0010-801-1702-21350	13.93	OFFICE SUPPLIES	90208	302087	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE SOLUTIONS	0010-801-1703-21350	13.92	OFFICE SUPPLIES	90208	302087	
						798.03
PARKHOUSE TIRE, INC.	0060-801-4211-23500	953.54	FLEET TIRES	90071	302088	
						953.54
PBS ENGINEERS, INC.	0010-701-0010-06100	1,960.00	PLAN CHECK	90202	302089	
	0010-701-0010-06100	1,599.00	PLAN CHECK	90202	302089	
						3,559.00
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22300	34.42	UNIFORMS	90075	302090	
	0060-801-4211-22300	34.42	UNIFORMS	90075	302090	
	0060-801-4211-22300	34.42	UNIFORMS	90075	302090	
	0060-801-4211-22150	27.23	SHOP RAGS	90075	302090	
	0010-801-3210-22150	18.98	SHOP RAGS	90075	302090	
	0060-801-4211-22150	27.23	SHOP RAGS	90075	302090	
	0010-801-3210-22150	18.98	SHOP RAGS	90075	302090	
	0060-801-4211-22150	27.23	SHOP RAGS	90075	302090	
	0010-801-3210-22150	18.98	SHOP RAGS	90075	302090	
						241.89
PUBLIC WORKS SAFETY SUPPLIES	0010-801-4202-23950	306.51	PUBLIC WORKS SUPPLIES		302091	
						306.51
PING QIAO	0075-450-0075-08630	150.00	REFUND-SECURITY DEPOSIT(TRUST)		302092	
						150.00
QUALITY CODE PUBLISHING LLC	0010-801-1301-39250	1,222.61	MUNICIPAL CODE	90335	302093	
						1,222.61
R C FOSTER CORPORATION	0093-801-4230-23300	1,491.24	AIR STRIPPER MAINTENANCE	90105	302094	
						1,491.24
MARGARET RAMIREZ	0092-801-1301-31950	25.00	COUNCIL PRESENTATION-11/14		302095	
						25.00
RATED ATHLETICS, INC	0010-801-6502-31150	939.60	PARK SUPPLIES		302096	
						939.60

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
RED WING SHOE STORES	0010-801-6517-22300	230.00	SAFETY BOOTS-R. VALENZUELA	90323	302097	
	0010-801-6517-22300	230.00	SAFETY BOOTS-J. TIEN	90323	302097	
	0010-801-6517-22300	230.00	SAFETY BOOTS-R. POBLANO	90323	302097	
	0010-801-6517-22300	230.00	SAFETY BOOTS-T. FLORES	90323	302097	
	0010-801-6517-22300	230.00	SAFETY BOOTS-M. RAMIREZ	90323	302097	
	0010-801-6517-22300	230.00	SAFETY BOOTS-A. BANUELOS	90323	302097	
	0010-801-6517-22300	230.00	SAFETY BOOTS-F. MARTINEZ	90323	302097	
	0010-801-6517-22300	230.00	SAFETY BOOTS-V. BALTIERRA	90323	302097	
						1,840.00
EVERARDO ROMO	0136-801-3101-33250	190.50	POLICE POST TRAINING		302098	
						190.50
RON TURLEY ASSOC. INC	0060-801-5002-88480	2,180.00	FLEET MAINTENANCE SOFTWARE	90455	302099	
	0060-801-5002-88480	5,000.00	FLEET MAINTENANCE SOFTWARE	90455	302099	
	0060-801-5002-88480	10,845.50	FLEET MAINTENANCE SOFTWARE	90455	302099	
						18,025.50
ROSEMEAD OIL PRODUCTS, INC.	0060-801-4211-22250	345.31	MOTOR OIL/FLUID	90077	302100	
						345.31
S C FUELS (DBA)	0060-801-4211-22250	10,613.52	FUEL-11/14	90078	302101	
	0060-801-4211-22250	11,212.07	FUEL-11/14	90078	302101	
	0060-801-4211-22250	11,597.83	FUEL-11/14	90078	302101	
						33,423.42
SAN GABRIEL VALLEY WATER CO.	0092-801-4222-36300	56.03	WATER SERVICES		302102	
	0092-801-4222-36300	106.88	WATER SERVICES		302102	
						162.91
SANDE EQUIPMENT COMPANY, INC.	0060-801-4211-23500	137.53	FLEET SUPPLIES UNIT CT11		302103	
						137.53
SUSAN SAXE-CLIFFORD, PH.D.	0010-801-1801-31900	900.00	PSYCHOLOGICAL EVALUATION		302104	
						900.00
SEA CLEAR POOLS INC	0010-801-6503-22300	1,635.00	BARNES POOL GUARD CHAIR		302105	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SEA CLEAR POOLS INC	0010-801-6503-38200	9,651.60	POOL SERVICE REPAIRS	90267	302105	
	0010-801-6503-38200	1,036.67	POOL SERVICE REPAIRS	90267	302105	
	0010-801-6503-38200	3,988.40	POOL SERVICE REPAIRS	90267	302105	
	0010-801-6503-38200	2,362.11	POOL SERVICE REPAIRS	90267	302105	
						18,673.78
SHRED-IT LOS ANGELES	0010-801-3114-38400	154.98	SHREDDING SERVICES		302106	
						154.98
SMITTY'S SIGNWORKS	0092-801-4222-23700	306.60	WATER SIGNS		302107	
						306.60
SONSRAY MACHINERY LLC	0060-801-4211-23500	679.47	FLEET PARTS		302108	
						679.47
SOUTHERN CALIFORNIA BRONZE CO., INC	0010-801-6508-22670	288.85	PLAQUE		302109	
						288.85
SPOK, INC.	0010-801-3112-32050	119.91	PAGING SERVICES	90297	302110	
	0092-801-4220-32050	4.74	PAGING SERVICES	90297	302110	
						124.65
SPRINT CORPORATION	0010-801-3104-31950	440.00	SUBPOENA COMPLIANCE		302111	
						440.00
THE STANDARD INSURANCE CO.	0065-464	675.80	EXECUTIVE PREMIUM		302112	
						675.80
STATUS ONE MEDICAL INC	0092-801-4221-24100	523.20	FIRST AID SUPPLIES	90145	302113	
	0092-801-4221-22750	16.24	FIRST AID SUPPLIES	90145	302113	
	0092-801-4222-22300	177.13	FIRST AID SUPPLIES	90145	302113	
						716.57
SUCCESS PRINTING GRAPHICS INC	0159-801-6509-31880	3,283.00	CASCADES NEWSLETTER-12/14	90278	302114	
						3,283.00
SUPERCO SPECIALTY PRODUCTS (DBA)	0042-801-4204-22750	206.01	GRAFFITI REMOVAL SUPPLIES		302115	
						206.01

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SUPERIOR CHOICE PRINT	0075-450-0075-08530	1,311.81	SNOW VILLAGE BANNER (TRUST)		302116	
						1,311.81
SUPREME TROPHIES & GIFTS CO.	0010-801-6502-31150	32.70	NAME PLATES		302117	
	0010-801-6502-31150	10.90	NAME PLATES		302117	
						43.60
SWRCB FEES	0042-801-4204-31950	4,793.00	PERMIT-STORM WATER		302118	
	0043-801-4203-31950	17,055.00	PERMIT-STORM WATER		302118	
	0042-801-4204-31950	11,195.00	PERMIT-MUNICIPAL SEWER		302118	
						33,043.00
TANK SPECIALISTS OF CALIFORNIA	0060-801-4211-31950	125.00	DESIGNATING OPERATING SERVICE	90081	302119	
	0060-801-4211-31950	125.00	DESIGNATING OPERATING SERVICE	90081	302119	
						250.00
THE CHRYSALIS CENTER	0077-801-1111-31950	5,402.00	BID MAINTENANCE	90428	302120	
						5,402.00
THE DIGITAL DEPARTMENT, INC.	0062-801-5101-35650	275.00	CLAIM SERVICES-P OSUNA		302121	
						275.00
TITO AUTO TRIM (DBA)	0060-801-4211-38400	75.00	FLEET REPAIR-UNIT 923	90083	302122	
						75.00
TOM'S CLOTHING & UNIFORMS INC	0092-801-4223-22300	49.05	UNIFORM-J. MEDINA	90157	302123	
	0092-801-4222-22300	40.33	UNIFORM-F. FUENTES	90157	302123	
	0092-801-4222-22300	29.43	UNIFORM-F. FUENTES	90157	302123	
						118.81
U S SAFETY AND SUPPLY COMPANY	0092-801-4223-22300	580.00	WATER SUPPLIES		302124	
	0092-801-4222-24100	290.00	WATER SUPPLIES		302124	
						870.00
UC REGENTS	0010-801-3220-39400	2,656.02	FIRE-CONTINUED EDUCATION	90274	302125	
						2,656.02
UNIVAR USA INC (CORP. HEADQUARTERS)	0092-801-4222-23300	336.99	WATER CHEMICALS	90435	302126	
	0093-801-4227-23300	8,432.16	WATER CHEMICALS	90435	302126	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						8,769.15
VETERINARY HEALTHCARE CENTER	0160-801-3103-22800	468.33	VETERINARY SERVICE		302127	
	0160-801-3103-22800	19.80	VETERINARY SERVICE		302127	
						488.13
VICKI A. SABER, CSR, A PROFESSIONAI	0062-801-5101-35650	445.00	CLAIM SERVICES-P OSUNA		302128	
						445.00
VULCAN MATERIAL CO	0110-801-4202-23600	651.08	ASPHALT	90464	302129	
	0110-801-4202-23600	651.08	ASPHALT	90464	302129	
	0110-801-4202-23600	77.39	ASPHALT	90464	302129	
	0110-801-4202-23600	651.82	ASPHALT	90464	302129	
	0110-801-4202-23600	479.38	ASPHALT	90464	302129	
	0110-801-4202-23600	300.49	ASPHALT	90464	302129	
						2,811.24
BOWEN WANG	0010-701-0010-07960	852.61	REFUND-AMBULANCE FEE		302130	
						852.61
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	91.30	FLEET PARTS	90084	302131	
	0060-801-4211-23500	30.65	FLEET PARTS-UNIT 942	90084	302131	
	0060-801-4211-23500	251.99	FLEET PARTS	90084	302131	
	0060-801-4211-23500	45.12	FLEET PARTS-UNIT 986	90084	302131	
	0060-801-4211-23500	40.57	FLEET PARTS-UNIT 930	90084	302131	
	0060-801-4211-23500	106.60	FLEET PARTS-UNIT 061	90084	302131	
	0060-801-4211-23500	33.25	FLEET PARTS	90084	302131	
	0060-801-4211-23500	109.75	FLEET PARTS-UNIT 899	90084	302131	
	0060-801-4211-23500	47.59	FLEET PARTS-UNIT 899	90084	302131	
	0060-801-4211-23500	41.85	FLEET PARTS-UNIT 899	90084	302131	
	0060-801-4211-23500	61.02	FLEET PARTS-UNIT 009	90084	302131	
	0060-801-4211-23500	19.91	FLEET PARTS-UNIT 061	90084	302131	
	0060-801-4211-23500	90.94-	FLEET PARTS-CREDIT	90084	302131	
	0060-801-4211-23500	97.50-	FLEET PARTS-CREDIT	90084	302131	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						691.16
WELLS FARGO FINANCIAL LEASING	0092-801-4212-37500	811.99	COPIER RENTAL	90243	302132	
						811.99
WEST COAST ARBORISTS, INC.	0448-850-5002-91732	1,800.00	TREE MAINTENANCE SERVICES	80593	302133	
						1,800.00
WESTCO SERVICE COMPANY	0010-801-4210-38150	1,035.00	AIR CONDITIONING REPAIR	90172	302134	
	0010-801-4210-38150	614.00	AIR CONDITIONING REPAIR	90172	302134	
	0010-801-4210-38150	1,223.28	AIR CONDITIONING REPAIR	90172	302134	
	0010-801-4210-38150	163.70	AIR CONDITIONING REPAIR	90172	302134	
	0010-801-4210-38150	401.30	AIR CONDITIONING REPAIR		302134	
	0010-801-4210-38150	950.63	AIR CONDITIONING REPAIR	90172	302134	
	0010-801-4210-38150	517.31	AIR CONDITIONING REPAIR	90172	302134	
						4,905.22
WESTERN WATER WORKS SUPPLY CO.	0092-801-4223-23350	1,337.18	WATER SUPPLIES	90442	302135	
	0092-801-4223-23350	3.41	WATER SUPPLIES		302135	
	0092-801-4223-23350	5,535.46	WATER SUPPLIES	90141	302135	
	0092-801-4223-23300	196.20	WATER SUPPLIES		302135	
	0092-801-4223-23300	83.77	WATER SUPPLIES		302135	
	0092-801-4223-23300	667.08	WATER SUPPLIES		302135	
	0092-801-4223-23300	294.30	WATER SUPPLIES		302135	
	0092-801-4223-23300	21,137.28	WATER SUPPLIES	90477	302135	
	0092-801-4223-23300	660.54-	WATER SUPPLIES-CREDIT	90477	302135	
	0092-801-4223-23350	3,523.26	WATER SUPPLIES	90477	302135	
	0092-801-4223-23300	18.16	WATER SUPPLIES		302135	
	0092-801-4223-23300	3,652.92	WATER SUPPLIES	90442	302135	
	0092-801-4223-23300	6,099.64	WATER SUPPLIES	90442	302135	
	0092-801-4223-23350	6,702.95	WATER SUPPLIES	90442	302135	
	0092-801-4221-23300	225.79	WATER SUPPLIES	90139	302135	
						48,816.86

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WILLIES TIRES AND ALIGNMENT	0060-801-4211-38400	50.00	FLEET PART	90085	302136	
						50.00
ANTHONY WONG	0010-801-1101-11100	8.00	MAYOR'S EXPENSES		302137	
	0092-801-1101-11100	6.00	MAYOR'S EXPENSES		302137	
	0043-801-1101-11100	6.00	MAYOR'S EXPENSES		302137	
						20.00
CINDY WOOTEN	0075-450-0075-08630	150.00	REFUND-SECURITY DEPOSIT(TRUST)		302138	
						150.00
XANADU SERVICE SYSTEM	0010-801-6517-31950	3,650.00	JANITORIAL SERVICES	90348	302139	
						3,650.00
XEROX CORPORATION	0092-801-1408-38400	404.90	COPIER RENTAL	90293	302140	
	0092-801-1408-38400	1,188.84	COPIER RENTAL	90293	302140	
	0092-801-1408-38400	404.90	COPIER RENTAL	90293	302140	
	0010-801-1408-38400	2,169.69	COPIER RENTAL	90294	302140	
						4,168.33
ZUMAR INDUSTRIES, INC.	0022-801-4206-23800	232.17	STREET SIGNS	90173	302141	
	0022-801-4206-23800	273.63	STREET SIGNS	90173	302141	
	0022-801-4206-23800	86.33	STREET SIGNS	90173	302141	
	0022-801-4206-23800	443.48	STREET SIGNS	90173	302141	
	0022-801-4206-23800	1,309.67	STREET SIGNS	90173	302141	
						2,345.28
	TOTAL FOR PRINTED WARRANTS					472,436.52

TOTAL FOR PREPAID WARRANTS	96,537.37
TOTAL FOR PRINTED WARRANTS	472,436.52
TOTAL WARRANTS	568,973.89
TOTAL VOID CHECKS	5
TOTAL PREPAID CHECKS	37
TOTAL CHECKS PRINTED	163
TOTAL CHECKS ISSUED	200

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 12/17/2014
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	44,684.01	127,637.87	172,321.88
0012	RETIREMENT FUND	0.00	900.00	900.00
0022	STATE GAS TAX FUND	631.00	6,803.38	7,434.38
0042	SEWER FUND	0.00	16,402.78	16,402.78
0043	REFUSE FUND	193.00	37,065.51	37,258.51
0060	CITY SHOP FUND	0.00	65,898.33	65,898.33
0062	GENERAL LIABILITY FUND	1,150.00-	2,411.83	1,261.83
0065	PAYROLL CLEARING ACCOUNT	7,021.26	675.80	7,697.06
0071	PUBLIC SAFETY IMPACT FEE FUND	1,440.00	0.00	1,440.00
0075	SPECIAL DEPOSITS FUND	15,076.54	6,145.39	21,221.93
0077	BUSINESS IMPROVEMENT AREA #1	3,105.00	5,492.00	8,597.00
0080	WORKERS COMP FUND	0.00	6,866.67	6,866.67
0092	WATER FUND	2,219.50	88,376.71	90,596.21
0093	WATER TREATMENT FUND	22,994.00	44,375.00	67,369.00
0110	MEASURE R FUND	0.00	3,921.94	3,921.94
0131	LIBRARY TAX FUND	0.00	853.33	853.33
0136	POST	626.94-	190.50	436.44-
0159	RECREATION FUND	775.00	3,283.00	4,058.00
0160	ASSET FORFEITURE	175.00	25,108.13	25,283.13
0176	MAINTENANCE DISTRICT 93-1	0.00	5,800.00	5,800.00
0178	PROP A - PER PARCEL GRANT	0.00	1,409.00	1,409.00
0184	USED OIL RECYCLING BLOCK GRANT	0.00	596.25	596.25
0264	USED OIL COMPETITIVE GRANT	0.00	19,097.50	19,097.50
0344	MAINTENANCE GRANT (075)	0.00	552.25	552.25
0429	NURSERY RHYME APP GRANT	0.00	430.00	430.00
0445	LITERACY TRUST GRANT	0.00	343.35	343.35
0448	TREE PLANTING COUNTY GRANT	0.00	1,800.00	1,800.00

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 12/17/2014
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
	TOTAL	96,537.37	472,436.52	568,973.89

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/07/2015

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
A & D TRANSPORTATION LP	0109-801-4201-31950	533.50	CHARTER BUS RECREATION PROGRAM		302193	
						533.50
ACCOUNTEMPS	0010-801-1403-31950	740.16	TEMPORARY STAFFING SERVICES		302163	
	0010-801-1403-31950	555.12	TEMPORARY STAFFING SERVICES		302163	
						1,295.28
ROBERTO A AGUIRRE	0010-801-6508-31990	649.77	VOLUNTEER BANQUET SUPPLIES		302164	
	0075-450-0075-08530	283.62	SNOW VILLAGE SUPPLIES (TRUST)		302164	
	0075-450-0075-08530	1,233.41	SNOW VILLAGE SUPPLIES (TRUST)		302164	
						2,166.80
AMERICAN DYNAMIC SERVICES, INC.	0010-701-0010-06330	19.50	FIRE/SECURITY ALARM MONITORING		302165	
						19.50
AMY'S PASTRY	0075-450-0075-08530	680.00	SNOW VILLAGE SUPPLIES		302166	
						680.00
BRENT ARCHIBALD	0136-801-3101-33250	160.00	POLICE POST TRAINING		302167	
						160.00
AT & T	0010-801-3112-32050	5.10	PHONE SERVICE		302142	
	0010-801-3114-32050	4.33	PHONE SERVICE		302142	
						9.43
	0010-801-3113-32050	40.08	PHONE SERVICE		302143	
						40.08
AT&T	0092-801-4220-32050	200.30	INTERNET/PHONE SERVICE		302168	
	0092-801-4222-32050	693.56	INTERNET/PHONE SERVICE		302168	
	0010-801-6517-32050	71.06	INTERNET/PHONE SERVICE		302168	
	0022-801-4206-32050	298.48	INTERNET/PHONE SERVICE		302168	
	0109-801-6511-32050	66.88	INTERNET/PHONE SERVICE		302168	
	0010-801-6502-32050	148.12	INTERNET/PHONE SERVICE		302168	
	0010-801-6001-32050	195.38	INTERNET/PHONE SERVICE		302168	
	0010-801-3112-32050	3,111.68	INTERNET/PHONE SERVICE		302168	
	0010-801-3113-32050	15.28	INTERNET/PHONE SERVICE		302168	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0010-801-3114-41100	17.06	INTERNET/PHONE SERVICE		302168	
	0010-801-3201-32050	983.45	INTERNET/PHONE SERVICE		302168	
	0010-801-3230-32050	2,623.70	INTERNET/PHONE SERVICE		302168	
	0010-801-1801-32050	15.55	INTERNET/PHONE SERVICE		302168	
	0010-801-4209-32050	255.12	INTERNET/PHONE SERVICE		302168	
	0010-801-1404-32050	49.39	INTERNET/PHONE SERVICE		302168	
	0010-801-1408-32050	126.26	INTERNET/PHONE SERVICE		302168	
	0043-801-1404-32050	25.13	INTERNET/PHONE SERVICE		302168	
	0092-801-1404-32050	30.52	INTERNET/PHONE SERVICE		302168	
	0010-801-1301-32050	15.29	INTERNET/PHONE SERVICE		302168	
	0010-801-1408-32050	1,161.92	INTERNET/PHONE SERVICE		302168	
	0010-801-3112-32050	774.61	INTERNET/PHONE SERVICE		302168	
	0010-801-3201-32050	387.30	INTERNET/PHONE SERVICE		302168	
	0010-801-6001-32050	129.10	INTERNET/PHONE SERVICE		302168	
	0169-801-2201-32050	129.10	INTERNET/PHONE SERVICE		302168	
	0010-801-1404-32050	708.19	INTERNET/PHONE SERVICE		302168	
	0043-801-1404-32050	521.82	INTERNET/PHONE SERVICE		302168	
	0092-801-1404-32050	633.64	INTERNET/PHONE SERVICE		302168	
						13,387.89
BANKCARD CENTER	0010-801-1101-22670	16.45	11/14 STMT-REFRESHMENTS		302144	
	0010-801-1101-39400	1,259.99	11/14 STMT-ICSC CONVENTION		302144	
	0010-801-1201-21350	255.53	11/14 STMT-REFRIGERATOR		302144	
	0010-801-1301-39400	1,042.92	11/14 STMT-CHIEF'S CONVENTION		302144	
	0010-801-1704-39300	719.00	11/14 STMT-MEMBERSHIP		302144	
	0010-801-1801-39550	192.69	11/14 STMT-REFRESHMENTS		302144	
	0010-801-3101-22670	347.73	11/14 STMT-REFRESHMENTS		302144	
	0010-801-3101-22750	342.92	11/14 STMT-RENTAL		302144	
	0010-801-3101-33400	145.88	11/14 STMT-CHIEF'S CONVENTION		302144	
	0010-801-3101-39350	10.00	11/14 STMT-SUBSCRIPTION		302144	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BANKCARD CENTER	0010-801-3101-39400	1,119.40	11/14 STMT-TRANING		302144	
	0010-801-3120-39700	425.70	11/14 STMT-REFRESHMENTS		302144	
	0010-801-3230-39700	107.18	11/14 STMT-REFRESHMENTS		302144	
	0136-801-3101-33250	639.26	11/14 STMT-POLICE POST TRAININ		302144	
	0163-801-6005-38400	81.70	11/14 STMT-SUPPLIES		302144	
	0349-801-3201-39400	399.47	11/14 STMT-SUPPLIES		302144	
						7,105.82
BIG 5 SPORTING GOODS STORE	0335-801-3102-22750	789.36	POLICE TRAFFIC SAFETY FAIR		302169	
						789.36
CHARTER COMMUNICATIONS	0010-801-6505-38400	95.13	INTERNET/CABLE SERVICE		302145	
	0010-801-6502-32050	75.31	INTERNET/CABLE SERVICE		302145	
	0010-801-6502-32050	76.25	INTERNET/CABLE SERVICE		302145	
						246.69
	0010-801-6003-38400	3,093.34	INTERNET/CABLE SERVICE		302170	
						3,093.34
	0010-801-1404-32050	31.04	INTERNET/CABLE SERVICE		302194	
	0010-801-3112-32050	59.85	INTERNET/CABLE SERVICE		302194	
	0043-801-1404-32050	22.87	INTERNET/CABLE SERVICE		302194	
	0092-801-1404-32050	27.77	INTERNET/CABLE SERVICE		302194	
						141.53
DAN COSTLEY	0075-450-0075-08530	118.41	SNOW VILLAGE SUPPLIES (TRUST)		302171	
						118.41
COUNTY OF LOS ANGELES	0010-801-3220-41100	45.00	FIRE PARAMEDIC ACCREDITATION		302172	
						45.00
CPFIT	0065-464	552.00	FIRE LTD INSURANCE		302173	
						552.00
DAPEER ROSENBLIT & LITVAK	0010-801-5002-99726	2,698.79	LEGAL FEES-990 MONTEREY PASS		302174	
	0010-801-5002-99726	3,743.20	LEGAL FEES-990 MONTEREY PASS		302174	
	0010-801-5002-99726	1,168.00	LEGAL FEES-990 MONTEREY PASS		302174	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						7,609.99
DIRECTV,LLC	0010-801-3230-32050	178.98	EOC SERVICES		302195	
						178.98
DIVERSIFIED RISK INSURANCE	0075-450-0075-08350	214.80	SPECIAL EVENT INSURANCE(TRUST)		302146	
						214.80
EMS PERSONNEL FUND	0010-801-3220-41100	200.00	PARAMEDIC LICENSE RENEWAL		302175	
						200.00
FEDERAL EXPRESS CORP.	0010-801-3205-32200	9.74	DELIVERY SERVICE		302176	
	0010-801-6001-32200	29.24	DELIVERY SERVICE		302176	
	0010-801-1201-32200	26.46	DELIVERY SERVICE		302176	
	0010-801-3205-32200	7.57	DELIVERY SERVICE		302176	
	0010-801-1403-32200	20.11	DELIVERY SERVICE		302176	
	0010-801-3205-32200	140.15	DELIVERY SERVICE		302176	
	0010-801-3205-32200	30.98	DELIVERY SERVICE		302176	
	0010-801-3205-32200	8.27	DELIVERY SERVICE		302176	
	0092-801-4223-31950	67.01	DELIVERY SERVICE		302176	
	0010-801-3205-32200	7.97	DELIVERY SERVICE		302176	
	0010-801-4212-31500	90.02	DELIVERY SERVICE		302176	
	0010-801-1403-32200	51.14	DELIVERY SERVICE		302176	
	0075-450-0075-08550	22.14	DELIVERY SERVICE (TRUST)		302176	
	0010-801-1403-32200	37.90	DELIVERY SERVICE		302176	
	0010-801-3205-32200	7.57	DELIVERY SERVICE		302176	
	0010-801-3101-32200	6.53	DELIVERY SERVICE		302176	
	0010-801-3102-32200	18.08	DELIVERY SERVICE		302176	
	0010-801-3205-32200	29.60	DELIVERY SERVICE		302176	
						610.48
FS CONSTRUCTION	0010-801-5004-91527	1,800.00	PICNIC TABLE INSTALL-BARNS		302147	
	0010-801-5004-91528	350.00	PICNIC TABLE INSTALL-ELDER		302147	
	0010-801-5004-91529	350.00	PICNIC TABLE INSTALL-HIGHLANDS		302147	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,500.00
HOUSE OF PRINTING	0075-450-0075-08530	246.34	SNOW VILLAGE FLYER (TRUST)		302148	
						246.34
JENKINS & HOGIN, LLP	0010-801-1601-31600	328.00	LEGAL-VILLA GARFIELD		302149	
						328.00
JWA URBAN CONSULTANTS INC	0880-801-2207-31950	4,814.00	CONTRACT PLANNER FEES	90480	302150	
	0880-801-2207-31950	4,814.00	CONTRACT PLANNER FEES	90480	302150	
	0880-801-2207-31950	5,311.00	CONTRACT PLANNER FEES	90480	302150	
						14,939.00
L.A. COUNTY FIRE DEPARTMENT	0010-801-6502-31950	363.00	HAZARDOUS MATERIAL PROGRAM		302151	
	0010-801-6502-31950	363.00	HAZARDOUS MATERIAL PROGRAM		302151	
						726.00
LAKESHORE LEARNING MATERIALS COMPAN	0163-801-6005-21350	415.92	LIBRARY - SUPPLIES		302177	
						415.92
MARTIN MIRAMONTES PAINTING	0010-850-1704-31860	9,740.00	PAINTING 3 BRIDGES	80601	302152	
						9,740.00
MONTEREY PARK PETTY CASH	0010-801-3210-39400	22.86	PETTY CASH-SUPPLIES		302153	
	0092-801-4221-33550	26.00	PETTY CASH-PARKING		302153	
	0010-801-1101-39400	14.45	PETTY CASH-REFRESHMENTS		302153	
	0010-801-3101-22670	98.60	PETTY CASH-SUPPLIES		302153	
	0010-801-3101-22670	97.91	PETTY CASH-SUPPLIES		302153	
	0010-801-3101-22670	99.00	PETTY CASH-SUPPLIES		302153	
	0092-801-4221-22750	17.65	PETTY CASH-REFRESHMENTS		302153	
	0010-801-1406-39300	81.00	PETTY CASH-TRAINING		302153	
	0010-801-4203-22750	38.40	PETTY CASH-SUPPLIES		302153	
	0010-801-3101-22670	47.91	PETTY CASH-SUPPLIES		302153	
	0010-801-3205-21250	9.04	PETTY CASH-SUPPLIES		302153	
	0010-801-1403-39400	42.00	PETTY CASH-MILEAGE		302153	
						594.82

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MONTEREY PARK PETTY CASH	0092-801-1406-24100	98.41	PETTY CASH-OFFICE SUPPLIES		302178	
	0010-801-3205-21350	19.98	PETTY CASH-REFRESHMENTS		302178	
	0010-801-1407-39300	31.00	PETTY CASH-TRAINING		302178	
	0092-801-4220-22750	50.00	PETTY CASH-EE OF THE YEAR		302178	
	0022-801-4202-24100	50.00	PETTY CASH-EE OF THE YEAR		302178	
	0010-801-6517-21350	50.00	PETTY CASH-EE OF THE YEAR		302178	
	0075-450-0075-08895	72.53	PETTY CASH-SNOW VILLAGE-TRUST		302178	
	0010-801-4212-22700	50.00	PETTY CASH-EE OF THE YEAR		302178	
	0010-801-6505-39250	47.91	PETTY CASH-OFFICE SUPPLIES		302178	
	0075-450-0075-08550	16.17	PETTY CASH-HOLIDAY DECO-TRUST		302178	
	0043-801-4208-33200	31.47	PETTY CASH-MILEAGE		302178	
	0010-801-3205-32200	9.93	PETTY CASH-POSTAGE		302178	
	0010-801-6503-38200	100.00	PETTY CASH-SUPPLIES		302178	
	0010-801-6503-38200	91.57	PETTY CASH-SUPPLIES		302178	
	0092-801-1403-39400	30.00	PETTY CASH-CHAMBERS EVENT		302178	
						748.97
	0075-450-0075-08550	50.00	PETTY CASH-LUNCHEON (TRUST)		302196	
	0075-450-0075-08550	79.56	PETTY CASH-SUPPLIES (TRUST)		302196	
	0075-450-0075-08550	74.12	PETTY CASH-SUPPLIES (TRUST)		302196	
	0010-801-6505-39250	43.14	PETTY CASH-COMPUTER SUPPLIES		302196	
	0010-801-3120-39700	47.62	PETTY CASH-REFRESHMENTS		302196	
	0075-450-0075-08550	80.05	PETTY CASH-LUNCHEON (TRUST)		302196	
	0010-801-4212-33100	12.51	PETTY CASH-MILEAGE		302196	
	0010-801-6505-39250	81.75	PETTY CASH-COMPUTER SUPPLIES		302196	
	0010-801-1403-21350	61.67	PETTY CASH-OFFICE SUPPLIES		302196	
						530.42
MOUNTAIN VIEW POOL REMODELING	0501-801-5004-91733	30,634.00	ELDER PARK POOL REPLASTERING	90473	302179	
	0010-850-5002-91576	2,492.50	ELDER PARK POOL REPLASTERING	80580	302179	
						33,126.50

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MUSIC GEM	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		302180	
						190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		302181	
						190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		302182	
						190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		302183	
						190.00
OLSON LAND OPPORTUNITIES, LLC	0075-450-0075-08660	5,441.79	REFUND POTRERO GRANDE (TRUST)		302184	
						5,441.79
ORANGE COUNTY SHERIFF'S DEPT	0136-801-3101-33250	262.00	POLICE POST TRAINING		302154	
						262.00
PACIFIC TELEMANAGEMENT SERVICES	0010-801-6502-32050	228.00	PHONE SERVICE		302185	
						228.00
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-32200	5.87	POSTAGE		302155	
	0010-801-1403-32200	90.48	POSTAGE		302155	
	0010-801-1406-32200	39.08	POSTAGE		302155	
	0010-801-1407-32200	37.00	POSTAGE		302155	
	0010-801-1701-32200	35.30	POSTAGE		302155	
	0010-801-1702-32200	89.19	POSTAGE		302155	
	0010-801-1704-32200	7.20	POSTAGE		302155	
	0010-801-1801-32200	5.28	POSTAGE		302155	
	0010-801-1802-32200	2.40	POSTAGE		302155	
	0010-801-3101-32200	62.15	POSTAGE		302155	
	0010-801-3102-32200	22.80	POSTAGE		302155	
	0010-801-3104-32200	20.70	POSTAGE		302155	
	0010-801-3111-32200	3.07	POSTAGE		302155	
	0010-801-3113-32200	14.38	POSTAGE		302155	
	0010-801-3114-32200	100.81	POSTAGE		302155	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0010-801-3120-32200	31.68	POSTAGE		302155	
	0010-801-3201-32200	2.72	POSTAGE		302155	
	0010-801-3210-32200	3.80	POSTAGE		302155	
	0010-801-3220-32200	3.71	POSTAGE		302155	
	0010-801-4209-32200	19.68	POSTAGE		302155	
	0010-801-6001-32200	35.52	POSTAGE		302155	
	0010-801-6502-32200	86.88	POSTAGE		302155	
	0043-801-1201-32200	9.66	POSTAGE		302155	
	0043-801-4208-32200	5.76	POSTAGE		302155	
	0043-801-4212-32200	3.03	POSTAGE		302155	
	0075-450-0075-09230	35.35	POSTAGE (TRUST)		302155	
	0077-801-1111-31950	1.88	POSTAGE		302155	
	0092-801-1201-32200	0.48	POSTAGE		302155	
	0092-801-4220-32200	0.96	POSTAGE		302155	
	0092-801-4221-32200	31.41	POSTAGE		302155	
	0163-801-6005-32200	0.48	POSTAGE		302155	
						808.71
	0010-801-1301-31750	7.61	POSTAGE		302186	
	0010-801-1301-32200	51.72	POSTAGE		302186	
	0010-801-1403-32200	83.97	POSTAGE		302186	
	0010-801-1406-32200	98.34	POSTAGE		302186	
	0010-801-1407-32200	5.28	POSTAGE		302186	
	0010-801-1701-32200	22.27	POSTAGE		302186	
	0010-801-1702-32200	62.94	POSTAGE		302186	
	0010-801-1703-32200	5.05	POSTAGE		302186	
	0010-801-1801-32200	99.34	POSTAGE		302186	
	0010-801-1802-32200	7.87	POSTAGE		302186	
	0010-801-3101-32200	9.64	POSTAGE		302186	
	0010-801-3102-32200	9.49	POSTAGE		302186	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0010-801-3104-32200	17.45	POSTAGE		302186	
	0010-801-3111-32200	1.40	POSTAGE		302186	
	0010-801-3113-32200	1.19	POSTAGE		302186	
	0010-801-3114-32200	75.38	POSTAGE		302186	
	0010-801-3201-32200	0.96	POSTAGE		302186	
	0010-801-3205-32200	4.32	POSTAGE		302186	
	0010-801-3210-32200	7.83	POSTAGE		302186	
	0010-801-3220-32200	20.74	POSTAGE		302186	
	0010-801-6001-32200	38.77	POSTAGE		302186	
	0010-801-6502-32200	63.09	POSTAGE		302186	
	0043-801-1201-32200	1.44	POSTAGE		302186	
	0043-801-4212-32200	12.48	POSTAGE		302186	
	0075-450-0075-09230	30.30	POSTAGE (TRUST)		302186	
	0077-801-1111-31950	148.80	POSTAGE		302186	
	0092-801-1201-32200	0.48	POSTAGE		302186	
	0163-801-6005-32200	0.48	POSTAGE		302186	
						888.63
PRIVATE MEDICAL CARE, INC.	0065-461	2,765.61	DENTAL INSURANCE		302187	
						2,765.61
RAQUEL RICHARDS	0075-450-0075-08330	500.00	EE HOLIDAY LUNCHEON (TRUST)		302156	
						500.00
SAFE WAY ENTERPRISES	0109-801-4201-31950	1,600.00	CHARTER-RECREATION PROGRAM		302157	
						1,600.00
SBC LONG DISTANCE	0010-801-1408-32050	50.51	PHONE SERVICE		302197	
	0010-801-3112-32050	33.68	PHONE SERVICE		302197	
	0010-801-1408-32050	16.84	PHONE SERVICE		302197	
	0010-801-6001-32050	5.61	PHONE SERVICE		302197	
	0169-801-2201-32050	5.61	PHONE SERVICE		302197	
						112.25

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SEE'S CANDY SHOPS, INC	0075-450-0075-08550	1,444.00	LANGLEY HOLIDAY LUNCHEON-TRUST		302158	
						1,444.00
SPRINT CORPORATION	0010-801-3115-38400	1,391.65	MOBILE DATA SERVICE		302159	
						1,391.65
	0010-801-3115-38400	1,128.33	MOBILE DATA SERVICE	90024	302160	
						1,128.33
SWRCB FEES	0093-801-4226-41100	890.12	LARGE WATER SYSTEM FEES		302161	
	0093-801-4227-41100	890.12	LARGE WATER SYSTEM FEES		302161	
	0093-801-4228-41100	890.12	LARGE WATER SYSTEM FEES		302161	
	0093-801-4229-41100	890.12	LARGE WATER SYSTEM FEES		302161	
	0093-801-4230-41100	890.12	LARGE WATER SYSTEM FEES		302161	
	0093-801-4231-41100	890.13	LARGE WATER SYSTEM FEES		302161	
	0093-801-4232-41100	890.13	LARGE WATER SYSTEM FEES		302161	
						6,230.86
THE GAS COMPANY (DBA)	0010-801-3114-36200	122.13	GAS SERVICES		302188	
	0060-801-4211-22250	159.17	GAS SERVICES		302188	
						281.30
UNITED STATES POST OFFICE	0092-801-4221-32200	10,000.00	WATER BILLS POSTAGE		302189	
						10,000.00
	0092-801-4221-32200	220.00	WATER BILLS POSTAGE PERMIT		302190	
						220.00
MARICELA VASQUEZ	0010-801-6506-22750	200.00	DAY CARE SUPPLIES		302191	
	0010-801-6506-22750	200.00	DAY CARE SUPPLIES		302191	
						400.00
VERIZON WIRELESS	0092-801-4222-32050	152.02	WIRELESS VOICE & DATA SERVICE		302162	
	0160-801-3115-38400	38.03	WIRELESS VOICE & DATA SERVICE		302162	
						190.05
	0010-801-3112-32050	767.02	WIRELESS VOICE & DATA SERVICE		302192	
	0010-801-1701-32050	39.03	WIRELESS VOICE & DATA SERVICE		302192	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/07/2015

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
VERIZON WIRELESS	0010-801-1703-32050	8.85	WIRELESS VOICE & DATA SERVICE		302192	
	0010-801-1702-32050	14.85	WIRELESS VOICE & DATA SERVICE		302192	
						829.75
	0010-801-3220-32050	108.20	WIRELESS VOICE & DATA SERVICE		302198	
	0010-801-3205-32050	78.96	WIRELESS VOICE & DATA SERVICE		302198	
	0010-801-3201-32050	0.25	WIRELESS VOICE & DATA SERVICE		302198	
	0010-801-3210-32050	1.13	WIRELESS VOICE & DATA SERVICE		302198	
	0349-801-3201-39400	38.01	WIRELESS VOICE & DATA SERVICE		302198	
	0109-801-6511-31180	221.24	WIRELESS VOICE & DATA SERVICE		302198	
	0109-801-6511-31180	19.11	WIRELESS VOICE & DATA SERVICE		302198	
	0010-801-3104-31950	38.01	WIRELESS VOICE & DATA SERVICE		302198	
						504.91
	TOTAL FOR PREPAID WARRANTS					**139,082.69**

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ADLERHORST INTERNATIONAL INC.	0160-801-3103-22800	266.66	POLICE TRAINING		302199	
						266.66
ADVANCE PEST TERMITE CONTROL	0010-801-6517-38100	42.00	PEST CONTROL	90252	302200	
	0010-801-6507-31160	53.00	PEST CONTROL	90252	302200	
	0010-801-6507-31160	30.00	PEST CONTROL	90252	302200	
	0010-801-6507-31160	38.00	PEST CONTROL	90252	302200	
	0010-801-6517-38100	47.00	PEST CONTROL	90252	302200	
						210.00
ADVANCED ELECTRONICS	0160-801-3103-22750	1,544.90	POLICE RADIO EQUIPMENT		302201	
	0160-801-3103-22750	73.76	POLICE RADIO EQUIPMENT		302201	
						1,618.66
AIR EXCHANGE, INC	0060-801-3210-38400	1,594.87	FIRE-REPAIR STATION 61		302202	
						1,594.87
CITY OF ALHAMBRA	0060-801-4211-22250	164.12	CNG FUEL-08/14	90041	302203	
	0060-801-4211-22250	83.10	CNG FUEL-09/14	90041	302203	
						247.22
AMERICAN DYNAMIC SERVICES, INC.	0010-801-3230-22750	105.00	FIRE/SECURITY ALARM MONITORING		302204	
	0010-801-3230-22750	89.97	FIRE/SECURITY ALARM MONITORING		302204	
						194.97
ARROW INTERNATIONAL	0010-801-3220-24200	607.48	FIRE MEDICAL SUPPLIES		302205	
						607.48
ARTE FLAMENCO DANCE THEATER	0159-801-6507-31930	144.50	INSTRUCTOR-RECREATION CLASS		302206	
						144.50
ASTRO PLUMBING SUPPLY CO (DBA)	0010-801-4210-23300	1,618.64	PLUMBING SUPPLIES	90169	302207	
						1,618.64
ATHENS SERVICES	0043-801-4208-41200	415,313.93	REFUSE COLLECTION SERVICES		302208	
						415,313.93
	0344-801-5002-99290	1,370.15	STREET SWEEPING	90198	302209	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,370.15
BATTERY JUNCTION (DBA)	0010-801-3220-23700	289.52	FIRE SUPPLIES		302210	
						289.52
BAXTER'S FRAME WORKS AND BADGE FRAI	0010-801-3120-22750	697.68	POLICE-BADGE & PATCH		302211	
						697.68
BLACK & WHITE EMERGENCY VEHICLES	0092-850-4211-54930	519.93	FLEET CONVERSION		302212	
						519.93
FRANK BLANEY	0159-701-0159-07030	67.00	REFUND-RECREATION CLASS		302213	
						67.00
BOURRET GLASS & UPHOLSTERY,INC	0060-801-3210-38400	373.77	FIRE REPAIR ENGINE 61		302214	
						373.77
BYTOPS SIGN	0075-450-0075-08530	87.20	BANNERS (TRUST)		302215	
	0075-450-0075-08530	39.24	BANNERS (TRUST)		302215	
						126.44
CAAD LLC	0092-801-4221-32200	1,046.44	WATER BILL MAILING SERVICE		302216	
						1,046.44
CALIFORNIA DEBT & INV. ADV.COM	0092-801-4223-42240	1,576.79	SIEMENS REPORTING FEE		302217	
						1,576.79
CALOX, INC	0010-801-3210-22750	29.75	FIRE MEDICAL SUPPLIES-STA. 61	90228	302218	
	0010-801-3210-22750	21.25	FIRE MEDICAL SUPPLIES-STA. 62	90228	302218	
						51.00
CAMINO REAL CHEVROLET	0060-801-4211-23500	198.22	FLEET REPAIR/PARTS-UNIT 923	90039	302219	
						198.22
CANON FINANCIAL SERVICES, INC.	0010-801-1701-37500	832.46	COPIER MACHINE RENTAL	90205	302220	
	0092-801-4220-38400	832.46	COPIER MACHINE RENTAL	90205	302220	
	0010-801-3205-37500	832.46	COPIER MACHINE RENTAL	90205	302220	
	0010-801-1403-37500	1,520.46	COPIER MACHINE RENTAL		302220	
	0010-801-1201-38400	1,279.71	COPIER MACHINE RENTAL		302220	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CANON FINANCIAL SERVICES, INC.	0010-801-1407-37500	683.07	COPIER MACHINE RENTAL	90284	302220	
	0010-801-1801-39250	683.06	COPIER MACHINE RENTAL	90284	302220	
	0010-801-6508-38400	683.07	COPIER MACHINE RENTAL	90284	302220	
	0010-801-6505-39250	944.86	COPIER MACHINE RENTAL		302220	
	0010-801-3210-37500	1,886.58	COPIER MACHINE RENTAL	90229	302220	
	0010-801-3104-37500	1,919.90	COPIER MACHINE RENTAL	90004	302220	
	0010-801-3114-37500	1,964.50	COPIER MACHINE RENTAL	90005	302220	
						14,062.59
CANON SOLUTIONS AMERICA, INC	0010-801-1301-37500	22.45	COPIER MAINTENANCE		302221	
						22.45
MARLENE A CARDINALI	0159-801-6507-31930	130.00	INSTRUCTOR-RECREATION CLASS		302222	
						130.00
PATRICK CHAN	0010-801-3101-38400	736.00	POLICE-MEDAL CEREMONY PHOTO		302223	
						736.00
LEE CHEN-NORMAN	0159-801-6507-31930	58.50	INSTRUCTOR-RECREATION CLASS		302224	
						58.50
CITATION MANAGEMENT (DBA)	0010-701-0010-03630	3,419.29	PARKING CITATIONS SERVICE		302225	
						3,419.29
CLEAN ENERGY	0166-801-4201-31960	7,692.19	CNG FUEL	90375	302226	
						7,692.19
COBRA FIRE PROTECTION	0060-801-4211-38400	372.41	FIRE SYS/EXTINGUISHERS SERVICE	90042	302227	
	0010-801-6505-23050	145.80	FIRE SYS/EXTINGUISHERS SERVICE		302227	
	0010-801-6502-38400	60.00	FIRE SYS/EXTINGUISHERS SERVICE		302227	
	0010-801-3210-22750	153.41	FIRE SYS/EXTINGUISHERS SERVICE		302227	
						731.62
COLLICUTT ENERGY SERVICES INC	0092-801-4210-38100	1,107.82	GENERATOR REPAIR	90165	302228	
	0092-801-4210-38100	285.00	GENERATOR REPAIR	90165	302228	
	0092-801-4210-38100	285.00	GENERATOR REPAIR	90165	302228	
	0092-801-4210-38100	292.68	GENERATOR REPAIR	90165	302228	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
COLLICUTT ENERGY SERVICES INC	0092-801-4210-38100	292.68	GENERATOR REPAIR	90165	302228	
	0092-801-4210-38100	285.00	GENERATOR REPAIR	90165	302228	
	0092-801-4210-38100	285.00	GENERATOR REPAIR	90165	302228	
						2,833.18
COMMERCIAL DOOR OF LOS ANGELES	0092-801-4210-38100	282.35	DOOR REPAIR	90164	302229	
						282.35
COUNTY OF LOS ANGELES	0010-801-3111-31950	7,927.95	ANIMAL CONTROL SERVICES	90012	302230	
	0010-701-0010-02420	340.00-	ANIMAL CONTROL-OTHER CREDIT		302230	
	0010-701-0010-02410	1,160.00-	ANIMAL CONTROL-LICENSES FEES		302230	
						6,427.95
D & R OFFICE WORKS INC	0010-801-1403-22750	4,000.00	COUNCIL CHAMBER CHAIRS	90481	302231	
	0010-801-1403-21350	61.34	COUNCIL CHAIRS	90481	302231	
						4,061.34
DAILY JOURNAL CORPORATION	0092-801-1301-34050	105.00	LEGAL NOTICE	90356	302232	
						105.00
DANA SAFETY SUPPLY, INC.	0060-801-4211-38410	735.80	FLEET SUPPLIES-UNIT 923 & 906	90491	302233	
						735.80
DAPEER ROSENBLIT & LITVAK	0010-801-1702-31600	796.89	LEGAL FEES-11/14	90204	302234	
						796.89
DATA WEST CORPORATION	0092-801-4221-38400	320.00	SYSTEM SUPPORT	90286	302235	
						320.00
DELL MARKETING LP	0010-801-1704-24150	35.96	COMPUTER/SUPPLIES		302236	
						35.96
DEPARTMENT OF JUSTICE	0010-801-1801-39550	1,477.00	FINGERPRINT PROCESSING		302237	
						1,477.00
DRIVERS LICENSE GUIDE COMPANY	0075-450-0075-09230	48.46	PUBLICATION (TRUST)		302238	
						48.46
DUNN-EDWARDS CORPORATION	0010-801-4210-23100	21.72	PAINT SUPPLIES		302239	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
DUNN-EDWARDS CORPORATION	0010-801-4210-23100	237.35	PAINT SUPPLIES		302239	
						259.07
ECONOMY RENTALS INC.	0010-801-6508-39860	151.81	EQUIPMENT RENTAL		302240	
						151.81
EL NATIVO GROWERS, INC.	0010-801-6517-23050	13.63	PARKS SUPPLIES		302241	
						13.63
EMPIRE CLEANING SUPPLY	0010-801-3210-22150	1,265.48	JANITORIAL SUPPLIES	90209	302242	
						1,265.48
FORD OF MONTEBELLO	0060-801-4211-38400	75.00	FLEET PARTS-UNIT 089	90045	302243	
	0060-801-4211-23500	96.62	FLEET PARTS-UNIT 899	90045	302243	
	0060-801-4211-38400	114.00	FLEET PARTS-UNIT 042	90045	302243	
						285.62
CHAI FOSTERLING	0159-801-6507-31930	134.88	INSTRUCTOR-RECREATION CLASS		302244	
						134.88
FOUR SEASONS RESTORATION, INC.	0152-701-0152-05452	352.50	REPAIR-371 E POMONA		302245	
	0880-701-0880-05452	22.50	REPAIR-341 E POMONA		302245	
						375.00
GARFIELD MEDICAL CENTER	0010-801-3113-22600	24.00	PHYSICAL		302246	
	0010-801-3113-22600	24.00	PHYSICAL		302246	
	0010-801-3113-22600	24.00	PHYSICAL		302246	
	0010-801-3113-22600	24.00	PHYSICAL		302246	
						96.00
GARVEY EQUIPMENT COMPANY	0070-801-5002-88510	1,514.01	FIRE SUPPLIES		302247	
	0010-801-6517-23050	177.12	FIRE SUPPLIES	90336	302247	
						1,691.13
GOVCONNECTION INC.	0010-801-1404-22750	60.09	COMPUTER SUPPLIES		302248	
	0010-801-1404-22750	40.28	COMPUTER SUPPLIES		302248	
	0010-801-1404-22750	87.85	COMPUTER SUPPLIES		302248	
	0010-801-6505-39250	446.90	COMPUTER SUPPLIES		302248	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						635.12
GRIFFIN STRUCTURES INC.	0010-801-1704-31950	8,000.00	CONSULTING SERVICES	90397	302249	
						8,000.00
GRM INFORMATION MANAGEMENT	0010-801-1301-31950	36.17	STORAGE SERVICES	90496	302250	
	0010-801-1301-31950	550.00	STORAGE SERVICES	90496	302250	
	0010-801-1301-31950	49.00	STORAGE SERVICES	90496	302250	
						635.17
JIE GUO	0159-801-6507-31930	78.00	INSTRUCTOR-RECREATION CLASS		302251	
						78.00
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	93.20	FLEET PARTS-UNIT 949	90050	302252	
	0060-801-4211-23500	81.73	FLEET PARTS-UNIT 846	90050	302252	
	0060-801-4211-23500	99.43	FLEET PARTS-UNIT 059	90050	302252	
	0060-801-4211-23500	198.86	FLEET PARTS-UNIT 982	90050	302252	
						473.22
BARBARA HAMER	0010-801-6505-23910	189.66	LANGLEY THANKSGIVING SUPPLIES		302253	
						189.66
HANSON AGGREGATES	0110-801-4202-23600	1,649.69	STREET SUPPLIES	90159	302254	
						1,649.69
HAROLD'S KEY SHOP, INC.	0092-801-4210-38100	20.00	KEY/LOCK SERVICES	90158	302255	
						20.00
HDL COREN & CONE	0092-801-1403-31800	2,000.00	TOT AUDIT SERVICES		302256	
	0010-801-1403-31800	1,850.00	TOT AUDIT SERVICES		302256	
						3,850.00
HEALTHFIRST MEDICAL GROUP	0010-801-1801-31900	1,019.00	PRE-EMPLOYMENT PHYSICALS		302257	
						1,019.00
HERITAGE OPERATING LP (DBA) PROFLAN	0060-801-4211-22250	345.77	PROPANE	90074	302258	
						345.77
SONJA HOLLADAY	0159-801-6507-31930	3,922.13	INSTRUCTOR-RECREATION CLASS		302259	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SONJA HOLLADAY	0159-801-6507-31930	2,129.05	INSTRUCTOR-RECREATION CLASS		302259	
						6,051.18
HOME DEPOT CREDIT SERVICES	0092-801-4210-23050	423.56	HARDWARE SUPPLIES	90191	302260	
	0010-801-4210-24100	208.00	HARDWARE SUPPLIES	90191	302260	
	0010-801-4210-23100	478.40	HARDWARE SUPPLIES	90191	302260	
	0010-801-4210-23100	12.41	HARDWARE SUPPLIES	90191	302260	
	0010-801-6517-22750	17.77	HARDWARE SUPPLIES		302260	
	0010-801-6517-22750	28.78	HARDWARE SUPPLIES		302260	
	0060-801-4211-23500	286.96	HARDWARE SUPPLIES	90053	302260	
						1,455.88
ADA HUANG	0159-701-0159-07030	78.00	REFUND-CLASS CANCELLATION		302261	
						78.00
INTER VALLEY POOL SUPPLY	0010-801-6503-23050	683.81	POOL CHEMICALS		302262	
	0010-801-6503-23050	384.73	POOL CHEMICALS	90262	302262	
	0010-801-6503-23050	631.14	POOL CHEMICALS	90262	302262	
	0010-801-6503-23050	371.96	POOL CHEMICALS	90262	302262	
	0010-801-6503-23050	50.69	POOL CHEMICALS		302262	
	0010-801-6503-23050	500.00	POOL CHEMICALS		302262	
	0010-801-6503-23050	245.90	POOL CHEMICALS		302262	
	0010-801-6503-23050	322.75	POOL CHEMICALS		302262	
						3,190.98
INTERLINE BRANDS INC (DBA) CLEANSOU	0043-801-4208-22750	222.57	JANITORIAL SUPPLIES		302263	
						222.57
INTERNATIONAL ASSOC. OF FIRE	0010-801-3201-39300	304.00	FIRE-MEMBERSHIP		302264	
						304.00
INTERNATIONAL CODE COUNCIL, INC	0010-801-3205-39350	129.55	FIRE PUBLICATION		302265	
						129.55
IP LEARNING CENTER	0159-801-6507-31930	315.00	INSTRUCTOR-RECREATION CLASS		302266	
						315.00

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
IRON MOUNTAIN OFF-SITE DATA	0010-801-1403-31700	281.19	COMPUTER TAPE STORAGE		302267	
						281.19
JHM SUPPLY INC	0010-801-6517-23300	27.59	PARKS SUPPLIES	90338	302268	
						27.59
JSE EMERGENCY MEDICAL GROUP, INC	0010-801-3220-39400	500.00	MEDICAL DIRECTOR SERVICES	90211	302269	
						500.00
GABRIELA KASANJIAN	0159-801-6507-31930	83.20	INSTRUCTOR-RECREATION CLASS		302270	
						83.20
LANGUAGE LINE SERVICES	0010-801-3112-32050	90.24	TRANSLATION SERVICES		302271	
						90.24
LAWN MOWER CORNER/KNG POWER EQUIPME	0176-801-6516-38500	178.94	STREET SUPPLIES	90308	302272	
	0176-801-6516-23300	140.14	STREET SUPPLIES		302272	
						319.08
LIFE SAFETY CONSULTING & ENGINEERIN	0010-701-0010-06330	300.00	FIRE PLAN CHECK	90272	302273	
						300.00
LIFE-ASSIST INC	0010-801-3220-24200	1,324.12	FIRE MEDICAL SUPPLIES	90275	302274	
	0010-801-3220-24200	101.28	FIRE MEDICAL SUPPLIES	90275	302274	
	0010-801-3220-24200	728.85	FIRE MEDICAL SUPPLIES	90275	302274	
	0010-801-3220-24200	176.00	FIRE MEDICAL SUPPLIES	90275	302274	
	0010-801-3220-24200	198.70	FIRE MEDICAL SUPPLIES	90275	302274	
	0010-801-3220-24200	80.10	FIRE MEDICAL SUPPLIES	90275	302274	
						2,609.05
THE LIGHTHOUSE INC (DBA)	0060-801-4211-23500	34.34	FLEET SUPPLIES	90082	302275	
	0060-801-4211-38410	32.90	FLEET SUPPLIES		302275	
	0060-801-4211-23500	99.59	FLEET SUPPLIES	90082	302275	
	0060-801-4211-23500	11.75	FLEET SUPPLIES	90082	302275	
						178.58
LONG BEACH BMW MOTORCYCLES (DBA)	0060-801-4211-38410	97.88	FLEET CONVERSION		302276	
	0060-801-4211-38400	1,903.82	FLEET REPAIR UNIT 024	90058	302276	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,001.70
LOOMIS ARMORED US, INC.	0010-701-0010-03700	508.28	ARMORED CARRIER SERVICE		302277	
						508.28
LOS ANGELES COUNTY DEPT. OF	0022-801-4206-41100	451.51	TRAFFIC SIGNAL MAINTENANCE	90246	302278	
	0010-701-0010-06850	1,440.65	INDUSTRIAL WASTE PERMIT		302278	
	0010-701-0010-06850	2,309.37	INDUSTRIAL WASTE PERMIT		302278	
	0010-701-0010-06850	3,650.73	INDUSTRIAL WASTE INSPECTION		302278	
	0010-701-0010-06850	1,297.21	INDUSTRIAL WASTE INSPECTION		302278	
						9,149.47
LOS ANGELES COUNTY FIRE DEPT.	0060-801-3210-38400	5,508.37	FIRE TRUCK REPAIR	90271	302279	
	0060-801-3210-38400	818.57	FIRE TRUCK REPAIR	90271	302279	
						6,326.94
LOS ANGELES COUNTY SHERIFF'S DEPAR1	0010-801-3113-22600	673.80	PRISONER MEALS	90010	302280	
						673.80
M & C WELDING	0060-801-4211-54920	3,370.02	WELDING SERVICES	90484	302281	
						3,370.02
M & L ENTERPRISE SPORTS	0075-450-0075-08630	858.50	UNIFORMS (TRUST)		302282	
						858.50
MARK KRIKORIAN	0010-701-0010-06330	75.00	PLAN CHECK	90273	302283	
	0010-701-0010-06330	678.00	PLAN CHECK	90273	302283	
						753.00
MARTIN FLORIST	0010-801-6508-22750	218.00	FLORAL ARRANGEMENTS		302284	
						218.00
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23700	45.17	WATER SUPPLIES	90122	302285	
	0092-801-4222-23700	32.25	WATER SUPPLIES	90122	302285	
						77.42
MCNEILL SECURITY AND FIRE SYSTEMS	0092-801-4222-38100	132.45	ALARM SERVICES		302286	
						132.45

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MDF	0070-801-5002-88510	9,549.05	BARNES PARK IMPROVEMENT	90486	302287	
	0501-801-5004-91734	3,912.65	EDISON PARK IMPROVEMENT	90485	302287	
						13,461.70
MIDORI GARDENS	0010-801-6517-31950	165.00	LANDSCAPING SERVICES		302288	
	0010-801-6517-31950	165.00	LANDSCAPING SERVICES		302288	
	0010-801-6517-31950	165.00	LANDSCAPING SERVICES		302288	
	0010-801-6517-31950	980.00	LANDSCAPING SERVICES		302288	
	0344-801-5002-99290	2,790.00	LANDSCAPING SERVICES	90330	302288	
						4,265.00
MISSION SUPER HARDWARE	0010-801-3210-23400	22.87	HARDWARE SUPPLIES	90241	302289	
	0092-801-4221-38400	2.73	HARDWARE SUPPLIES	90155	302289	
	0092-801-4221-38400	15.43	HARDWARE SUPPLIES	90155	302289	
	0010-801-6517-23050	8.40	HARDWARE SUPPLIES	90309	302289	
						49.43
MOBILE MINI LLC	0010-801-6508-39860	115.26	FARMER MKT PORTABLE RESTROOM		302290	
						115.26
MONTEREY CAR WASH INC	0060-801-4211-38400	662.00	CAR WASHES-11/14	90064	302291	
						662.00
MR. ROOTER PLUMBING (DBA)	0092-801-4210-38100	824.56	PLUMBING SERVICES		302292	
						824.56
MV TRANSPORTATION, INC	0166-801-4201-31960	51,832.04	SPIRIT BUS OPERATION-11/14	90360	302293	
	0109-701-0109-07680	2,708.50-	SPIRIT BUS FARE		302293	
	0166-801-4201-31960	280.00	SPIRIT BUS GPS	90360	302293	
						49,403.54
NATIONAL IMPRINT CORPORATION	0010-801-3120-22750	156.00	POLICE-CRB SUPPLIES		302294	
	0010-801-3120-22750	302.86	POLICE-CRB SUPPLIES		302294	
	0010-801-3120-22750	255.50	POLICE-CRB SUPPLIES		302294	
						714.36
NAVARRO'S TOWING	0060-801-4211-38400	85.00	TOWING SERVICES	90065	302295	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						85.00
NEC BUSINESS NETWORK SOLUTIONS	0010-801-3112-38400	1,652.72	PHONE LINE MAINTENANCE	90019	302296	
						1,652.72
NED R HEALY & CO	0060-801-4211-23500	139.86	FLEET SUPPLIES	90066	302297	
						139.86
O'NEAL'S	0075-450-0075-08550	310.00	BILLIARD TABLE MAINT. (TRUST)		302298	
						310.00
O'REILLY AUTO PARTS	0060-801-4211-23500	132.17	FIRE SUPPLIES-UNIT 032	90069	302299	
	0060-801-4211-23500	34.52	FIRE SUPPLIES-UNIT 936	90069	302299	
	0060-801-4211-23500	21.71	FIRE SUPPLIES	90069	302299	
	0060-801-4211-23500	21.71	FIRE SUPPLIES-WD84	90069	302299	
	0060-801-4211-23500	31.98	FIRE SUPPLIES-WD84	90069	302299	
	0060-801-4211-23500	18.12	FIRE SUPPLIES	90069	302299	
	0060-801-4211-23500	58.47	FIRE SUPPLIES	90069	302299	
	0060-801-4211-23500	45.21	FIRE SUPPLIES-UNIT 014	90069	302299	
	0060-801-4211-23500	31.98	FIRE SUPPLIES-WD84	90069	302299	
	0060-801-4211-23500	65.40-	FIRE SUPPLIES-CREDIT	90069	302299	
						330.47
OFFICE DEPOT INC.	0043-801-1101-21350	61.16	OFFICE SUPPLIES		302300	
	0043-801-4212-21250	104.59	OFFICE SUPPLIES	90242	302300	
	0043-801-4212-21250	17.43	OFFICE SUPPLIES	90242	302300	
	0010-801-3201-21250	4.99	OFFICE SUPPLIES	90240	302300	
	0010-801-3201-21300	5.18	OFFICE SUPPLIES	90240	302300	
	0010-801-3201-21300	20.70	OFFICE SUPPLIES	90240	302300	
	0010-801-3230-21250	79.44	OFFICE SUPPLIES	90240	302300	
	0010-801-3201-21350	45.18	OFFICE SUPPLIES	90240	302300	
	0010-801-3210-21350	13.18	OFFICE SUPPLIES	90240	302300	
	0043-801-4212-21250	28.33	OFFICE SUPPLIES	90242	302300	
	0043-801-4212-21250	12.52	OFFICE SUPPLIES	90242	302300	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0043-801-4212-21250	8.59	OFFICE SUPPLIES	90242	302300	
	0043-801-4212-21250	96.36	OFFICE SUPPLIES	90242	302300	
	0043-801-4212-21250	174.71	OFFICE SUPPLIES	90242	302300	
	0010-801-6502-21350	124.81	OFFICE SUPPLIES	90280	302300	
	0010-801-6502-21350	139.03	OFFICE SUPPLIES	90280	302300	
	0010-801-6502-21350	65.39	OFFICE SUPPLIES	90280	302300	
	0010-801-3114-21350	289.46	OFFICE SUPPLIES	90022	302300	
	0010-801-4209-21350	410.71	OFFICE SUPPLIES	90126	302300	
						1,701.76
OLSON HOMES - MONTEREY PARK, LLC	0075-450-0075-08950	788.94	REFUND-OLSON ELECTION (TRUST)		302301	
						788.94
NELSON ONG	0159-801-6507-31930	581.00	INSTRUCTOR-RECREATION CLASS		302302	
						581.00
PARKHOUSE TIRE, INC.	0060-801-4211-23500	356.63	FLEET TIRES-UNIT 848	90071	302303	
	0060-801-4211-23500	932.91	FLEET TIRES	90071	302303	
	0060-801-4211-23500	298.60	FLEET TIRES-WD70	90071	302303	
						1,588.14
PITNEY BOWES GLOBAL FINANCIAL SERVI	0092-801-1408-37200	1,327.62	MAIL MACHINES RENTAL	90289	302304	
						1,327.62
PITNEY BOWES INC	0092-801-1408-38400	370.58	MAILING SUPPLIES		302305	
						370.58
PLUMBERS DEPOT INC	0042-801-4204-22750	391.75	SEWER SUPPLIES	90185	302306	
	0042-801-4204-23700	1,198.74	SEWER SUPPLIES	90185	302306	
	0042-801-4204-22750	473.93	SEWER SUPPLIES	90185	302306	
						2,064.42
PREFERRED ALLIANCE INC	0010-801-1801-31900	84.00	DRIVER TESTING		302307	
						84.00
PROSOURCE FACILITY SUPPLY	0010-801-4210-22150	370.56	JANITORIAL SUPPLIES		302308	
	0010-801-4210-22150	88.67	JANITORIAL SUPPLIES		302308	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						459.23
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22300	34.42	UNIFORMS	90075	302309	
	0060-801-4211-22300	34.42	UNIFORMS	90075	302309	
	0060-801-4211-22150	27.23	SHOP RAGS	90075	302309	
	0010-801-3210-22150	18.98	SHOP RAGS	90075	302309	
	0060-801-4211-22150	27.23	SHOP RAGS	90075	302309	
	0010-801-3210-22150	18.98	SHOP RAGS	90075	302309	
	0060-801-4211-22300	33.13	UNIFORMS	90075	302309	
	0060-801-4211-22150	27.23	SHOP RAGS	90075	302309	
	0010-801-3210-22150	18.98	SHOP RAGS	90075	302309	
						240.60
PUBLIC WORKS SAFETY SUPPLIES	0010-801-4202-23950	105.73	PUBLIC WORKS SUPPLIES		302310	
						105.73
PUMPING SOLUTIONS INC.	0092-801-4223-23900	1,793.89	WATER PARTS		302311	
						1,793.89
QUINN COMPANY	0060-801-4211-23500	291.30	FLEET MAINTENANCE-UNIT 018		302312	
	0060-801-4211-22250	29.92	FLEET MAINTENANCE-UNIT 896		302312	
						321.22
MARGARET RAMIREZ	0092-801-1301-31950	25.00	HOLIDAY SUPPLIES		302313	
	0092-801-1301-31950	25.00	COUNCIL PRESENTATION		302313	
						50.00
RBF CONSULTING	0010-450-1701-02530	8,482.50	CONSULTING SERVICES	90482	302314	
	0447-850-1701-31950	5,267.08	CONSULTING SERVICES	80464	302314	
						13,749.58
RED WING SHOE STORES	0042-801-4204-22750	147.80	SAFETY BOOTS-R VELASCO	90399	302315	
						147.80
	0010-801-6517-22300	230.00	SAFETY BOOTS-D SABADIN	90323	302316	
						230.00
ROSEMEAD OIL PRODUCTS, INC.	0060-801-4211-22250	540.31	MOTOR OIL/FLUID	90077	302317	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						540.31
S C FUELS (DBA)	0060-801-4211-22250	9,930.80	FUEL-12/14	90078	302318	
	0060-801-4211-22250	8,178.48	FUEL-12/14	90078	302318	
						18,109.28
SAFETY KLEEN SYSTEM, INC.	0060-801-4211-37300	331.60	FLEET PARTS	90079	302319	
						331.60
DANNY SALAZAR	0010-801-1801-39400	47.30	TUITION/BOOK REIMBURSEMENT		302320	
						47.30
SHRED-IT LOS ANGELES	0010-801-3114-38400	225.49	SHREDDING SERVICES		302321	
						225.49
SIGMANET, INC	0063-850-5002-99064	1,875.81	EMAIL SERVER SOFTWARE UPGRADE	80594	302322	
	0063-801-5002-99064	1,383.19	EMAIL SERVER SOFTWARE UPGRADE		302322	
						3,259.00
SMART & FINAL #321	0010-801-3210-22150	134.72	FIRE CLEANING SUPPLIES		302323	
						134.72
SMS INC	0010-801-3115-38400	682.00	SERVER MAINTENANCE		302324	
						682.00
SONG OF SONGS MUSIC STUDIO (DBA)	0159-801-6507-31930	96.05	INSTRUCTOR-RECREATION CLASS		302325	
						96.05
SONSRAY MACHINERY LLC	0060-801-4211-23500	407.13	FLEET PARTS		302326	
						407.13
SOUTHEAST CONSTRUCTION PRODUCT	0092-801-4222-23050	58.36	CONSTRUCTION SUPPLY		302327	
						58.36
SOUTHWESTERN BAG CO.	0010-801-4212-31500	1,990.34	SAND BAGS		302328	
						1,990.34
SPEEDO ELECTRIC COMPANY	0060-801-3210-38400	127.00	FIRE PARTS-TRUCK 61		302329	
						127.00
STAPLES BUSINESS ADVANTAGE	0010-801-3205-21250	31.04	OFFICE SUPPLIES		302330	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						31.04
STATUS ONE MEDICAL INC	0092-801-4222-22300	490.34	FIRST AID SUPPLIES	90145	302331	
	0092-801-4222-22300	25.51	FIRST AID SUPPLIES	90145	302331	
						515.85
LEANE SUMIMOTO	0159-801-6507-31930	769.50	INSTRUCTOR-RECREATION CLASS		302332	
						769.50
SUPERIOR COURT OF CALIFORNIA - COUN	0010-701-0010-03620	7,786.14	CITATION PROCESSING		302333	
						7,786.14
TANK SPECIALISTS OF CALIFORNIA	0060-801-4211-31950	125.00	DESIGNATING OPERATING SERVICE	90081	302334	
	0060-801-4211-31950	125.00	DESIGNATING OPERATING SERVICE	90081	302334	
	0060-801-4211-31950	393.30	WATER PUMP REPAIRS	90081	302334	
						643.30
THOMSON REUTERS (LEGAL) INC.	0010-801-3104-39100	246.44	INFORMATION CHARGES	90026	302335	
						246.44
TITO AUTO TRIM (DBA)	0060-801-4211-38400	205.00	FLEET REPAIR-UNIT 936	90083	302336	
						205.00
TOM'S CLOTHING & UNIFORMS INC	0010-801-3101-22320	142.74	UNIFORMS-M. ABASOLO	90029	302337	
	0010-801-3101-22320	200.00	UNIFORMS-P. PETRE	90029	302337	
	0010-801-3101-22320	76.30	UNIFORMS-B. HERNANDEZ	90029	302337	
	0010-801-3104-22310	56.51	UNIFORMS-R. MINOR	90029	302337	
	0010-801-3210-22310	130.80	UNIFORMS-S. GREGG	90217	302337	
	0010-801-3103-22310	176.58	UNIFORMS-S. WIESE	90029	302337	
	0010-801-3102-22310	157.45	UNIFORMS-B. PFLUGHOFT	90029	302337	
	0010-801-3102-22310	471.97	UNIFORMS-J. RODRIGUEZ	90029	302337	
	0010-801-6517-22310	43.48	UNIFORMS-R. VALENZUELA	90325	302337	
	0176-801-6516-22310	15.38	UNIFORMS-R. VALENZUELA		302337	
	0010-801-3111-22310	200.00	UNIFORM-W OTRPDA		302337	
	0010-801-3113-22310	34.34	UNIFORM-H ANDRADE		302337	
	0010-801-3103-22310	34.34	UNIFORM-T DUENAS		302337	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,739.89
TRANSTECH	0501-801-5004-91733	475.00	CASCADES WATERFALL REHAB		302338	
	0501-801-5004-91734	950.00	EDISON TRAILS IMPROVEMENTS		302338	
						1,425.00
TURNOUT MAINTENANCE COMPANY LLC	0010-801-3210-38400	59.00	FIRE UNIFORM CLEAN/REPAIR		302339	
	0010-801-3210-38400	90.00	FIRE UNIFORM CLEAN/REPAIR		302339	
	0010-801-3210-38400	511.33	FIRE UNIFORM CLEAN/REPAIR		302339	
						660.33
U S SAFETY AND SUPPLY COMPANY	0042-801-5002-88500	3,709.27	GAS MONITORS	90460	302340	
						3,709.27
UC REGENTS	0010-801-3220-39400	2,656.02	FIRE-CONTINUED EDUCATION	90274	302341	
						2,656.02
UNDERGROUND SERVICE ALERT	0092-801-4223-39300	247.50	UNDERGROUND UTILITY SERVICES	90144	302342	
						247.50
VETERINARY HEALTHCARE CENTER	0010-801-3111-31550	25.00	VETERINARY SERVICE		302343	
	0010-801-3111-31550	25.00	VETERINARY SERVICE		302343	
						50.00
VISTA PAINT CO.	0092-801-4222-23100	96.43	PAINT SUPPLIES		302344	
						96.43
VULCAN MATERIAL CO	0110-801-4202-23600	1,366.25	ASPHALT	90464	302345	
	0110-801-4202-23600	116.05	ASPHALT	90464	302345	
						1,482.30
WALTERS WHOLESALE ELECTRIC CO	0010-801-4210-23400	554.35	ELECTRICAL SUPPLIES	90174	302346	
						554.35
XIAODONG WANG	0159-801-6507-31930	245.00	INSTRUCTOR-RECREATION CLASS		302347	
						245.00
WARREN DISTRIBUTING, INC.	0060-801-4211-22250	194.84	FLEET SUPPLIES		302348	
	0060-801-4211-23500	84.59	FLEET SUPPLIES-UNIT 936	90084	302348	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	224.31	FLEET SUPPLIES-UNIT 018	90084	302348	
	0060-801-4211-23500	9.23	FLEET SUPPLIES-UNIT 056	90084	302348	
	0060-801-4211-23500	12.10	FLEET SUPPLIES-UNIT 014	90084	302348	
	0060-801-4211-23500	97.50	FLEET SUPPLIES-UNIT 014	90084	302348	
	0060-801-4211-23500	4.53-	FLEET SUPPLIES-CREDIT	90084	302348	
						618.04
WEST COAST LIGHTS & SIRENS	0060-850-4211-54050	1,342.29	FLEET CONVERSION-UNIT 092		302349	
						1,342.29
WESTERN WATER WORKS SUPPLY CO.	0092-801-4223-23350	8,990.32	WATER SUPPLIES	90489	302350	
	0092-801-4223-23300	1,561.43	WATER SUPPLIES	90489	302350	
	0092-801-4223-23300	2,692.30	WATER SUPPLIES	90489	302350	
	0092-801-4223-23300	3,219.86	WATER SUPPLIES	90489	302350	
						16,463.91
TIM WISNIEWSKI	0010-801-3103-22310	28.49	POLICE UNIFORM		302351	
						28.49
WITTMAN ENTERPRISES	0010-801-3220-31400	4,439.00	AMBULANCE BILLING SVC.	90316	302352	
						4,439.00
WOLFE & WYMAN, LLP	0010-801-1601-31600	405.00	LEGAL SERVICES-HAGEDORN		302353	
	0010-801-1601-31600	753.44	LEGAL SERVICES-HAGEDORN		302353	
	0010-801-1601-31600	195.00	LEGAL SERVICES-HAGEDORN		302353	
	0010-801-1601-31600	300.00	LEGAL SERVICES-D XU		302353	
	0010-801-1601-31600	1,020.00	LEGAL SERVICES-D XU		302353	
	0010-801-1601-31600	1,337.23	LEGAL SERVICES-D XU		302353	
						4,010.67
XANADU SERVICE SYSTEM	0010-801-6517-31950	3,650.00	JANITORIAL SERVICES	90348	302354	
						3,650.00
XIUZHEN PAN AND LICHANG, CHEN	0092-701-0092-07520	589.65	REFUND-METER INSTALLATION FEE		302355	
						589.65
ROSA YAKUSHI	0010-701-0010-08025	51.00	REFUND-RECREATION CLASS		302356	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						51.00
WEI ZHU	0010-701-0010-03630	50.00	REFUND-PARKING CITATION		302357	
						50.00
ZUMAR INDUSTRIES, INC.	0022-801-4206-23800	218.07	STREET SIGNS	90173	302358	
						218.07
	TOTAL FOR PRINTED WARRANTS					711,635.83

TOTAL FOR PREPAID WARRANTS	139,082.69
TOTAL FOR PRINTED WARRANTS	711,635.83
TOTAL WARRANTS	850,718.52
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	57
TOTAL CHECKS PRINTED	160
TOTAL CHECKS ISSUED	217

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/07/2015
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	53,606.28	111,179.49	164,785.77
0022	STATE GAS TAX FUND	348.48	669.58	1,018.06
0042	SEWER FUND	0.00	5,921.49	5,921.49
0043	REFUSE FUND	633.66	416,040.19	416,673.85
0060	CITY SHOP FUND	159.17	42,425.40	42,584.57
0063	TECHNOLOGY INTERNAL SERV FUND	0.00	3,259.00	3,259.00
0065	PAYROLL CLEARING ACCOUNT	3,317.61	0.00	3,317.61
0070	PARK FACILITIES FUND	0.00	11,063.06	11,063.06
0075	SPECIAL DEPOSITS FUND	11,382.59	2,132.34	13,514.93
0077	BUSINESS IMPROVEMENT AREA #1	150.68	0.00	150.68
0092	WATER FUND	12,280.21	32,526.09	44,806.30
0093	WATER TREATMENT FUND	6,230.86	0.00	6,230.86
0109	OPA PROPOSITION A	2,440.73	2,708.50-	267.77-
0110	MEASURE R FUND	0.00	3,131.99	3,131.99
0136	POST	1,061.26	0.00	1,061.26
0152	HOME HOUSING PROGRAM	0.00	352.50	352.50
0159	RECREATION FUND	0.00	8,831.81	8,831.81
0160	ASSET FORFEITURE	38.03	1,885.32	1,923.35
0163	CAL LIBRARY LITERACY SVC GRANT	498.58	0.00	498.58
0166	PROPOSITION C	0.00	59,804.23	59,804.23
0169	CDBG FUND	134.71	0.00	134.71
0176	MAINTENANCE DISTRICT 93-1	0.00	334.46	334.46
0335	SELECTIVE TRAFFIC ENFORCEMENT	789.36	0.00	789.36
0344	MAINTENANCE GRANT (075)	0.00	4,160.15	4,160.15
0349	ELAC INSTRUCTIONAL SERV PROG	437.48	0.00	437.48
0447	MTA S GARFIELD TRANSIT VILLAGE	0.00	5,267.08	5,267.08
0501	LA COUNTY OPEN SPACE GRANT	30,634.00	5,337.65	35,971.65
0880	CITY/HOUSING SPECIAL REVENUE	14,939.00	22.50	14,961.50

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/07/2015
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
	TOTAL	139,082.69	711,635.83	850,718.52

City Council Staff Report

DATE: January 7, 2015

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 – November 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 November 30, 2014 invested funds for the City of Monterey Park is $66,595,198.65.

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 NOVEMBER 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	08/14/14	08/14/15	0.80%		100,000.00
CATHAY BANK	10/07/14	10/07/15	0.80%		150,000.00
EAST WEST BANK	11/10/14	11/10/15	1.14%		250,000.00
EVERTRUST BANK	11/10/14	11/12/15	0.90%		100,000.00
EVERTRUST BANK	10/07/14	10/08/15	0.80%		150,000.00
FIRST CHOICE BANK	08/07/14	08/10/15	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	0.877%	6.94%	4,620,000.00
BANK OF THE WEST SAVINGS		ON DEMAND	0.190%	0.80%	535,060.02
LA COUNTY TREASURY POOL		ON DEMAND	0.810%	91.87%	61,180,403.45
LOCAL AGENCY INVESTMENT FUND		ON DEMAND	0.250%	0.39%	259,735.18
TOTAL INVESTMENTS				100.00%	**$ 66,595,198.65**
BANK BALANCE: [1]					$ 2,309,501.42
AVERAGE MATURITY DAYS					21
AVERAGE INTEREST RATE FOR THE MONTH					0.802%

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 09/30/2014: 9.13%

(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	11/30/2014
0010	GENERAL FUND	10,528,042.87
0012	RETIREMENT FUND	0.00
0022	STATE GAS TAX FUND	2,072,014.89
0023	BIKE ROUTE FUND	0.00
0042	SEWER FUND	903,683.89
0043	REFUSE FUND	880,262.75
0060	CITY SHOP FUND	1,746,179.68
0061	SEPARATION BENEFITS FUND	3,434,236.75
0062	GENERAL LIABILITY FUND	2,223,345.97
0063	TECHNOLOGY INTERNAL SERV FUND	987,852.12
0064	OPEB INTERNAL SERV FUND	0.00
0065	PAYROLL CLEARING ACCOUNT	236,064.48
0070	PARK FACILITIES FUND	75,526.26
0071	PUBLIC SAFETY IMPACT FEE FUND	205,045.23
0075	SPECIAL DEPOSITS FUND	2,120,753.20
0077	BUSINESS IMPROVEMENT AREA #1	188,751.83
0080	WORKERS COMP FUND	2,936,853.78
0085	PENSION LIABILITY FUND	7,842,427.00
0092	WATER FUND	13,113,883.47
0093	WATER TREATMENT FUND	12,497,179.36
0109	0PA PROPOSITION A	2,135,503.03
0110	MEASURE R FUND	1,449,083.51
0115	CFF CALIF FOUNDATION FUNDS	20,780.46
0131	LIBRARY TAX FUND	117,401.41
0132	STC STANDARDS/TRAINING/CORREC	696.21
0136	POST	0.00
0142	EL CIVIC EDUCATION GRANT	0.00
0152	HOME HOUSING PROGRAM	7,090.07
0159	RECREATION FUND	0.00
0160	ASSET FORFEITURE	514,557.00
0161	CONSTRUCTION AGENCY FUND	33,185.78
0163	CAL LIBRARY LITERACY SVC GRANT	8,990.41
0165	AIR QUALITY IMPROVEMENT FUND	227,147.05
0166	PROPOSITION C	877,758.57
0184	USED OIL RECYCLING BLOCK GRANT	20,362.26
0192	STATE LAW ENFORCE SVC (COPS)	126,551.96
0194	MED LIFE TRAFFIC SIGNALS FUND	64,575.27
0201	LOS ANGELES COUNTY GRANT	8,544.87
0203	CERCLA LIABILITY FUND	762,981.50
0211	ECO DEVELOP. INITIATIVE (EDI)	582,457.27
0214	BEVERAGE CONTAINER RECYCLING	72,801.66
0233	AIR QUALITY INVEST PROG GRANT	59,300.56

CITY OF MONTEREY PARK
INVESTMENT BY FUNDS PER CASH BASIS

FUND	DESCRIPTION	11/30/2014
0264	USED OIL COMPETITIVE GRANT	0.00
0306	AB109 TASK FORCE GRANT	100,793.60
0330	SR PEDESTRIAN & BICYCLE SAFETY	0.00
0335	SELECTIVE TRAFFIC ENFORMCEMENT	0.00
0342	SAFETEA-LU GRANT	0.00
0343	RECREATION GRANT (075)	29,513.41
0344	MAINTENANCE GRANT (075)	113,279.73
0346	ELAC CONTRIBUTIONS	0.00
0349	ELAC INSTRUCTIONAL SERV PROG	47,077.42
0351	VIDEO SERV FRANCHISE TRUST	10,372.47
0352	GENERAL PLAN REVIEW TRUST	6,979.39
0356	LACMTA FUNDS	2,305.32
0415	PASSPORT TRUST GRANT	6,122.98
0421	ASPHALT/CONCRETE INCENTIVE	201,149.64
0423	TARGET GRANT	0.00
0429	NURSERY RHYME APP GRANT	5,000.00
0436	DISASTER MANAGEMENT AREA C	2,500.00
0440	SUSTAINABLE COMM PLANNING	0.00
0442	RECORDS MANAGEMENT FEE TRUST	0.00
0445	LITERACY TRUST GRANT	0.00
0447	MTA S GARFIELD TRANSIT VILLAGE	0.00
0448	TREE PLANTING COUNTY GRANT	0.00
0449	TEACHER IN A TABLET	7,390.20
0460	URBAN AREA INITIATIVE 2012	0.00
0461	URBAN AREA INITIATIVE 2013	0.00
0465	GROUND EMERG MEDICAL TRANSPORT	157,610.74
0500	LANGLEY CENTER TRUST GRANT	0.00
0501	LA COUNTY OPEN SPACE GRANT	0.00
0502	LA ASTRONOMICAL SOCIETY GRANT	62,832.81
0880	CITY/HOUSING SPECIAL REVENUE	738,777.72
	OUTSTANDING CHECKS	(3,981,457.54)
	TOTAL INVESTMENT	**66,595,198.65**

City Council Staff Report

DATE: January 7, 2015

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 special and regular meetings of November 19, 2014 and special and regular meetings of December 3, 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:

Stephanie Montoya
Minutes Clerk

Approved By:

Paul L. Talbot
City Manager

Attachments: November 19, 2014 (Special), November 19, 2014 (Regular), December 3, 2014 (Special) and December 3, 2014 (Regular)

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
DECEMBER 3, 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, December 3, 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 Liang called the meeting to order at 7:04 p.m.

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

ROLL CALL:
Secretary Cho called the roll:
Council Members Present: Wong, Real Sebastian, Ing, Chan, Liang
Council Members Absent: None

ALSO PRESENT: City Attorney Hensley, City Treasurer Leon, Public Works Director/Assistant City Manager Bow, Police Chief Smith, Fire Chief Haberle, Human Resources Director Cody, Community and Economic Development Director Huntley, Management Services Director Thai, Recreation and Community Services Director Costley, City Librarian Arvizu, Controller Yaung, Principle Management Analyst Ho.

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

1. **PRESENTATIONS:** None.

ORAL AND WRITTEN COMMUNICATIONS

- Alexis Rojas, Francesca Terramani and Kyleigh Onishi, Girl Scouts from Troop 3551, spoke of their love for animals and encouraged the community to join their efforts to support the San Gabriel Human Society.

- Edward M. Brogan, a long time resident of Monterey Park spoke about his opposition against the water rate increases and requested that financial assistance be available for senior citizens.

- Bob Tam and Teresa Wang, representatives from the Monterey Park Snow Village committee, invited the community to join in and participate in the holiday festivities on December 5, 2014.

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

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

See Successor Agency Minutes

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF NOVEMBER 5, 2014

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements. CEQA: Exempt per CEQA Guidelines § 15061 (b).

See Successor Agency Minutes

2B. SUCCESSOR AGENCY MINUTES

Approval of Minutes from the special meeting of November 3, 2014, regular meeting of November 5, 2014 and the special meeting of November 15, 2014 of the Successor Agency to the former Monterey Park Redevelopment Agency. Exempt per CEQA Guidelines § 15061 (b).

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: The City Council approved and adopted Item Nos. 3A-3C and reading resolutions and ordinances by the title only and waiving further reading thereof.

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

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

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

It is required that the City Council approve all disbursements. Exempt per CEQA Guidelines § 15061 (b).

Action Taken: The City Council approved the payment of warrants and adopt Resolution No. 11707 allowing certain claims and demands per Warrant Register dated December 3, 2014 totaling $1,090,500.94 and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. 11707, entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 3RD DAY OF DECEMBER 2014 TOTALING $1,090,500.94 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3B. CITY COUNCIL MINUTES

Approval of the minutes from the special meeting of November 3, 2014, regular meeting of November 5, 2014 and the special meeting of November 15, 2014. Exempt per CEQA Guidelines § 15061 (b).

Action Taken: The City Council approved the minutes from the special meeting of November 3, 2014, regular meeting of November 5, 2014 and the special meeting of November 15, 2014 on Consent Calendar.

3C. 2013-2014 COMPREHENSIVE ANNUAL FINANCIAL REPORT

State law requires that all general-purpose local governments publish within six months of the close of each fiscal year a complete set of financial statements in conformity with generally accepted accounting principles (GAAP) and audited by a firm of licensed certified public accountants. Pursuant to this requirement, staff is submitting the City's 2013-2014 Comprehensive Annual Financial Report for the City Council information and review. Exempt per CEQA Guidelines § 15061 (b).

Action Taken: The City Council received and filed the City's 2013-14 Comprehensive Annual Financial Report.

4. <u>PUBLIC HEARING</u>

4A. A REQUEST TO CHANGE SPECIFIC TERMS OF A DEVELOPMENT AGREEMENT (DA-13-01) BY AND BETWEEN THE CITY OF MONTEREY PARK AND LINC COMMUNITY DEVELOPMENT CORPORATION

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

Action Taken: The City Council (1) opened the public hearing at 7:57p.m. with no registered speakers; and (2) continued the Public Hearing to the next regular City Council Meeting on December 17, 2014.

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

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

RECESSED AND RECONVENED
The City Council recessed at 9:03 p.m. and reconvened with all council members present at 9:09 p.m.

5. UNFINISHED BUSINESS:
None

6. NEW BUSINESS

6A. APPROVAL OF MONTEREY PARK BICYCLE MASTER PLAN
The City of Monterey Park is the lead agency of a multi-jurisdiction project to adopt a regional San Gabriel Valley Bicycle Master Plan that includes bicycle plans for each of the five participating cities. Staff recommends that City Council adopt the resolution

that approves the proposed Monterey Park Bicycle Master Plan. Exempt per Public Resources Code § 21080.20.

Public Speakers/Written Communication:

- Javier Hernandez, a representative of Bike San Gabriel Valley (Bike SGV), gave a PowerPoint presentation discussing the SGV Bicycle Master Bike Plan.

- Nancy Arcuri, Andrew Yip, Andy Sove, David Diaz, Hank Fung, Amy Wong, Joseph Leon, Karl Wong, Maria Sipin, Efrain Moreno Jr., Wes Reutimann, David Barron, Terry de Wolfe and Laura Santos, spoke in support of bicyclist safety, education and the impact it will have on the environment and requested the City Council adopt the Bike SGV Master Bike Plan.

- Ulysses Ramirez, a commissioner of the Traffic Commission, expressed his neutral viewpoint in regards to the SGV Master Bike Plan. He recommended that the Traffic Commission be involved in the process of implementing the Master Bike Plan.

The City Clerk's office received, filed and distributed written communications all in favor of the Bike Plan, from Vincent Chang, Yoko J. Igawa, Llyod Hasegawa, Edber Macedo, and Dennis Gutierrez.

Action Taken: The City Council adopted Resolution No. 11708, the Monterey Park Bicycle Master Plan Report as amended to add in section 2(B)(d) "However, prior to implementation of any specific route or bikeway class, such must be reviewed by the Traffic Commission and approved by the City Council."

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

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

Resolution No. 11707, entitled:
A RESOLUTION ADOPTING THE MONTEREY PARK BICYCLE MASTER PLAN.

7. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Member Wong announced that he attended the Installation Ceremonies of the new Los Angeles County Supervisor, Hilda Solis, Los Angeles County Assessor, Jeffrey Prang and Los Angeles County Sheriff, Jim McDonnell on Monday, December 1, 2014 along with Mayor Liang, Mayor Pro Tem Chan, Council Member Ing, and Council Member Real Sebastian. He also attended the Thanksgiving Luncheon at the Langley Senior Citizens Center. In addition, he invited the community to participate in the Monterey Park International New Year's Eve Celebration on December 31, 2014 beginning at 6:00 p.m. Council Member Real Sebastian attended the San Gabriel Valley Merry Mingle with City Manager Talbot, 50th Anniversary of the Chinese

Evangelical Church with Mayor Pro Tem Chan. She also attended the San Gabriel Valley Council of Governments meeting, Metro 710 Freeway meeting, and the Market Place meeting with developers and City Manager Talbot. She also reminded the community about the Monterey Park Snow Village. Council Member Ing attended the Neighborhood Watch meeting at the Langley Senior Citizen Center on December 2, 2014 along with Mayor Pro Tem Chan, Council Member Real Sebastian and Council Member Wong. He also reminded the community about the excitement of the Monterey Park Snow Village. Mayor Pro Tem Chan wished the community a safe and Happy Holidays. Mayor Liang added that they also celebrated the unveiling and ribbon cutting of the new garden/patio area during the Thanksgiving Luncheon at Langley Senior Citizen Center. He wished everyone a Happy Holidays.

8. CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 10:00 p.m.

____

Vincent D. Chang
City Clerk

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
NOVEMBER 19, 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, November 19, 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 Liang called the meeting to order at 7:03 p.m.

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

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

ALSO PRESENT: City Manager Talbot, City Attorney Hensley, Public Works Director/Assistant City Manager Bow, Police Chief Smith, Fire Chief Haberle, Community and Economic Development Director Huntley, City Librarian Arvizu, Management Services Director Thai, Recreation and Community Services Director Costley, Controller Yaung, Deputy City Clerk Trang, Economic Development Specialist Ramirez.

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

1. **PRESENTATIONS:** None

<u>ORAL AND WRITTEN COMMUNICATIONS</u>

- Vivian Romero, Council Member for the City of Montebello, requested a partnership between the City of Montebello and the City of Monterey Park to collaborate on efforts to clean up, repave and beautify the areas along the SR-60 freeway.

- Sam Cheung, on behalf of the American Legion Post 397, announced this year's upcoming holiday events and fundraisers including: A Toy Drive and Cards for Veterans from November 20 thru December 15, 2014; the USC vs. UCLA Potluck on November 22; a Thanksgiving Luncheon for Veterans on November 27; and the Annual Kid's Christmas Party for Veterans on December 20, 2014.

- Shirley Hwong, stated that due to a misunderstanding, she announced her resignation from the Community Participation Commission.

- Mary Ann Garcia-Barlow and Carol Sullivan announced their resignation from the Community Participation Commission.

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.

See Successor Agency Minutes

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

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements. Exempt per CEQA Guidelines § 15061 (b).

See Successor Agency Minutes

2B. SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT AS OF OCTOBER 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. Exempt per CEQA Guidelines § 15061 (b).

See Successor Agency Minutes

2C. SUCCESSOR AGENCY MINUTES

Approval of Minutes from the regular meeting of October 15, 2014 of the Successor Agency to the former Monterey Park Redevelopment Agency. Exempt per CEQA Guidelines § 15061 (b).

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 - 3D

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 approved and adopted Item Nos. 3A - 3D, reading resolutions and ordinances by title only and waiving further reading thereof. Council Member Ing abstained on Item No. 3C in regards to the October 15, 2014 regular meeting City Council meeting minutes, as he was absent for that meeting. Council Member Real Sebastian abstained on Item No. 3C special meeting of October 15, 2014 as she was absent for the meeting.

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

Ayes:	Council Members:	Wong, Real Sebastian, Ing, Chan, Liang
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	Ing on Item No. 3C, regular meeting minutes and Real Sebastian on Item No. 3C, special meeting Minutes

3A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF NOVEMBER 15, 2014

It is required that the City Council approve all disbursements. Exempt per CEQA Guidelines § 15061 (b).

Action Taken: The City Council approved payment of warrants and adopted Resolution No. 11704 allowing certain claims and demands per Warrant Register dated November 15, 2014 Totaling $1,189,288.71 and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. 11704, entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED NOVEMBER 15, 2014 TOTALING $1,189,288.71 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3B. MONTHLY INVESTMENT REPORT AS OF OCTOBER 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. Exempt per CEQA Guidelines § 15061 (b).

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

3C. CITY COUNCIL MINUTES

Approval the minutes from the regular and special meeting of October 15, 2014. Exempt per CEQA Guidelines § 15061 (b).

Action Taken: The City Council approved the minutes for the regular and special meeting of October 15, 2014 on Consent Calendar. Council Member Ing abstained on the October 15, 2015 regular meeting minutes, as he was absent for that meeting. Council Member Real Sebastian abstained on the special meeting of October 15, 2014, as she was absent for that meeting.

3D. RESOLUTION DECLARING THE MONTH OF NOVEMBER AS "MOVEMBER" TO RAISE AWARENESS OF PROSTATE AND OTHER MALE CANCERS

The Movember Foundation is the leading global organization committed to changing the face of men's health. The Movember community has raised $559 million to date and funded over 800 programs in 21 countries. This work is saving and improving the lives of men affected by prostate cancer, testicular cancer and mental health problems.

The Foundation challenges men to grow moustaches during Movember (formerly known as November), to spark conversation and raise vital funds for its men's health programs. To date, 4 million moustaches have been grown worldwide.

The mustaches are a symbol to promote awareness regarding men's health issues and to encourage yearly checkups regarding prostate and testicular cancer. The growth of a new moustache prompts a conversation, which in turn generates awareness and educates people on the health issues men face.

The Vision of the Movember Foundation is to have an everlasting impact on the face of men's health. Exempt per CEQA Guidelines § 15061 (b).

Action Taken: The City Council adopted Resolution No. 11705 declaring the month of November as "Movember" on Consent Calendar.

Resolution No. 11705, entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING THE MONTH OF NOVEMBER AS "MOVEMBER," AN ANNUAL EVENT INVOLVING MEN GROWING MOUSTACHES DURING THE MONTH TO RAISE AWARENESS OF PROSTATE CANCER AND OTHER MALE CANCER AND ASSOCIATED CHARITIES

4. <u>PUBLIC HEARING</u>

4A. RESOLUTION CONFIRMING THE 2014 ANNUAL REPORT AND THE LEVY OF ASSESSMENTS FOR BUSINESS IMPROVEMENT DISTRICT NO. 1 FOR PROGRAM YEAR 2015

On November 5, 2014, the City Council set the date for a public hearing regarding the assessment of businesses within Business Improvement District No. 1 (BID). BID Assessment revenues will fund promotional activities and special events to benefit downtown businesses.

This hearing was noticed in the Monterey Park Progress newspaper and every business in the BID was sent a hearing notice in Chinese, English, and Spanish. At the conclusion of this public hearing, the Council can choose to adopt the resolution confirming the levy of assessments for the BID or make adjustments as needed.

Public Speakers:

- Johnny Thompson, a commissioner of the Business Improvement District Advisory Committee and a business owner in the BID area, addressed questions in regards to the branding of the BID Area.

Action Taken: Council Member Wong declared a potential conflict of interest and recused himself as his business is located within the BID area. The City Council (1) opened the public hearing at 8:10 p.m., and after hearing testimony, closed the public hearing at 8:21 p.m.; and (2) adopted Resolution No. 11706 confirming the 2014 Annual Report and the levy of assessments for Business Improvement District No. 1 for Program Year 2015.

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

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

Resolution No. 11706, entitled:
A RESOLUTION LEVYING ASSESSMENTS FOR BUSINESS IMPROVEMENT DISTRICT NO. 1 FOR PROGRAM YEAR 2015 IN ACCORDANCE WITH GOVERNMENT CODE § 36624

5. UNFINISHED BUSINESS
None.

6. NEW BUSINESS
None.

7. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Member Real Sebastian announced several upcoming events: Senator Ed Hernandez's Holiday Reception on Wednesday, December 10, 2014, the San Gabriel Valley Led Holiday Light Exchange at the Night Market on November 21, 2014, E-waste Event on November 22, 2014 and the Monterey Park Holiday Snow Village on December 5, 2014. Council Member Wong attended the EOC Workshop on November 15, 2014 for preparation and training in the case of a natural disaster. He also announced the Installation Ceremony for Los Angeles County Supervisor Hilda Solis on Monday, December 1, 2014. Council Member Ing stated that he served on the Pasadena Tournament of Roses and announced that the family of Luis Zamperini will represent him as the Grand Marshal of the upcoming Tournaments of Roses Parade. He also acknowledged War Veteran and Monterey Park resident Willam Sanchez. Mayor Pro Tem Chan asked residents to the donate wish list items to the Monterey Park Library Foundation. Mayor Liang attended the EOC Workshop on November 15, 2014 along with the Mayor Pro Tem Chan and other Council Members. He also attended the ribbon cutting of the San Gabriel Valley Airport.

8. <u>CLOSED SESSION</u>
None.

<u>ADJOURNMENT</u>
There being no further business for consideration, the meeting was adjourned at 8:33 p.m. in honor of the passing of Korean War Veteran, Allen Lee.

____
Vincent D. Chang
City Clerk

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
DECEMBER 3, 2014

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, December 3, 2014 at 6:00 p.m.

CALL TO ORDER:
Mayor Wong called the meeting to order at 6:00 p.m.

ROLL CALL:
City Manager Talbot called the roll:
Council Members Present: Wong, Real Sebastian, Ing, Chan, Liang
Council Members Absent: None
Also Present: City Manager Talbot, City Attorney Hensley

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

ORAL & WRITTEN COMMUNICATIONS
None.

CLOSED SESSION- The City Council adjourned to Closed Session at 6:00 p.m.

1. **CONFERENCE WITH LABOR NEGOTIATORS, PURSUANT TO CALIFORNIA GOVERNMENT CODE § 54957.6**

   City Negotiators: Paul L. Talbot, City Manager, Mark Hensley, City Attorney

   Unrepresented: Executive Management Employees, Police Chief

2. **CONFERENCE LEGAL COUNSEL, EXISTING LITIGATION - GOVERNMENT CODE § 54956.9(d)(1)**

   Mary Chan, et al v. Villa Garfield, City of Monterey Park, et al,
   LASC Case Number: GC047033

RECONVENE & ADJOURNMENT
The Council reconvened from Closed Session with all Council Members present and the meeting was adjourned at 6:55 p.m.

Action Taken: No reportable action taken during Closed Session.

Vincent D. Chang
City Clerk

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
NOVEMBER 19, 2014

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, November 19, 2014 at 6:00 p.m.

CALL TO ORDER:
Mayor Liang called the meeting to order at 6:00 p.m.

ROLL CALL:
City Manager Talbot called the roll:
Council Members Present: Wong, Real Sebastian, Ing, Chan, Liang
Council Members Absent: None
Also Present: City Manager Talbot, City Attorney Hensley, Human Resources Director Cody

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

ORAL & WRITTEN COMMUNICATIONS
None.

CLOSED SESSION- The City Council adjourned to Closed Session at 6:02 p.m.

1. **CONFERENCE WITH LABOR NEGOTIATORS, PURSUANT TO CALIFORNIA GOVERNMENT CODE § 54957.6**

City Negotiators:	Paul L. Talbot, City Manager, Tom Cody, Human Resources Director
Employee Organizations:	Bargaining Units Monterey Park Firefighters' Association (MPFFA); Monterey Park Police Officers' Association (MPPOA); Monterey Park Professional Chief Officers' Association (PCOA), POA/Captains' Unit, Police Officer's Mid-Management Association (POMMA.)

2. **CONFERENCE LEGAL COUNSEL, EXISTING LITIGATION - GOVERNMENT CODE § 54956.9 (d)(1)**

The Estate of Wen Zhao Ruan v. City of Monterey Park
LASC Case Number: BC555006

RECONVENE & ADJOURNMENT
The Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 6:40 p.m.

Action Taken: No reportable action taken during Closed Session.

____
Vincent D. Chang
City Clerk

City Council Staff Report

DATE: January 7, 2015

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

TO: The Honorable Mayor and City Council

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

SUBJECT: Purchase of a 2015 Ford F450 Utility Truck

RECOMMENDATION:

It is recommended that the City Council:

1. Waive the bidding requirements pursuant to Monterey Park Municipal Code §3.20.050;
2. Authorize the City Manager, or designee, to purchase a 2015 Ford F450 Utility truck at the cost of $60,913.59 from National Auto Fleet Group, and
3. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

The Water Division's current unit #873 is a 2000 Chevrolet C3500 utility truck. Currently this truck has 72,270 miles and has a starting issue that will require an engine replacement to correct. The interior trim components are faded and deteriorated and replacement parts are no longer available. The utility body has stress cracks and has several warped areas. The repairs necessary to ensure the continued safe operation of this vehicle are not cost effective.

BACKGROUND:

The 2014-2015 Budget includes $65,000.00 for the purchase of a 2015 Ford F450 utility truck to be used by the Water Division.

This F450 truck operates on gasoline and has been certified by AQMD and CARB as emission compliant (low emission output). This truck is powered by a 6.8L engine with an automatic transmission and dual rear wheels. Included in the utility body is a cabinet for welding equipment, adjustable shelves and slide out drawers. A rear work platform will be attached to the utility body end with fold down gates necessary for field work. This vehicle also includes emergency lighting, cone holders and a cab protector.

This F450 truck is offered through the National Joint Powers Alliance (NJPA) co-op purchase program (contract# 102811), which is available to all government and municipal agencies, and offers pricing through volume discounting. Participating agencies can acquire goods and services at the lowest possible pricing without navigating any additional bidding. NJPA purchasing is permitted in Monterey Park Municipal Code, Section 3.20.050(3) and has been utilized on previous occasions.

The State of California has recently undertaken the formal bidding process for Ford F450 trucks and the lowest bid received was from National Auto Fleet Group for $60,913.59 per unit. This price includes sales tax and a tire fee. The City can expect to pay approximately $35,000 more for the unit should it utilize its independent competitive bidding process.

FISCAL IMPACT:

The 2014-2015 budget included $65,000.00 for the purchase of a utility truck (Account number 0092-801-4211-54100). The cost for a utility truck from National Auto Fleet Group is $60,913.59 and is within budget.

Respectfully submitted by:	Prepared by:
Ron Bow Director of Public Works/ Assistant City Manager	Mike Montoya Fleet Supervisor
Approved by:	Reviewed by:
Paul L. Talbot City Manager	Karl H. Berger Assistant City Attorney

ATTACHMENT(S):

1. National Auto Fleet Group(NJPA) worksheet.

ATTACHMENT 1

National Auto Fleet Group(NJPA) worksheet.

National Auto Fleet Group

A division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
855 BUY-NJPA 626-457-5590
855 289-6572 626-457-5593

December 26, 2014

Mr. Mike Montoya
City of Monterey Park
751 S. Alhambra Ave
Monterey Park, Ca 91755
Delivery Via Email

Dear Mr. Montoya,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Monterey Park, new/unused 2015 Ford F450 with service body responding to your requirement with the attached specifications for

Truck	$ 32,806.00
Pacific Body	$ 23,070.00

1-156402054VS PAINTED WHITE AND INSTALLED
1-SS #1 COMPT RAISED 60" WITH BRACKETS AND LOUVERS
1-OXY AND ACE HOSE REEL
1-ROLLOUT DRAWERS PER SPEC
1-PARTITIONS AND SHELVES PER SPEC
1-RUBBER BUMPERS FOR H COMPT DOORS
1-CONE HOLDERS
1-CAB PROTECTOR
1-24" REAR WORK DECK
1-REAR BUMPER PER SPEC
1-LINE-X FLOOR PER SPEC
1-FOLD DOWN SIDES ON REAR PLATFORM
1-LEGAL LIGHTS

1-WILTON VISE
Total $ 55,876.00 plus State Sales Tax, and $8.75 tire tax (non-taxable).

These vehicles are available under the NJPA master vehicle contract# 102811.

Terms are net 30 days.
National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

John Oviyach
National Account Law Enforcement Manager
National Auto Fleet Group

National Auto Fleet Group
A Division of Chevrolet of Watsonville

- Overview
- Contract Documentation
- Pricing
- Marketing Materials
- NJPA Contact Information

HOW TO PURCHASE
Our step-by-step guide

Vendor Contact Info

Jesse Cooper
Direct Phone: 855-289-6572
Fleet@nationalautofleetgroup.com
www.nationalautofleetgroup.com

NJPA AWARDED CONTRACT

National Auto Fleet Group

Contract#: 102811-NAF
Category: Public Safety, Vehicles, Fire Trucks & Equipment

Description: Ambulance and Police Vehicles
Maturity Date: 01/17/2016

As an industry leading dealer network with 50 years of experience selling and servicing public entities, the National Auto Fleet Group (NAFG) offers NJPA members contracted vehicle solutions from over 1400 different models of passenger cars and light, medium and heavy duty trucks. The NAFG contract offers a variety of manufacturers including Chevrolet, Ford, Nissan, Honda, Toyota, International, Freightliner, Peterbilt, Volvo, Kenworth and Mack all delivered directly to NJPA member locations. Purchasers have access to a unique online ordering and quoting system that allows users to create custom vehicles 24 hours a day with pricing that competes with state contracts across the country.

Click here for more information & to build your vehicles

City Council Staff Report

DATE: January 7, 2015

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

TO: The Honorable Mayor and City Council

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

SUBJECT: Approve Easement with Southern California Gas Company to Install an Upgraded CNG Fueling Compressor System at City Yard.

RECOMMENDATION:

It is recommended that the City Council:

1. Approve the Grant of Easement to Southern California Gas Company to install compressor equipment at the City Yard;
2. Authorize the City Manager to execute the grant of easement, in a form approved by the City Attorney, with Southern California Gas Company; and
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City has executed an agreement with the Gas Company to furnish and install a compressed natural gas (CNG) refueling system at the City Yard. The Gas Company is requesting a temporary easement to the City Yard site for construction and maintenance of the new facility.

BACKGROUND:

Southern California Gas Company (SoCalGas) is offering to assist customers with the installation of CNG fueling systems to expand the usage of CNG vehicles. The program includes the bidding for a contractor and oversight of installation. On September 3, 2014, City Council approved the agreement with SoCalGas to provide such service.

In the interest of insuring acceptable land rights for the compression facilities that will be installed on City property, SoCalGas requires the execution and recordation of the easement document, granting them the right to construct, maintain, operate and access the facility. Staff is requesting the City Council approve the Grant of Easement to SoCalGas for this purpose.

ENVIRONMENTAL ASSESSMENT:

This project was determined to be a Class 2 (Replacement or Reconstruction) Categorical Exemption pursuant to CEQA Guidelines § 15302.

FISCAL IMPACT:

There is no fiscal impact to the City to grant SoCalGas an easement for the installation of the CNG equipment. The cost of the CNG refueling system will be paid for out of the City's AB 2766 discretionary funding program and Proposition A Local Returns.

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:
Grant of Easement

ATTACHMENT 1
Grant of Easement

Recording Requested by and
when recorded mail to:

Southern California Gas Company
P. O. Box 513249 - ML GT11A1
Los Angeles, CA 90051-1249
Attn.: Land & Right of Way

Atlas #: ______________________

APN: 5260-013-901

DOCUMENTARY TRANSFER TAX $

________ Computed on full value of property conveyed

________ Computed on full value less liens and encumbrances remaining at time of sale

________________ **Southern California Gas Company**

GRANT OF EASEMENT

R.W. ____________________

FOR VALUABLE CONSIDERATION, City of Monterey Park, a municipal corporation, **("Grantor"), grants to Southern California Gas Company, a California corporation, its successors and assigns ("Grantee")**: an easement ("Easement") to excavate for, lay, construct, reconstruct, relocate, reconfigure, use, inspect, maintain, operate, repair, replace, patrol, change the size of, add to, or remove from time to time, as Grantee deems necessary, one or more pipelines, conduits, and valves, together with devices for compressing natural gas, inspection, metering, measuring, regulating, communications, electrical or other power, and other appurtenances (all hereinafter referred to as the "Facilities") for the compression and distribution of natural gas, energy and communications, on, over, under, through, along, and for all other purposes connected therewith, and together with the right to fence, the reasonable right of ingress and egress to and from the Easement to access Facilities and the right to use Grantor's abutting property during construction and maintenance of the Facilities, the strip of land located in the City of Monterey Park, in County of Los Angeles, California, described as in Exhibit "A" and depicted in Exhibit "B" attached hereto, and made a part of this agreement.

The Easement is effective so long as that certain Compression Services Agreement dated as of September 16, 2014 between Grantor and Grantee ("Compression Services Agreement") remains in full force and effect. Upon termination of the Compression Services Agreement and the removal of Facilities owned by Grantee pursuant to the terms thereto, the Easement will be terminated and all rights herein revert to the Grantor.

Exclusive Easement Form
Reviewed by Legal Dept. M. Meghrouni 10/13/2014

R.W. ______________________

This Easement is binding upon and inure to the benefit of successors, heirs, and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, these presents are hereby signed this ____ day of __________, 20___.

GRANTOR:

______________________________	______________________________
Signature	**Signature**
______________________________	______________________________
Name	**Name**
______________________________	______________________________
Title	**Title**

Exclusive Easement Form
Reviewed by Legal Dept. M. Meghrouni 10/13/2014

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
}ss
COUNTY OF________________________________}

On ____________________, 201___ before me, _______________________________,a Notary Public, personally appeared ___________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ties), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature ___________________________

Commission #: ______________________

Commission Expiration: _______________

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
}ss
COUNTY OF________________________________}

On ____________________, 201___ before me, _______________________________,a Notary Public, personally appeared ___________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ties), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature ___________________________

Commission #: ______________________

Commission Expiration: _______________

EXHIBIT "A"

PARCEL 1:

THAT PORTION OF LOT 7 , IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 74 PAGES 21 AND 22 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER, OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNIG AT THE MOST SOUTH EAST CORNER OF SAID LOT 7, SAID POINT OF BEGINNING BEING THE INTERSECTION OF THE CENTERLINE OF ALHAMBRA AVENUE 50 FEET WIDE, WITH THE SOUTHERLY LINE OF O.R. 36301-402; THENCE ALONG THE AFORESAID CENTERLIE OF ALHAMBRA AVENUE NORTH 00° 10' 00" WEST A DISTANCE OF 28.00 FEET; THENCE LEAVING SAID CENTERLINE AND CONTINUING SOUTH 89° 50' 00"WEST AT RIGHT ANGELS TO AFORE SAID CENTERLINE A DISTANCE OF 25.00 FEET TO **THE TRUE POINT OF BEGINNING** FOR THIS DESCRIPTION; THENCE ALONG THE FOLLOWING FOUR COURSES:

1. SOUTH 89°50'00" WEST 40.00' FEET
2. NORTH 00° 10' 00" WEST 25.00' FEET
3. NORTH 89° 50' 00" EAST 40.00' FEET
4. SOUTH 00° 10' 00" EAST 25.00 FEET, BACK TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,000 SQUARE FEET MORE OR LESS

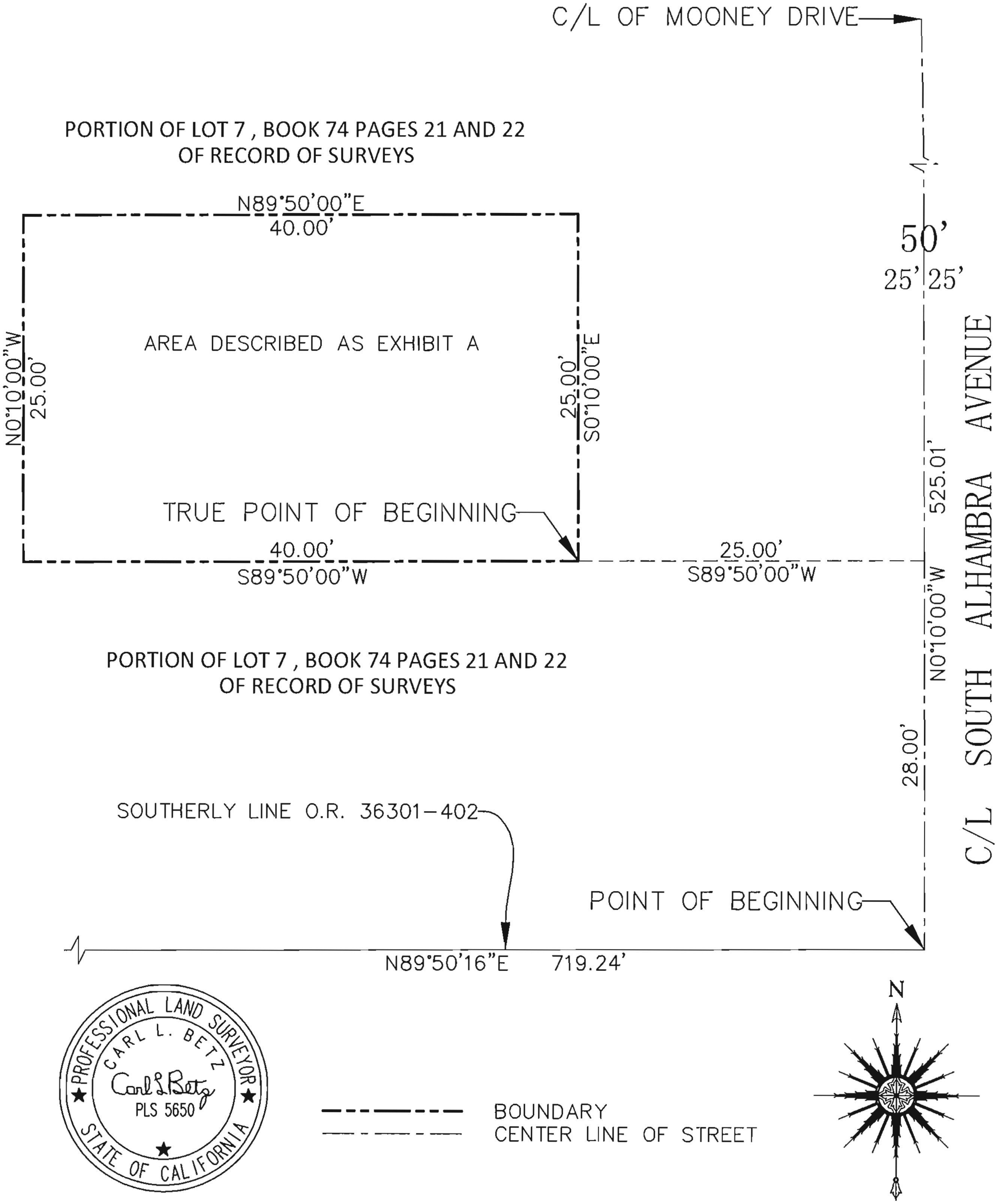
A DEPICTION OF THE ABOVE DESCRIBED PARCEL IS ATTACHED AS "**EXHIBIT B**" AND MADE A PART THEREOF AND IS SUBJECT TO ANY PREVIOUS EASEMENTS OF RECORD.

PREPARED BY:

CARL BETZ & ASSOCIATES
28030-203 DOROTHY DRIVE
AGOURA HILLS, CA 91301
PHONE 818-865-0025

DATED: NOVEMBER 19, 2014

EXHIBIT "B"



PLAT TO ACCOMPANY LEGAL DESCRIPTION OF RIGHT OF WAY FOR PIPELINE PURPOSES, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

City Council Staff Report

DATE: January 7, 2015

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: Ackley Drainage Improvements – Authorization to Advertise

RECOMMENDATION:

Recommendations: It is recommended that the City Council:

(1) Adopt a resolution authorizing staff to advertise the Ackley Drainage Improvements; and

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

EXECUTIVE SUMMARY:

The Engineering Division has prepared bid specifications for the Ackley Drainage Improvements and is requesting the City Council's authorization to advertise the project for bids.

BACKGROUND:

The Ackley Drainage Improvements involve the reconstruction of the curb & gutter on the east and west sides of Ackley Street between San Patricio Drive and Arroyo Drive to eliminate nuisance ponding. The project includes the reconstruction of adjacent driveways on Ackley Street and cross-gutters at San Patricio and Arroyo Drives. In addition, four new ADA curb ramps will be constructed and the street will be repaved to match the new gutter elevations. Construction will be completed this spring.

CEQA (California Environmental Quality Act):

Since the proposed work is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

FISCAL IMPACT:

The project will be funded with Measure R Funds (Account No. 0110-5001-91928).

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

Attachments: Resolution

RESOLUTION NO. __

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE ACKLEY DRAINAGE IMPROVEMENTS PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

A. City staff has prepared bid specifications for the Ackley Drainage Improvements ("Project");

B. The City Engineer reviewed the completed design and plans for the Project and agrees with staff that the plans are complete and the Project may be constructed;

C. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: *Environmental Assessment.* The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

SECTION 3: *Design Immunity; Authorization.*

A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms to the City's General Plan.

D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

F. The City Manager, or designee, may solicit bids for the Project in accordance with applicable law.

SECTION 4: *Project Payment Account*. For purposes of the Contract Documents administering the Project, the City Council directs the City Manager, or designee, to establish an account allocating Measure R funds from the current fiscal year budget to pay for the Project ("Project Payment Account"). The Project Payment Account is the sole source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

SECTION 5: The City Clerk is directed to certify the adoption of this Resolution.

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

PASSED AND ADOPTED this ___ day of ______________, 20___.

____
Hans Liang, Mayor

ATTEST:

____
Vincent D. Chang, City Clerk

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

By: _______________________________
Karl H. Berger, Assistant City Attorney

City Council Staff Report

DATE: January 7, 2015

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

TO: The Honorable Mayor and City Council

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

SUBJECT: BUS PROCUREMENT FOR SPIRIT BUS AND DIAL-A-RIDE

RECOMMENDATION:

It is recommended that the City Council:

1. Appropriate $72,300 in Proposition A Local Returns for the purchase of 2 replacement vehicles;
2. Approve the purchase through the CalAct Cooperative Procurement; and
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Los Angeles County Metropolitan Transportation Authority (MTA) awarded grant funds to the City to replace transit buses in the 2013 Call for Projects. Staff is recommending that City Council approve the purchase of two cutaway buses from A-Z Bus through the CalACT Cooperative Procurement and the allocation of $72,300 in Proposition A Local Returns.

BACKGROUND:

The oldest bus in the Spirit Bus System is a 2003 El Dorado Aerotech cutaway that operates the Metrolink shuttle service to Corporate Center. The 2003 cut-away is rated as a 7-year vehicle with over 200,000 miles and has exceeded its useful life.

The oldest bus in the Dial-A-Ride service is a 2006 El Dorado Aerotech cutaway that is also rated a 7-year vehicle. Although the vehicle only has 100,000 miles, it is plagued with ongoing maintenance issues that has made it unreliable.

Staff evaluated transit vehicle models that are available from leading manufacturers and consulted with transit vehicle maintenance technicians on their experiences with and preferences for transit buses. The selected cutaways have been determined to be the most appropriate for their purpose.

Spirit Bus Replacement

The proposed replacement bus for the Spirit fixed-route service is the Arboc low-floor that has received stellar reviews from several operators in California. The low-floor has no steps to board the bus, thus allowing easy access. This feature is important for Spirit bus patrons who are largely seniors. The Arboc will be similar in size (26 feet long) and seating capacity (19 seats) to the 2003 El Dorado vehicle that it will replace.

Dial-A-Ride Bus Replacement

The proposed replacement vehicle for Dial-A-Ride is the 24 foot Glaval that is smaller and easier to maneuver than the Spirit bus replacement. Glaval is the most well-made cutaway vehicle on the market and has a reputation for reliability. While a low-floor design could serve the Dial-A-Ride seniors well, the vehicle failed its two-week test drive. The Spirit Bus fixed-routes are designated arterials and collector streets but Dial-A-Ride drivers must access residential neighborhoods that are often located where the Spirit Bus does not travel, narrow residential streets and cul-de-sacs. The proposed Glaval will be similar in size to the 2006 El Dorado that it will replace (i.e., 14 passenger seats).

Both the Arboc and Glaval are equipped with wheelchair lifts and meet Americans with Disabilities Act (ADA) requirements. The replacement vehicles will operate with alternative- fuels: the Glaval will be a propane bus and the Arboc will be a Compressed Natural Gas (CNG) bus.

Grant Funding for Bus Purchase

The Los Angeles County Metropolitan Transportation Authority (MTA) awarded the City $1.23M in the 2013 Call for Projects competitive grant program for the replacement of five transit vehicles. Funding is spread out over three years - FY2015 to FY2017 - with $309K for the first fiscal year, $424K for the second, and $497K for the final year.

The grant is based on reimbursement of actual cost incurred and requires a local match of 21.2%. Staff proposes to replace 2 vehicles with the FY2015 grant apportionment.

CalACT Cooperative Procurement

The CalAct procurement serves as a convenient solution for smaller agencies to purchase only a few vehicles at a competitive price. The City's independent bid would result in higher prices. Monterey Park Municipal Code § 3.20.050 allows the City Council to by-pass bidding requirements and utilize cooperative procurement procedures with other government agencies. Accordingly, the City Council may purchase the vehicles through CalACT without bidding.

CalACT is a state transit association consisting of small, rural and specialized transportation providers statewide. The lead agency on the bid, Morongo Basin Transit

Authority (MBTA), solicited bids and made multiple awards for accessible paratransit vehicles on behalf of 300 member agencies. The awards were based on varying models and specifications, with the agreement that the vendors awarded contracts may not offer lower pricing than the stated contract amounts.

The CalACT Procurement offers the Glaval bus at $130,000 and the Arboc bus at $211,000.

FISCAL IMPACT:
The total cost for the two cutaways is $341,000 of which the grant will pay 78.8% or $268,700. The City's matching cost is $72,300 and will be paid for out of its Proposition A Local Returns funds.

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. Glaval Proposal
2. Arboc Proposal

MBTA CalACT Cooperative RFP 11-03

A-Z BUS SALES, INC.

Customer:	City of Monterey Park			Quote Date	12/16/2014
Address:	320 W. Newmark Ave.	County:	Los Angeles	Expires	3/28/2015
City	Monterey Park	Zip Code:	91754		
Contact:	Amy Ho	Office Phone:	626-307-1383	DSI Account:	
Email Address:	amho@montereypark.ca.gov	Cell Phone:		Fax Number	
Sales Representative	Brian Hunt	Type	Glaval Bus Type B, Propane		

QTY	Option Description			Contract Price	
GLAVAL BUS, TYPE B-Ford gasoline					
1	Propane - Cut-Away Chassis	Glaval	Chassis, Ford E450 158" wheelbase		
			Sub-Total Base Unit		58,836.00
PUBLISHED OPTIONS					
1	Roof Vent			382.00	382.00
12	Credit for seat delete, per passenger			(127.00)	(1,524.00)
1	Removable diamond plate fuel access in floor			112.00	112.00
1	Locking fuel filler door			76.00	76.00
1	Recaro SHS Drivers Seat			1,096.00	1,096.00
1	Telma Drive Line Retarder			6,322.00	6,322.00
1	Mor/Ryde Suspension, Rear			790.00	790.00
1	Amerex Fire Suppression			4,589.00	4,589.00
1	Stop Request System w/ lighted sign			739.00	739.00
1	Sportworks Bike Rack, black			1,886.00	1,886.00
1	Dialight Exterior LED lights			637.00	637.00
1	Dialight Interior LED lights			505.00	505.00
1	Adnik Power Seat Base for Drivers Seat			433.00	433.00
1	Thermo King SLR roof mount A/C			4,839.00	4,839.00
					-
			Sub-Total Published Options		20,882.00
NON PUBLISHED OPTIONS					
1	Overhead Luggage Racks - No Lights			1,350.00	1,350.00
1	Blind Spot Velvac Camera System (Requires Velvac Mirrors)			2,600.00	2,600.00
7	Aluminum Wheels			250.00	1,750.00
1	Back Up Camera			475.00	475.00
1	Driver Overhead Storage Box (Included)			-	-
1	Recover Drivers seat to match passenger seats			200.00	200.00
1	4 Rows of Doam lights ILO three (NC)			-	-
8	Bonded and Black Out Glossy Windows			250.00	2,000.00
1	Jensen AM FM with Navigation			450.00	450.00
1	Ricon Pad Kit			310.00	310.00
1	Crossover Mirror			130.00	130.00
1	Auto Cloth Gray, Ceiling to Window bottom			1,050.00	1,050.00
1	Altro Flooring Wood Garin - Oak Traditions			175.00	175.00
7	Corporate Collection Chairman Seats (doubles)			750.00	5,250.00
1	Seats - Pewter Gray inserts with Balck Leatherette Trim			-	-
1	Roush 41 GGE Propane Conversion on Gaseous Fuel Chassis			17,500.00	17,500.00
1	Hour Meter			110.00	110.00
1	40" Electric Door			675.00	675.00
1	Twin Vision LED Destination Sign - Front Only			3,700.00	3,700.00
1	Fresnal Lens			45.00	45.00
1	Delete OEM Radio			(44.00)	(44.00)
1	PA System with Interior speakers and exterior speaker			150.00	150.00
			Sub-Total Non-Published Options		37,876.00

SUMMARY

SPECIFICATION SUMMARY

Model Year	2015	Make:	Ford / Glaval	Wheelchair Lift Model:	Ricon S Series
Type:	B- Ford	Chassis:	E450	Wheelchair Lift Location	Rear
Passenger Capacity:	12 & 2 WC with 2 more in fold	Wheelbase:	158"	Number of Tie Downs:	2
Seat Fabric:	D90: 114 Gray/117	Engine:	6.8L V10 Propane	Alternator:	225 Amp OEM
Air Conditioning System:	Thermo King SLR roof mount	GVWR:	14,500	Tie Down Type	Q-Straint DLX
Exterior Color/Graphics:	White/None	Body Length:	24'	Estimated Delivery:	170 days

All the Best from A-Z Bus Sales, Inc.

MBTA CalACT Cooperative RFP 11-03

Customer:	City of Monterey Park			Quote Date	12/16/2014
Address:	320 W. Newmark Ave.	County:	Los Angeles	Expires	3/28/2015
City	Monterey Park	Zip Code:	91754		
Contact:	Amy Ho	Office Phone:	626-307-1383	DSI Account:	
Email Address:	amho@montereypark.ca.gov	Cell Phone:		Fax Number	
Sales Representative	Brian Hunt	Type	Glaval Bus Type B, Propane		

QTY Option Description — Contract Price

SUMMARY STANDARD BID FEATURES & EQUIPMENT

Galvanized Steel Cage Costruction
Galvanized Exterior Skins - Vacuum Laminated Body Construction
One Piece FRP Roof Assembly
Electric Entry Door
Ergonomic Driver Control Panel with Quick Disconnect
Driver Side Running Board
Remote control & heated Exterior Mirrors
Dual Entry Grab Rails
5/8" Marine Plywood Subfloor, with Galvanized Steel Sub-structure
Integrated Track Seating System
Daytime Running Lights
Stanchion and Modesty Panel Behind Driver, with Plexiglass
Meets All Applicable FMVSS Requirements in Effect at time of Manufacture
Fully Insulated Body Assembly Process
ALL LED Exterior Lighting
Filon FRP Interior Sidewalls, Roof, Rear Walls
Number, function, and color coded wiring
Side Mounted Battery on Slide Out Tray w/High Amp Circuit Breakers
Roof Top Thermo King SLR 65
96" Body Width
Seating: 2-tone Doc 90 upholstery, Aisle arm rests, Grab Handles, USR's
ISO 9001:2008 Quality Manufacturing Process
Back Up Alarm,HELP Rear Bumper
Front Mud Flaps
Altoona 7 Year/200,000 Mile Tested
5 YEAR / 100,000 Mile Limited Body Warranty

CONTRACT PRICING SUMMARY

Base Unit as Specified	58,836.00	
Published Options	20,882.00	
Non-Published Options	37,876.00	
Sub-total per Unit	117,594.00	
Doc Fee (taxable)	80.00	
ADA Portion that is non taxable	8,500.00	
Taxable Amount (subtotal + doc fee less non taxable)	109,174.00	
Sales Tax	9,825.66	9.000% Tax Rate
Tire Recycle Fee	12.25	
CalACT MBTA fee of 1.5% of subtotal	1,763.91	
Delivery (first 100 miles free)		
Grand Total, Each	129,275.82	
Qty	1	
Grand Total	$ 129,275.82	

Submitted by: Agreed and Accepted by,

Signature Signature Date

Print Name Print Name

COMPANY/AGENCY

All the Best from A-Z Bus Sales, Inc

MBTA CalACT Cooperative RFP 11-03

Customer:	City of Monterey Park			Quote Date	12/19/2014
Address:	320 W. Newmark Ave	State:	CA	Expires	
City	Montery Park	Zip Code:	91754		
Contact:	Amy Ho	Office Phone:	(626) 307-1383	DSI Account:	
Email Address:	amho@montereypark.ca.gov	Cell Phone:		Fax Number	
Sales Representative	Brian Hunt	Type	Type G		

QTY	Option Description				Contract Price
ARBOC, TYPE G, 20' length (GM4500)					
1	CNG - Low Floor Cutaway	ARBOC	Chassis, GM4500, 191", 6.0L V-8		
			Sub-Total Base Unit		118,252.00
PUBLISHED OPTIONS					
1	Roof Vent			382	382.39
7	Credit for seat delete, per passenger			(163)	(1,142.06)
1	Recaro SHS Drivers Seat			994	994.21
1	Telma Drive Line Retarder			8,413	8,412.53
1	CNG System, 58 GGE System			36,378	36,377.80
1	Twin Vision Front and Side LED Destination Signs			5,022	5,022.02
1	Stop Request System w/ lighted sign			892	892.24
1	Pentex 200 Amp alternator			943	943.22
1	Dialight Interior LED lights			816	815.76
1	Adnik Power Seat Base for Drivers Seat			433	433.37
1	Thermo King SLR roof mount A/C			2,957	2,957.13
			Sub-Total Published Options		56,088.60
NON PUBLISHED OPTIONS					
1	Yellow, All stanchions and grab handles			325.00	325.00
1	Blind Spot Velvac Camera System			2,600.00	2,600.00
1	Chrome Wheel Covers			405.00	405.00
1	Rack, right of entrance door			375.00	375.00
1	Back Up Camera			475.00	475.00
1	Amerex Fire Suppression (2 zone) w Methane Detection			4,800.00	4,800.00
1	PA System with Int & Ext speakers (requires std radio)			150.00	150.00
1	Drivers Overhead Storage Box			450.00	450.00
1	Bikeworks, Stainless Steel bike rack			2,014.00	2,014.00
1	Key switch in lieu of toggle, exterior, for either ramp or door operation.			75.00	75.00
1	REI Software for DVR System			1,320.00	1,320.00
1	REI 32GB SD card and card reader			200.00	200.00
1	REI Buswatch DVR system (7 cameras) 1TB, GPS.			4,200.00	4,200.00
			Sub-Total Non-Published Options		17,389.00

SUMMARY

SPECIFICATION SUMMARY

Model Year	2015	Make:	Chevy	Wheelchair Lift Model:	Braun
Type:	G - Low Floor	Chassis:	4500	Wheelchair Lift Location	Front
Passenger Capacity:	17 and 2	Wheelbase:	191	Number of Tie Downs:	2
Seat Fabric:	Level 4	Engine:	6.0L Gasoline GM	Alternator:	OEM
Air Conditioning System:	Thermo King SLR 65	GVWR:	14,200	Tie Down Type	Q-Straint
Exterior Color/Graphics:	White only	Body Length:	26	Estimated Delivery:	180 Days ARO

All the Best, from A-Z Bus Sales, Inc.

MBTA CalACT Cooperative RFP 11-03

Customer:	City of Monterey Park			Quote Date	12/18/2014
Address:	320 W. Newmark Ave	State:	CA	Expires	
City	Montery Park	Zip Code:	91754		
Contact:	Amy Ho	Office Phone:	(626) 307-1383	DSI Account:	
Email Address:	amho@montereypark.ca.gov	Cell Phone:		Fax Number	
Sales Representative	Brian Hunt	Type	Type G		

QTY Option Description — Contract Price

SUMMARY STANDARD BID FEATURES & EQUIPMENT

- Steel Cage Costruction
- FRP Exterior Skins - Vacuum Laminated Body Construction
- One Piece FRP Roof Assembly
- Electric Entry Door
- Ergonomic Driver Control Panel
- Driver Side Running Board
- Remote control & heated Exterior Mirrors, Velvac
- Full Air suspension
- Dual Entry Grab Rails
- Engineererd wood Subfloor,sealed top and bottom
- Individual seat securments designed into floor system
- Drivers floor level storage compartment
- Daytime Running Lights
- Poly Urea Flooring, and up lower interior side walls
- Q-Straint Deluxe w/c Tiedowns belts
- 5 YEAR / 100,000 Mile Limited Body Warranty
- Fully Insulated Body Assembly Process
- ALL LED Exterior and Interior Lighting
- Filon FRP Interior Sidewalls, Roof, Rear Walls
- Number, function, and color coded wiring
- Freedman Drivers seat (unless optional ordered)
- Side Mounted Battery on Slide Out Tray w/High Amp Circuit Breakers
- Dual Compressor SPLIT System Carrier Air Conditioning
- 96" Body Width
- Seating: Level 4 upholstery, Aisle arm rests, Grab Handles, USR's
- ISO Quality Manufacturing Process
- Double T-Slider tinted side passenger windows
- Back Up Alarm, Anti-ride RearHelp Bumper w/Hawkeye
- Front Mud Flaps
- Altoona 7 Year/200,000 Mile Tested
- Stanchion and Modesty Panel Behind Driver, with Plexiglass
- Meets All Applicable FMVSS Requirements in Effect at time of Manufacture

CONTRACT PRICING SUMMARY

Base Unit as Specified	118,252.00	
Published Options	56,088.60	
Non-Published Options	17,389.00	
Sub-total per Unit	191,729.60	
Doc Fee (taxable)	80.00	
ADA Portion that is non taxable	11,790.46	
Taxable Amount (subtotal + doc fee less non taxable)	180,019.14	
Sales Tax	16,201.72	9.0% Montoroy Pk
Tire Recycle Fee	12.25	
CalACT MBTA fee of 1.5% of subtotal	2,875.94	
Delivery (first 100 miles free)		
Grand Total, Each	210,899.51	
Qty	1	
Grand Total	$ 210,899.51	

Signature

Print Name

Signature — Date

Print Name

COMPANY/AGENCY

City Council Staff Report

DATE: January 7, 2015

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

TO: The Honorable Mayor and City Council

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

SUBJECT: A request to amend specific terms of a Development Agreement (DA-13-01) by and between the City of Monterey Park, the Monterey Park Successor Housing Agency and LINC Community Development Corporation, etc., and to take other action related to implement the Development Agreement and prior HOME Loan approval with LINC

RECOMMENDATION:

It is recommended that the City Council consider:

(1) Opening the public hearing;
(2) Receiving documentary and testimonial evidence;
(3) Closing the public hearing;
(4) Waive first reading and introduce an Ordinance approving an amended Development Agreement between the City and LINC Community Development Corporation; including approval of an Amendment to the July 22, 2013 Agreement for HOME/CHDO Funds between the City and LINC; and, approval of a purchase and sale loan between the Monterey Park Successor Housing Agency and LINC regarding the properties located at 236 S. Ramona Avenue and 321, 325, 341, and 371 E. Pomona Boulevard;
(5) Provide tentative approval of the third party financing of the Project as outlined in the amended Development Agreement; and
(6) Take such additional, related, action that may be desirable.

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 §§ 15191, *et seq*. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

EXECUTIVE SUMMARY:

On February 19, 2014, the City Council approved a General Plan Amendment and Development Agreement with LINC Community Development Corporation (LINC). The approval allowed LINC to purchase the property located at 236 S. Ramona Avenue with the intention of developing a 6-unit affordable housing project. The approval also allowed LINC to purchase the properties located at 321, 325, 341, and 371 E. Pomona Boulevard; and 534 N. Chandler Avenue. It is LINC's intention to purchase these residentially developed properties; refurbish the existing residential units; and manage and rent these affordable housing units. LINC is also required to provide 19 public parking spaces on the Ramona Avenue property.

To ensure the financial viability of the project, it is necessary for LINC to acquire all of the sites identified above; obtain financing from the City in the form of HOME funds for the development of the 6 affordable units at 236 S. Ramona Avenue; and obtain funding through the California Tax Credit Allocation Committee (CTCAC) program.

Over the last eight months, LINC has focused their attention on applying for funding through the California Tax Credit Allocation Committee (CTCAC). Unfortunately, LINC did not receive funding as part of the first round. LINC subsequently resubmitted their funding application as part of the second round and has received a notification from CTCAC that they will be receiving funding for their project.

In the last few months, LINC has evaluated the current market conditions and financing opportunities and has informed the City that they would like to amend the existing Development Agreement. The Development Agreement contemplated a thirty year loan with regard to the HOME Loan of $834,833 for constructing the improvements on the Ramona Avenue Property and and an acquisition loan of $2,080,000 to acquire the remaining properties. It was also contemplated that LINC would seek another loan from a third party for purposes of constructing the various improvements on all of the properties. Specifically, LINC is requesting an increase to the term of the loans from 30 years to 55 years so that the loans run concurrently with the affordability covenants and the property with regard to all of the properties. LINC has stated that this is the only way that given the combination of outside financing requirements and the use of tax credits that the project is financially feasible. LINC is also proposing to pay the City $540,000 for the Ramona Property upon closing of the transaction which the City can then use to purchase another property for public parking. In LINC's prior proposal it was only going to pay the City $405,000 of this amount and the remaining amount was going to be financed over time. The City's outside consultant Keyser, Marston and Associates has reviewed LINC's request and believes that it is reasonable and customary in light of the type of transaction that is involved.

LINC is working with Citibank with respect to the outside financing for purposes of constructing the various improvements on all of the properties. The construction loan will be approximately $7 million and will be for a term of 20 months. Citibank is also providing a permanent loan in the approximate amount of $600,000 and will be for a term of 35 years. The City is reviewing the loan and related documents to determine whether LINC has the necessary financing in place prior to closing the transaction. Citibank is requiring that, which was contemplated by the Development Agreement, the City and Successor Agency subordinate their loans to Citibank's construction loan. The Home Loan and Successor Agency Loan are contemplated to be cross-collateralized against all of the properties. The permanent financing provided by Citibank with be junior to the Home loan and the Successor Agency loan. The City and Citibank and are working a subordination agreement with regard to the permanent financing and it will be in a form substantially similar to that which is attached to the Amendment to the Development Agreement with regard to Citibank's construction loan. This latter subordination agreement will be made available to the Council and public early next week.

BACKGROUND:

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

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

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

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

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

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

On January 23, 2014, the Planning Commission adopted Resolution No. 02-14 indicating that the proposed disposition of real property is in conformance with the

Monterey Plan General Plan. The City owned properties identified in the Resolution include 236 S. Ramona Avenue; 321, 325, 341, and 371 E. Pomona Boulevard; and 534 N. Chandler Avenue.

On February 19, 2014, the City Council approved a General Plan Amendment (GPA13-01) and Development Agreement (DA-13-01) allowing the development of six new affordable housing units on the property located at 236 South Ramona; Declared the City owned properties at 236 S. Ramona Avenue; 321, 325, 341, and 371 East Pomona Boulevard; and 534 North Chandler Avenue as surplus property thereby allowing these Successor Agency owned residential properties to be sold to LINC pursuant to the terms and conditions of the Development Agrement.

DEVELOPMENT AGREEMENT:

Staff has reviewed the requested changes proposed by LINC and believes that they are in the best interest of the City to ensure the development of the affordable housing project and provide for improvements, long term maintenance and property management of the proposed new units and existing units.

ALTERNATIVE COUNCIL CONSIDERATIONS:

None.

FISCAL IMPACT:

As noted above, the HOME monies used for this project are federally restricted funds. The acquisition loan does not result in the Successor Agency providing any proceeds to LINC but rather is to finance the purchase price of property owned by the Successor Agency. The City will not be using money from its general fund (or any other fund). There is a fiscal benefit to the City in that it will receive the full $540,000 for the Ramona property in an upfront cash payment instead of having to defer $135,000 that would be reimbursed overtime.

Respectfully submitted,

Michael A. Huntley
Community and Economic
Development Director

Approved by:

Paul L. Talbot
City Manager

Reviewed by:

Mark Hensley by
Mark Hensley
City Attorney

Attachments:

Exhibit A:	City Council Ordinance
Exhibit B:	Draft Amended Development Agreement (with Exhibits)
Exhibit C:	March 2014 Development Agreement (with Exhibits)
Exhibit D:	July 2013 Agreement for Home/CHDO Funds
Exhibit E:	HOME Predevelopment Loan Agreement

EXHIBIT A
City Council Ordinance

ORDINANCE NO.

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

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

SECTION 1: The City Council finds and declares that:

A. On February 19, 2014, the City Council adopted Ordinance No. 2105 approving a Development Agreement ("DA-13-01") with the LINC Community Development Corporation ("LINC") to construct a six-unit affordable housing development at 236 South Ramona Avenue (the "Project"). On October 6, 2014, LINC filed a request to amend DA-13-01 (the "Amended DA");

B. The City reviewed the Amended DA to determine its conformance with approvals previously granted on February 19, 2014; and

C. The City Council has carefully considered all pertinent testimony and the staff report offered in the case as presented at the public hearing of January 7, 2015.

SECTION 2: *Environmental Findings.* The City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations § 15000, *et seq.*, the "CEQA Guidelines"), and the City's Environmental Guidelines. This project is categorically exempt from additional environmental review pursuant to CEQA Guidelines § 15191, *et seq.* The project consists of the construction of six affordable housing units.

SECTION 3: *Approval.* The Amended DA attached as Exhibit "A," and incorporated by reference, is approved. The Amended DA amends DA-13-01 in its entirety and may be identified as DA-13-01A. The Mayor is authorized to execute the Amended DA in a form approved by the City Attorney.

SECTION 4: *Technical Corrections.* The City Manager, or designee, is authorized to make technical corrections, in a form approved by the City Attorney, to exhibits, maps, diagrams, tables, and other, similar, documents (collectively, "Exhibits") to the Amended DA that may be required.

SECTION 5: *Reliance on Record.* Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. The findings and determinations constitute the independent findings and determinations of the City

Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 6: *Limitations*. The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 7: *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 8: 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 9: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 10: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED, AND ADOPTED this __ of January, 2015.

____
Hans Liang, Mayor
City of Monterey Park, California

ATTEST:

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

I HEREBY CERTIFY that the above and foregoing ordinance was duly passed and adopted by the Monterey Park City Council at its regular meeting held on ____ of March 2014, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

By: ________________________________
Karl H. Berger, Assistant City Attorney

EXHIBIT B
Draft Amended Development Agreement

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "**Amendment**") is dated ________________, 2015, by and among the City of Monterey Park, a California Municipal Corporation, ("City"); the Monterey Park Successor Housing Agency, a political subdivision of the state of California ("SHA") pursuant to Assembly Bill 1X26, acting by and through the City of Monterey Park, a municipal corporation ("**City**"), LINC Community Development Corporation, a California nonprofit public benefit corporation ("**LINC**") and LINC-Monterey Park Apartments Housing Investors, LP, a California limited partnership ("**Developer**").

RECITALS

A. City and LINC are parties to that certain Development Agreement dated March 5, 2014 (the "**Agreement**"). Capitalized terms not defined herein shall have the meanings given to them in the Agreement.

B. SHA is consenting to and agreeing to be bound by the terms and conditions of the Agreement and this Amendment for purposes of selling its interests in the Site to Developer and for purposes of receiving of the benefits of the terms and conditions of the Agreement and this Amendment.

C. City, SHA, LINC and Developer desire, by this Amendment, to allow and provide for the assignment of LINC's rights, title and interests in the Agreement to Developer and to amend the Agreement as set forth below.

D. For purposes of the Agreement and this Amendment, the City and SHA shall be collectively referred to as "City" with the understanding that any obligations and rights relating to the disposition and condition of the properties located at 321, 325, 341 and 371 E. Pomona Boulevard and 534 N. Chandler Avenue shall be those of SHA and any obligations and rights relating to the disposition and condition of the properties located at 236 S. Ramona Avenue shall be those of the City and not SHA. The City and not SHA shall be the holder of all rights and obligations relating to the police powers of the City including without limitation, enforcement of state law and the City's municipal code, zoning and planning approvals, and building permit approvals that are contemplated by the Agreement and this Amendment.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, the parties hereto do hereby agree as follows:

1. Amendments. Effective the date hereof, the Development Agreement is amended as provided below.

(a) Recital B. of the Development Agreement is hereby amended and restated in its entirety to state as follows:

City and Developer desire by this Agreement for the City to Convey the Site to Developer for purposes of owning, upgrading and maintaining existing residential units on the Site and constructing six residential units at 236 S. Ramona Avenue in accordance with the Affordable Unit Requirement and the Scope of Development and providing the City with the Parking Covenant and the otherwise fulfilling the terms and conditions of this Development Agreement ("Project").

(b) Section 100 of the Development Agreement is hereby amended to add the following definitions and amend and restate the definitions from the Development Agreement that are set forth below as follows:

"*Affordable Unit Requirement*" means (a) as to the portion of the Project located at 236 S. Ramona Avenue, Monterey Park, for a period of at least twenty years from Closing, households whose income does not exceed low HOME rent as to 2 units and high HOME rents as to 3 units, and 1 manager's unit; and (b) as to the portion of the Project located at 321, 325, 341 and 371 E. Pomona Boulevard, and 534 N. Chandler Avenue, Monterey Park, for a period of at least fifty-five years from Closing, households whose income does not exceed low HOME rent as to 6 units and high HOME rents as to 19 units.

"*Affordability Covenants*" means that covenant that incorporates the Affordable Unit Requirement (attached hereto as Exhibit 13) and shall also be referred to as "Home Covenants."

"*Acquisition Loan*" has the same meaning as "Junior Acquisition Loan."

"*Association CC&Rs*" means those covenants, conditions and restrictions for the 236 S. Ramona Avenue, Monterey Park in a form approved by the City."

"*Awardee*" as that term is used in the HOME Loan or other or Exhibits to this Agreement shall mean Borrower.

"*Bankruptcy Proceeding*" or "*Bankruptcy*" means any bankruptcy, involuntary reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

"*Borrower*" shall have the same meaning as "Developer."

"*Casualty*" means the occurrence of damage to or loss of any of the Property by fire or other casualty.

"Citi" means Citibank, N.A.

"*Citi First Loan Agreement*" means that certain Construction Loan Agreement by and between Borrower and Senior Lender relating to the Senior Loan. The Citi First Loan Agreement shall not permit Developer to borrow an amount in excess of $______________ and shall have an initial repayment term of _____.

"*Citi First Loan Documents*" means, collectively, the Citi First Security Instrument, the Citi First Note, the Citi First Loan Agreement and all of the other documents, instruments and agreements now or hereafter evidencing, securing or otherwise executed in connection with the Citi First Loan, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented in accordance with the provisions of the Subordination Agreement.

"*Citi First Note*" means the Note, as defined by the Citi First Security Instrument, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented in accordance with the terms of the Subordination Agreement.

"*Citi First Security Instrument*" means that certain Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of the date hereof, made by Borrower for the benefit of Senior Lender, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented in accordance with the terms of the Subordination Agreement.

"*Citi Second Loan Agreement*" means that certain ______________ Loan Agreement by and between Borrower and Senior Lender relating to the Senior Loan. The Citi Second Loan Agreement shall not permit Developer to borrow an amount in excess of $______________ and shall have an initial repayment term of _____.

"*Citi Second Loan Documents*" means, collectively, the Citi Second Security Instrument, the Citi Second Note, the Citi Second Loan Agreement, the Citi Use Agreement and all of the other documents, instruments and agreements now or hereafter evidencing, securing or otherwise executed in connection with the Citi Second Loan, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented in accordance with the provisions of the Subordination Agreement.

"*Citi Second Note*" means the Note, as defined by the Citi Second Security Instrument, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented in accordance with the terms of the Subordination Agreement.

"*Citi Second Security Instrument*" means that certain Subordinate Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of the date hereof, made by Borrower for the benefit of Senior Lender, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented in accordance with the terms of the Subordination Agreement.

"*Citi Use Agreement*" means that certain Regulatory and Use Agreement, dated as of the date hereof, made by Borrower for the benefit of Senior Lender, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented in accordance with the terms of the Subordination Agreement.

"*City Residual Receipts*" shall have the meaning ascribed to such term in the Junior Acquisition Loan Agreement.

"Condemnation" means any proposed or actual governmental action that results in a condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property, whether direct or indirect.

"*Enforcement Action*" means the acceleration of all or any part of the Junior Indebtedness, the advertising of or commencement of any foreclosure or trustee's sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Junior Note or any other of the Junior Loan Documents, the exercising of any banker's lien or rights of set-off or recoupment, or the taking of any other enforcement action against Borrower, any other party liable for any of the Junior Indebtedness or obligated under any of the Junior Loan Documents, or the Property. However, the phrase "Enforcement Action" does not limit, restrict, or impair the Junior Lender in its municipal capacity in the exercise of its police power pursuant to the State Constitution or law, the Municipal Charter, or any municipal ordinance or regulation, or in its enterprise capacity relating to the provision of municipal services to the Property such as, by way of example and not limitation, zoning and building code enforcement, water and sewer delivery, or refuse collection.

"*Enforcement Action Notice*" means a written notice from Junior Lender to Senior Lender, given following a Junior Loan Default and the expiration of any notice or cure periods provided for such Junior Loan Default in the Junior Loan Documents, setting forth in reasonable detail the Enforcement Action proposed to be taken by Junior Lender.

"Grant Deed" means, collectively, the grant deeds from the SHA and City in the forms attached hereto as Exhibits 9 and 5 respectively.

"*HOME Covenants*" means the same as "Affordability Covenants."

"*HOME Loan*" means the same as "Junior HOME Loan."

"*Junior Acquisition Loan*" means that Loan Agreement By and Between the SHA and Developer in the form attached hereto as Exhibit 4."

"*Junior Acquisition Loan Deed of Trust*" means that security instrument for the Junior Acquisition Loan and Junior Acquisition Loan Promissory Note attached hereto as Exhibit 10.

"*Junior Acquisition Loan Promissory Note*" means that promissory note attached hereto as Exhibit10.

"*Junior HOME Loan*" means Agreement for HOME/CHDO Funds dated July 22, 2013, as assigned as amended and assigned to Maker pursuant to the First Amendment to Agreement for HOME/CHDO Funds in the form attached hereto as Exhibit 3.

"*Junior HOME Loan Deed of Trust*" means that security instrument for the HOME Loan and Junior HOME Loan Promissory Note attached hereto as Exhibit 11.

"*Junior HOME Loan Promissory Note*" mean that promissory note attached hereto as Exhibit 11.

"*Junior Indebtedness*" means all indebtedness of any kind at any time evidenced or secured by, or arising under, the Junior Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

"*Junior Loan*" means, collectively, the Junior HOME Loan and the Junior Acquisition Loan.

"*Junior Loan Documents*" means, collectively, the Junior HOME Loan, the Junior HOME Loan Promissory Note, the Junior HOME Loan Deed of Trust, the Junior Acquisition Loan , the Junior Acquisition Loan Promissory Note, the Junior Home Loan Deed of Trust, the Development Agreement, and all other documents evidencing, securing or delivered in connection with the Junior Loan, together with such modifications, amendments and supplements thereto as are approved in writing by Senior Lender prior to their execution. It is understood and agreed that the HOME Covenants and Parking Covenant shall not constitute a Junior Loan Document.

"*Junior Note*" means, collectively, the Junior HOME Loan Promissory Note and the Junior Acquisition Loan Promissory Note, as the same may from time to time be extended, consolidated, substituted for, modified, amended or supplemented upon receipt of the consent of Senior Lender in the forms attached hereto as Exhibits 10 and 11.

"*Junior Security Instrument*" means, collectively, the Junior Loan Documents, as the same may from time to time be extended, consolidated, substituted for, modified, amended or supplemented upon receipt of the consent of Senior Lender.

"*Junior Loan Default*" means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an "Event of Default" as defined in the Junior Security Instrument.

"*Loss Proceeds*" means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

"*Parking Covenant*" means that certain ingress and egress and parking Covenant with respect to that certain real property located at 236 Ramona, Avenue, Monterey Park, California in the form attached hereto as Exhibit 14.

"*Property*" has the same meaning as "Site."

"*Senior Indebtedness*" means all indebtedness of any kind at any time evidenced or secured by, or arising under, the Senior Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

"*Senior Loan Document*" means the Citi First Loan Documents.

"*Senior Loan Default*" means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an "Event of Default" as defined in the Senior Security Instrument.

"*Senior Note*" means the Citi First Note.

"*Senior Security Instrument*" means the Citi First Security Instrument.

"*Servicer*" shall mean the Servicer contracting with or appointed by the Senior Lender to service the Senior Loan.

"*Subordination Agreement*" means that Subordination and Intercreditor Agreement between Citibank, City, SHA and Developer in the form attached hereto as Exhibit 12 which provides for the Citi First Loan to be senior to the Acquisition Loan and Home Loan and for the Citi Second Loan to be subordinate to the Acquisition Loan and Home Loan.

(c) Section 201 of the Development Agreement is hereby amended and restated in its entirety to state as follows:

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

201.1 The "Purchase Price" for the Site shall be the sum of (a) $540,000 with respect to the unimproved land located at 236 S. Ramona Avenue, Monterey Park, and (b) $2,080,000, with respect to the improved land located at 321, 325, 341 and 371 E. Pomona Boulevard, and 534 N. Chandler Avenue, Monterey Park.

201.2 At Closing, the Purchase Price shall be paid as follows: (a) $540,000 in cash or other immediately available funds which shall be applied towards the purchase price of property located at 236 S. Ramona Avenue, Monterey Park and which the City intends to place in its general fund; and (b) $2,080,000, together with any other sums due under this Agreement in connection with the purchase, shall be paid to SHA pursuant to the terms of this Agreement and the Acquisition Loan. Additionally, the HOME Loan shall fund together with any other sums due under this Agreement in connection with this Agreement. The HOME Loan is a construction and permanent loan for the Project and shall be paid to City pursuant to the terms of this Agreement and the HOME Loan and the Junior Loan Security Instrument.

201.3 The "Acquisition Loan" shall (a) be a nonrecourse, seller takeback loan from City as partial payment of the Purchase Price as described above; (b) bear interest at the applicable federal rate for the month in which the Closing occurs; (c) have a term of no not less than 55 years; (d) be repaid from 65% of 50% of City Residual Receipts, with the remaining 35% of City Residual Receipts to be applied to the repayment of the HOME Loan , as further provided in the Junior Loan Documents.

(d) Exhibit No. 3 of the Agreement is hereby replaced in its entirety with the attached Exhibit 3.

(e) The following sentence is added to Section 202.1:

"With regard to any escrow costs, charges and fees that are owed by the City under this Agreement, the City shall pay 65% and the SHA shall pay 35% of such costs, charges and fees."

(f) Replace section 202.6 (b) is hereby deleted in its entirety and replaced with the following:

"Record the Grant Deed, Parking Covenant, Affordability Covenants, Junior HOME Loan Deed Junior Acquisition Loan Deed of Trust, a Memorandum of the Development Agreement (in a form approved by the City and Developer), the deeds of trust of the Senior Security Interest , and the Subordination Agreement."

(g) Section 301 of the Agreement is hereby deleted and replaced with the following:

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

(h) Section 311 of the Agreement is hereby deleted and replaced with the following:

"City will provide HOME Loan in accordance with the terms and conditions of the HOME Loan to construct the Improvements on the property located at 236 S. Ramona Avenue. Such loan will be for a term of not less than 55 years and bear interest at 3% simple interest per annum. Such funds may only be spent for construction and related costs. As part of the Improvements, Developer agrees to construct 19 public parking spaces at street parking level for use by the City and the general public. These parking spaces shall be memorialized in the Parking Covenant. Also, Developer construction of improvements must include a multipurpose room that may be used by occupants of the Project, or their invitees, at reasonable times agreed upon by the City and Developer."

(i) The following sentence shall be added to Section 311.1 of the Agreement:

"It is currently anticipated that upon final review and approval of the City First Loan Documents and the City Second Loan Documents and such other financial information that may be requested of Developer pursuant to this Section, that these loans are anticipated to satisfy the conditions of this Section."

(j) The following shall be added for Section 402 through 405 of the Agreement:

"Sections 402 through 405. Intentionally Omitted."

(k) The following shall be added to Section 511 of the Agreement:

"In the event that Closing occurs and the Subordination Agreement or authorized senior loan is executed and properly recorded, to the extent the Subordination Agreement or a senior loan precludes or delays the City from proceeding with any Enforcement Action, Junior Loan Default, default, or in any manner enforcing its rights under this Agreement, Developer agrees that City shall not be deemed to have waived any of its rights under this Agreement and that any such right the City has under this Agreement or in law or equity shall be deemed tolled, with regard to time limits imposed by this Agreement or by law or equity, unless and until the City is granted the right under the Subordination Agreement or other senior loan or the Subordination Agreement or senior loan terminates such as to allow the City to pursue its rights under this Agreement or in law or equity. Additionally, to the extent the City cannot proceed to cure any default claimed by the Developer due to the Subordination Agreement or an authorized senior loan, the Developer cannot proceed to take any action against the City under this Agreement or law or equity unless and until the City can proceed to cure any alleged default."

(l) Section 620 is added to this Agreement as follows:

"620. Effect of Subordination Agreement. To the extent that the Subordination Agreement is properly executed and recorded and is in full force and effect and there are any inconsistencies between this Agreement and the Subordination Agreement, the provisions of the Subordination Agreement shall be controlling but the City's rights under this Agreement shall be construed to give the City the greatest legal and equitable rights possible for purposes effectuating the intent of this Agreement so long as such does not directly conflict with the provisions of the Subordination Agreement. To the extent the Subordination Agreement provides for any right by Senior Lender to approve this Development Agreement or the Exhibits hereto, such approval must be given before Closing. If Senior Lender does not approve of this Agreement or the Exhibits prior to Closing, the City shall have no obligation to make any changes or amendments requested by the Senior Lender and the Senior shall have no legal or equitable rights against the City for refusing or failing to make any such requested changes or amendments."

(m) The following Section 621 is added to this Agreement:

"621. List of Exhibits. The following are Exhibits to this Agreement and are incorporated into this Agreement by reference. The City Manager and Executive Director shall have the authority, subject to the approval of the City Attorney and Agency Counsel, to make minor revisions to the Exhibits as necessary to carry out the intent of this Amendment and the Development Agreement and to affix the proper sub-exhibits, to the Exhibits that have been omitted in some instances for purposes of convenience:

Exhibit 1 – Site Maps (in current form as attached to Development Agreement).

Exhibit 2 – Legal Description of Site (in current form as attached to Development Agreement).

Exhibit 3 – Amendment to HOME Loan (in form attached hereto)

Exhibit 4 – Acquisition Loan (in form attached hereto)

Exhibit 5 – Grant Deed from City (in form attached hereto)

Exhibit 6 – Schedule of Performance (in form attached hereto)

Exhibit 7 – Scope of Development (in current form as attached to Development Agreement)

Exhibit 8 – Certificate of Completion (in current form as attached to Development Agreement)

Exhibit 9 – Grant Deed from Monterey Park Successor Housing Authority (in form attached hereto)

Exhibit 10 – Junior Acquisition Promissory Note and Junior Acquisition Loan Deed of Trust (in form attached hereto)

Exhibit 11 – Junior HOME Loan Promissory Note and Junior HOME Loan Deed of Trust (in form attached hereto)

Exhibit 12 – Subordination Agreement

Exhibit 13 – Affordability Covenants

Exhibit 14 – Parking Covenant

2. Assignment by LINC. Effective as of the Closing, LINC hereby transfers its interest under the Agreement, as amended hereby, to Developer, in which LINC-Monterey Park Apartments, LLC, a California limited liability company ("**General Partner**") is the sole general partner. LINC is a controlling member of General Partner. Upon such assignment, LINC is hereby released from all obligations under the Agreement and Developer shall assume all obligations under the Agreement. City hereby agrees to the foregoing assignment, assumption and release.

3. Affirmation of the Agreement. Except for the foregoing, the parties hereto affirm the Agreement.

4. Counterparts. This Amendment may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Developer have caused this Amendment to be duly executed as of the day and year first above written.

CITY:

City of Monterey Park,
a municipal corporation and general law city

By: ______________________________
Paul L. Talbot, City Manager

ATTEST:

____
Vincent Chang, City Clerk

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

By: ______________________________

SHA:

Monterey Park Successor Housing Authority,
A political subdivision of the State of California

By:______________________________
Paul L. Talbot, Executive Director

ATTEST:

By:______________________________
Vicki Banando, SHA Secretary

APPROVED AS TO FORM:
Mark D. Hensley, SHA General Counsel

By:______________________________

DEVELOPER:

LINC-Monterey Park Apartments Housing Investors, LP,
a California limited partnership

By: LINC-Monterey Park Apartments, LLC,
a California limited liability company,
its Managing General Partner

By: LINC Community Development Corporation,
a California nonprofit public benefit corporation,
its Authorized Member

By: ______________________________
Suny Lay Chang
Senior Vice President and
Director of Housing Development

EXHIBIT 1

SITE MAPS

SEE ATTACHED

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

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

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

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

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

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

EXHIBIT 2

LEGAL DESCRIPTION OF SITES

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

321 E. Pomona Avenue:

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

Assessor's Parcel Number: 5265-015-900

325 E. Pomona Avenue:

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

Assessor's Parcel Number: 5265-015-903

341 E. Pomona Avenue:

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

Assessor's Parcel Number: 5265-015-902

371 E. Pomona Ave:

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

Assessor's Parcel Number: 5265-015-901

534 N. Chandler Avenue:

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

Pages 134 and 135 of Maps, in the Office of the County Recorder of said County.

Parcel 2:

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

Assessor's Parcel Number: 5256-008-900

236 S. Ramona Avenue

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

Except therefrom the East 240 feet thereof.

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

Assessor's Parcel Number: 5257-013-900

EXHIBIT 3

FIRST AMENDMENT TO AGREEMENT FOR HOME/CHDO FUNDS

THIS FIRST AMENDMENT TO AGREEMENT FOR HOME/CHDO FUNDS (this "**Amendment**") is dated ________________, 2015, by and among the City of Monterey Park, a municipal corporation and general law city ("**City**"), LINC Community Development Corporation, a California nonprofit public benefit corporation ("LINC") and LINC-Monterey Park Apartments Housing Investors, LP, a California limited partnership ("**Awardee**").

RECITALS

A. City and LINC are parties to that certain Agreement for HOME/CHDO Funds dated July 22, 2013 (referred to in that document as the "**Agreement**"). Capitalized terms not defined herein shall have the meanings given to them in the Agreement except for the term "Agreement" shall now be changed to "HOME Loan."

B. City and LINC are also parties to that certain HOME Predevelopment Loan Agreement entered into as if October 2, 2013, and LINC has executed a Promissory Note dated September 19, 2013 (collectively, the "**Predevelopment Advance Documents**") in the amount of $83,483 (the "**Predevelopment Advance**"). Pursuant to the Predevelopment Advance Documents, The Predevelopment Advance was an advance of the $834,833 loan HOME FUNDS under the HOME Loan for purposes of funding the predevelopment cost budget set forth in Exhibit D of the Predevelopment Advance Documents.

C. City wishes to promote the development and availability of affordable multifamily rental housing within the City of Monterey Park. The City and LINC Community Development Corporation entered into that certain Development Agreement dated March 4, 2014 with respect to the Project (as defined below), which Development Agreement has been assigned to Borrower pursuant to the First Amendment to Development Agreement which is executed by the City, the Monterey Park Successor Housing Authority and LINC Community Development Corporation ("SHA"), and Awardee on or about ______________ , 2015 (the Development Agreement and First Amendment to Development shall collectively referred to hereafter as "Development Agreement").

D. Awardee intends to improve, construct and operate the Project (as that term is defined in the Development Agreement).

E. City, LINC and Awardee desire by this Amendment to assign the HOME Loan to Awardee and to amend the Home Loan as set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, the parties hereto do hereby agree as follows:

1. Amendments. Effective the date hereof, the Agreement is amended as provided below.

(a) The second paragraph of Section II and Section V.B. of the Agreement is hereby amended by replacing all references to "30 years" with "55 years".

(b) The second paragraph of Section III of the Agreement is hereby amended by adding the following language:

> "Of the six units, 1 will be a manager's unit, 2 will be leased low HOME households, and 3 will be leased to high HOME households."

(c) Section VI of the Agreement is hereby amended by adding the following new Sections VI.D. & E.:

> "D. The note evidencing the loan of the Funds shall be for a term of 55 years, shall bear simple interest at the rate of 3% per annum, and shall be repayable from 35% of the City's Share of the Residual Receipts (as defined in the Loan Agreement By and Between the City and LINC ("Acquisition Loan") in the form attached to the Development Agreement as Exhibit 4)") , with the remaining 65% of City's Share of the Residual Receipts applied against the Acquisition Loan.
>
> E. The following liens and encumbrances, subject to the reasonable conditions of City for the subordination of its Deed of Trust, are approved by City as allowable encumbrances senior in priority to the deed of trust securing the Funds (the "**Senior Loans**") except the Senior Loans take the Property subject to the rights and obligations of the Developer set forth in the Development Agreement and the Awardee, the Loan Agreement, and this HOME Loan, including but not limited to the Affordability Covenants and Parking Covenants as provided in the subordination agreement executed by City:
>
> (i) A construction loan in the amount of approximately \$6,701,260 , then a permanent loan in the approximate amount of \$500,000

(d) Section XIX.J. of the Agreement is hereby amended by adding the following language:

> "Notwithstanding any other provision of this Home Loan to the contrary, City approval of a transfer of the Project and all rights, interests, obligations and duties of Awardee under the Agreement is not required in connection with any of the following:
>
> (a) Any transfer to a limited liability company, partnership,

corporation, or other entity or entities in which Awardee retains a portion of the ownership or beneficial interest and retains management and control of the transferee entity or entities.

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

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

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

(e) A new Section XX is hereby added to the Home Loan, to read as follows:

A. HOME FUNDS Documents. As a condition to funding the balance of the HOME FUNDS to Awardee, Awardee shall execute the forms of Note (the ""**HOME Loan Promissory Note**"), Deed of Trust (the ""**HOME Loan Deed of Trust**") HOME Loan Deed of Trust recorded against the PROJECT in the forms attached to the Development Agreement as Exhibits 3 and 11. The Home Loan, the HOME Loan Promissory Note, the HOME Loan Deed of Trust and the HOME Loan Regulatory Agreement are referred to herein as the "**HOME Loan Documents**". The parties hereto agree that upon such execution and recordation, the Predevelopment Advance Documents shall be void and of no further effect, and that any obligations thereunder shall be obligations under the HOME Loan Documents.

B. Additional Remedies. In addition to all of the fault or non-fault based rights and remedies available to the City under the Development Agreement and HOME Loan, the City shall have the right but not the obligation to exercise any or all of the remedies set forth in the HOME Loan Documents for any failure by Awardee to comply with the terms of the Home Loan.

C. Limited Partners. Notwithstanding anything to the contrary contained herein or under the HOME Loan Documents, City hereby agree that any cure of any default made or tendered by one or more of Awardee's limited partners shall be deemed to be a cure by Awardee and shall be accepted or rejected on the same basis as if made or tendered by Awardee. Copies of all notices which are sent to Awardee hereunder shall also be sent to: Raymond James Tax Credit Funds, Inc., 880 Carillon Parkway, St. Petersburg, Florida 33716, Attention: Steve Kropf, President.

(f) Project Implementation Timeline. Exhibit 1 to the Home Loan is hereby amended and replaced with Exhibit 1 hereto.

(g) New Exhibits. Exhibit 3 is hereby amended and replaced with Exhibit 3 hereto, Exhibit 4 is hereby deleted, Exhibit 5 is hereby amended and replaced with Exhibit 5 hereto, and Exhibit 7 is hereby added to the Home Loan in the form attached hereto as Exhibit 2.

2. Assignment by LINC. Effective as of the date the HOME Deed of Trust (as defined below) is recorded, LINC hereby transfers its interest under the Home Loan, as amended hereby, to Awardee, in which LINC-Monterey Park Apartments, LLC, a California limited liability company (“**General Partner**”) is the sole general partner. LINC is a managing member General Partner. Upon such assignment, LINC is hereby released from all obligations under the Home Loan and Awardee shall assume all obligations under the Home Loan. City hereby agrees to the foregoing assignment, assumption and release.

3. No Defaults. The parties hereto hereby agree and acknowledge that as of the date hereof, there are no defaults under the Home Loan or with respect to the HOME FUNDS, including under the Predevelopment Advance Documents.

4. Affirmation of the Agreement. Except for the foregoing, the parties hereto affirm the Home Loan. Except as set forth herein, the parties do not intend to make any other changes to the Home Loan.

5. Counterparts. This Amendment may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Awardee have caused this Amendment to be duly executed as of the day and year first above written.

CITY:

City of Monterey Park,
a municipal corporation and general law city

By: ______________________________
Paul Talbot, City Manager

ATTEST:

____
Vincent Chang, City Clerk

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

By: ______________________________

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

AWARDEE:

LINC-Monterey Park Apartments Housing Investors, LP,
a California limited partnership

By: LINC-Monterey Park Apartments, LLC,
a California limited liability company,
its Managing General Partner

By: LINC Community Development Corporation,
a California nonprofit public benefit corporation,
its Authorized Member

By: ______________________________
Suny Lay Chang
Senior Vice President and
Director of Housing Development

LINC:

LINC Community Development Corporation,
a California nonprofit public benefit corporation

By: ______________________________
Name: ______________________________
Title: ______________________________

EXHIBIT 3

HOME RENT RESTRICTIONS

The following HOME rent restrictions will be imposed on the property is located at 236 Ramona Avenue:

Number of Bedrooms	50% Low HOME	65% High HOME	Manager's Unit
1	1	1	0
2	1	0	1
3	0	2	0
Total	2	3	1

The gross HOME rents applicable as of January 1, 2014 are presented in the following table. These rents are updated annually by HUD. The City's currently applicable Utility Allowance must be subtracted from the gross HOME rent to determine the actual maximum rent the Owner will receive.

Number of Bedrooms	50% Low HOME	65% High HOME
1	$791	$1,008
2	$948	$1,212
3	$1,096	$1,391

EXHIBIT 5

SCOPE OF WORK

The AWARDEE is proposing to acquire and construct a six-unit rental project in the City of Monterey Park. The property is located at 236 Ramona Avenue. This property will produce five units subject to income and affordability covenants that will remain in place for a minimum of 20 years. The project will also include one unit that will be occupied by an on-site manager.

The AWARDEE is also seeking to purchase 25 units located at 325 E. Pomona Boulevard, 341 E. Pomona Boulevard, 371 East Pomona Boulevard and 534 Chandler Avenue, Monterey Park, California. Subsequent to the purchase of these properties, the AWARDEE will undertake the necessary rehabilitation to ensure that the form and function of each unit supports the residents and meet local housing codes. The project will be subject to income and affordability covenants that will remain in place for a minimum of 55 years.

EXHIBIT 4

LOAN AGREEMENT
BY AND BETWEEN
THE MONTEREY PARK SUCCESSOR HOUSING AUTHORITY
AND
LINC-MONTEREY PARK APARTMENTS HOUSING INVESTORS, LP

This Loan Agreement ("Acquisition Loan ") is made this ____ day of __ 2015, by and between the Successor Housing Agency to the Monterey Successor Housing Agency , a political subdivision of the state of California ("SHA") pursuant to Assembly Bill 1X26, , and LINC-Monterey Park Apartments Housing Investors, LP, a California limited partnership ("Borrower").

RECITALS

A. SHA wishes to promote the development and availability of affordable multifamily rental housing within the City of Monterey Park. SHA and LINC Community Development Corporation entered into that certain Development Agreement dated March 4, 2014 with respect to the Project (as defined below), which Development Agreement has been assigned to Borrower pursuant to the First Amendment to Development Agreement which is executed by the City, SHA and LINC Community Development Corporation, and Borrower on or about ______________ , 2015 (the Development Agreement and First Amendment to Development shall collectively referred to hereafter as "Development Agreement").

B. Borrower intends to acquire, rehabilitate, own and manage 25 affordable housing units for Low-Income Households (as defined below) located at 321, 325, 341 and 371 E. Pomona Boulevard, and 534 N. Chandler Avenue, Monterey Park, California, and to acquire, construct, own and manage 6 units, of which 1 is a manager's unit and 5 will be affordable housing units for Low-Income Households located at 236 S. Ramona Avenue, Monterey Park, California .

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

D. The SHA agreed to loan Borrower the sum of Two Million Eighty Thousand Dollars ($2,080,000) (the "Acquisition Loan") for purposes of Borrower acquiring the Property based upon the terms and conditions set forth in this Loan Agreement

E. As a condition of this Acquisition Loan, Borrower must execute, among other things, the First Amendment to Development Agreement, the Acquisition Loan Documents , and such other documents required in the Development Agreement to be executed and/or recorded), and the Acquisition Deed of Trust must be recorded against the Property. These instruments are intended to secure SHA's financial interest in the Project as well as its continuing interest in the affordability and habitability of the Project, as well as to secure performance of other covenants contained in these agreements.

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

ARTICLE 1
DEFINITIONS

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

1.1 **"Annual Financial Statement"** means the certified financial statement of Operating Expenses and Revenues, including but not limited to a detailed report of all Operating Expenses and a statement of the Borrower's Operating Reserve and Replacement Reserve Fund, prepared at Borrower's expense, by an independent certified public accountant acceptable to SHA, which shall form the basis for determining the Residual Receipts.

1.2 "**Awardee**" shall have the same meaning as "Borrower."

1.3 **"Acquisition Deed of Trust"** is that deed of trust, assignment of rents, and security agreement placed on the Property as security for the Acquisition Loan by Borrower as trustor with SHA as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust. The terms of the Deed of Trust have been incorporated into this Acquisition Loan the form of which is attached to the Development Agreement as Exhibit 10.

1.4 **Acquisition Loan"** means the loan of Two Million Eighty Thousand Dollars ($2,080,000) for the purchase price of the Property (except the 236 S. Ramona Avenue property) from the SHA to Borrower pursuant to the terms and conditions set forth in this Acquisition Loan.

1.5 **"Acquisition Loan Documents"** are collectively this Acquisition Loan , the Acquisition Promissory Note and the Acquisition Deed of Trust, as they may be amended, modified, or restated from time to time to the extent such are properly authorized and executed, along with all exhibits and attachments to these documents.

1.6 **"Acquisition Promissory Note"** is that promissory note executed by Borrower in favor of SHA evidencing the Acquisition Loan in the amount of Two Million Eighty Thousand Dollars ($2,080,000) (the form of which is attached to the Development Agreement as Exhibit "10_") which is secured by the Acquisition Deed of Trust, as well as any amendments to, modifications of, or restatements of said promissory note that are in set forth in a properly authorized and executed document. The terms of the Note are hereby incorporated into this Loan Agreement by this reference.

1.7 **"Borrower"** is LINC-Monterey Park Apartments Housing Investors, LP, a California limited partnership, and its authorized representatives, assigns, transferees, or successors-in-interest thereto.

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

1.9 "Developer" shall have the same meaning as Borrower.

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

1.11 **"HOME FUNDS"** means the loan funds in the amount of $834,833 made pursuant to the Home Loan and the "HOME Loan Documents" described therein.

1.12 **"HOME Loan"** means Agreement for HOME/CHDO Funds dated July 22, 2013, entered into between the City and Borrower as assigned as amended and assigned to Maker pursuant to the First Amendment to Agreement for HOME/CHDO Funds of even date herewith, between Holder and the Maker dated ______________, 2015.

1.13 **"Improvements"** means the improvements to be rehabilitated or constructed on the Property as part of the Project.

1.14 **"Interest Rate"** means [AFR]%, compounded annually.

1.15 **"Low-Income Household"** means (a) as to the portion of the Project located at 236 S. Ramona Avenue, Monterey Park, households whose income does not exceed low HOME rent as to 2 units and high HOME rents as to 3 units, and 1 manager's unit; and (b) as to the portion of the Project located at 321, 325, 341 and 371 E. Pomona Boulevard, and 534 N. Chandler Avenue, Monterey Park, households whose income does not exceed low HOME rent as to 6 units and high HOME rents as to 19 units.

1.16 **"Operating Expenses"** means actual, approved reasonable and customary costs, fees and expenses directly attributable to the operation, recordkeeping, maintenance, taxes and management of the Project including, without limitation: a commercially reasonable property management fee; taxes and assessments; payroll and payroll taxes for property employees;

insurance; security, painting, cleaning, repairs, and alternations; landscaping; sewer charges; utility charges; advertising, promotion and publicity; cable television, satellite and other similar services; office, janitorial, cleaning and building supplies; approved recreational amenities and supplies; purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishing; fire alarm monitoring; fees and expenses of accountants, attorneys, consultants and other professionals. The Operating Expenses must be reported in the Annual Financial Statement.

1.17 **"Operating Reserve"** means a reserve account to be maintained by Borrower that shall not exceed 100% of the annual Operating Expenses.

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

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

1.20 **"Project"** means that term as it is defined in the Development Agreement**.**

1.21 **"Property"** consists of the real property located at 321, 325, 341 and 371 E. Pomona Boulevard, 534 N. Chandler Avenue, and 236 S. Ramona Avenue, Monterey Park, California and more particularly described in the attached Exhibit A, which is incorporated into this Loan Agreement by this reference, and any buildings or Improvements now or hereafter situation on such property.

1.22 **"Replacement Reserve Fund"** shall mean the amount that Borrower shall be allowed to hold and to deposit in a reserve account for purposes of replacing and repairing Improvements on the Property, in accordance with a budget or projections approved by City in its reasonable discretion.

1.23 **"Restricted Unit"** means any of the 30 rental units on the Property which is reserved for occupancy by a household with Low-Income Households.

1.24 **"Residual Receipts"** mean Revenues reduced in the following order: (1) Operating Expenses calculated on a cash basis; (2) debt service on senior project debt on the Senior Loans (as defined in Section 4.7); (3) payments to the Operating Reserve Fund; (4) payments to the Replacement Reserve Fund; (5) repayment of general partner loans; (6) deferred developer fees; (7) limited partner asset management fee up to Five Thousand and No/100 Dollars ($5,000) which shall be increased by 3% per annum; and (8) general partner management fee up to Twenty-Five Thousand and No/100 Dollars ($25,000) which shall be increased by 3% per annum.

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

1.26 **"SHA"** means the Monterey Park Successor Housing Agency that was formed as a result of the dissolution of the of Monterey Park Redevelopment Agency pursuant to

Assembly Bill 1X26 and which owns the Property with the exception of 236 S. Ramona Avenue, Monterey Park, acting as a political subdivision of the State of California.

ARTICLE 2.
CITY LOAN TERMS

2.1 **Acquisition Loan**. SHA agrees to provide the Acquisition Loan to Borrower under the terms and conditions of Acquisition Loan Documents.

2.2 **Acquisition Loan Amount.** On and subject to the terms and conditions of the Acquisition Loan Documents, City agrees to make and Borrower agrees to accept a loan in an amount not to exceed Two Million Eighty Thousand Dollars ($2,080,000), evidenced by the Acquisition Note, in this amount and secured by the Acquisition Deed of Trust recorded against the Property.

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

2.4 **Loan Term**. Unless sooner due pursuant to the Note, the principal of the Loan and all accrued interest thereon shall be due and payable on the earliest of (a) not less than fifty-five (55) years from the date of the execution of the Note, or (b) an Event of Default by Borrower which has not been cured as provided for in this Loan Agreement.

2.5 **Use of Funds**. Acquisition Loan proceeds shall be used to pay for the acquisition of the Property (except the 236 S. Ramona property).

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

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

2.8 **Loan Repayment**.

(a) The Residual Receipts will be reported and the City Loan will be paid as follows:

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

(B) The Acquisition Loan will be repaid from Residual Receipts as follows: SHA will receive an amount equal to fifty percent (50%) of Residual Receipts ("City's Share") of which sixty-five percent (65%) shall be towards the Acquisition Loan, and thirty-five percent (35%) shall be applied to the HOME Loan , and Borrower will receive an amount equal to fifty percent (50%) of Residual Receipts of the Project ("Borrower's Share"). SHA and Borrower agree that the Acquisition Loan Documents only cover 65% of SHA's Share of Residual Receipts, and that references to the HOME Loan are for guidance only.

(C) Upon payment in full of the Acquisition Loan, SHA will have no further right to payment of any portion of the Residual Receipts, provided that the foregoing shall not affect the HOME Loan which are governed by the HOME Loan Documents.

ARTICLE 3.
DISBURSEMENT OF CITY LOAN PROCEEDS

3.1 **City Loan Disbursement.** The Acquisition Loan is a seller takeback loan and shall be executed and recorded as part of the Closing pursuant to the terms and conditions of the Development Agreement and this Acquisition Loan.

ARTICLE 4.
PROJECT DEVELOPMENT

4.1 **Plans and Specifications.** Borrower must develop the Project in accordance with the Project and Scope of Development (as that term is defined in the Development Agreement),including without limitation plans and specifications as submitted to, and approved by, the City, for the rehabilitation or construction of the Project.

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

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

4.4 **Quality of Work.** Borrower must develop the Project in full conformance with applicable federal, California and City statutes, ordinances and regulations including, without limitation, the City Building and Safety Code and complete all work in a good workman quality and manner.

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

4.6 **Notice of Completion.** Upon completion of the Improvements to the Property, and in accordance with the terms and conditions of the Development Agreement, Borrower must arrange to have a Notice of Completion in the form attached to the Development Agreement prepared and filed with the Los Angeles County Recorder's Office.

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

(b) The following liens and encumbrances, subject to the reasonable conditions of SHA for the subordination of its Deed of Trust, are approved by City as allowable encumbrances senior in priority to the Acquisition Deed of Trust (the "**Senior Loans**"), except the Senior Loans take the Property subject to the rights and obligations of the Developer set forth in the Development Agreement , the Acquisition Loan , and the Home Loan, including but not limited to the Affordability Covenant and Parking Covenants as provided a subordination agreement executed by City:

(i) A construction loan in the amount of approximately $6,701,260 (construction), then a permanent loan in the approximate amount of $500,000. (ii) Home Loan

(c) SHA must provide Borrower with its conditions for subordination of its Acquisition Deed of Trust and Borrower must deliver those conditions set forth in a proposed subordination agreement to SHA as referenced in subsection (b).

4.8 **Mechanics' Lien and Stop Notices.** If any claim of lien is filed against the Property or a stop notice affecting the Acquisition Loan is served on SHA or City or a other third party in connection with the Project, Borrower must, within the time period provided by statute, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to SHA and City a surety bond in sufficient form and amount, or provide SHA and City with other assurance reasonably satisfactory to SHA and City that the claim of lien or stop notice will be bonded over in accordance with applicable law, paid or discharged.

If Borrower fails to discharge any lien, encumbrance, charge or claim referred to here, then in addition to any other right or remedy, SHA may, but is not be under any obligation to, discharge such lien, encumbrance, charge, or claim at Borrower's expense which Borrower shall be obligated to reimburse SHA for within thirty (30) days written notice and demand of Borrower for such payment and also be an additional obligation of Borrower to SHA and be secured by the Acquisition Deed of Trust.

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

If Borrower fails to discharge any such fees, assessments, taxes, charges or levies referred to here, then in addition to any other right or remedy, SHA may, but is not be under any obligation to, discharge such at Borrower's expense which Borrower shall be obligated to reimburse SHA for within thirty (30) days written notice and demand of Borrower for such payment and also be an additional obligation of Borrower to SHA and be secured by the Acquisition Deed of Trust.

4.10 **Damage to Property.** If any building or improvements erected by Borrower on the Property is damaged or destroyed by an insurable cause, Borrower must, at its cost and expense, diligently undertake to repair or restore such buildings and improvements consistent with the original plans and specifications for the Project. This work or repair will be initiated as soon as is practicably reasonable to prevent further damage or destruction to the Property but no later than one hundred twenty (120) days after the damage or loss occurs and be completed within one (1) year thereafter. All insurance proceeds collected for such damage or destruction must be applied to the cost of such repairs or restoration and, if such insurance proceeds are insufficient for such purpose, Borrower must make up the deficiency.

ARTICLE 5.
PROJECT OPERATION

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

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

ARTICLE 6.
EMPLOYMENT

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

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

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

ARTICLE 7.
INDEMNITY AND INSURANCE

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

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

7.3 **Public Liability.** Commercial general public liability insurance against death, bodily injury and property damage arising in connection with the Project. Such policy is subject to the approval of SHA which may not be unreasonably withheld, , list Borrower as the named insured, designate thereon the location of the Project and have such limits as SHA may reasonably require, but in no event less than $2,000,000.00.

7.4 **Contractor's Insurance.** During the entire period of construction, Borrower must provide insurance in accordance with the terms of the Development Agreement.

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

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

7.6 **Insurance Advances.** In the event that Borrower fails to maintain the full insurance coverage required by this Loan Agreement, SHA, after at least seven (7) business days prior written notice to Borrower, may, but is under no obligation to, take out the required policies of insurance and pay the premiums on such policies. Any amount so advanced by SHA, together with interest thereon from the date of such advance at the same rate of indebtedness as specified in the Acquisition Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), will become due and payable by Borrower within thirty (30) days and written notice and demand is made for such by SHA and also be an additional obligation of Borrower to SHA and be secured by the Acquisition Deed of Trust.

7.7 **Non-Liability of Officials, Employees and Agents.** The officials, officers, employees and other agents of SHA or City are not personally liable to Borrower for any obligation created under the terms of these Loan Documents.

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

7.9 Development Agreement. To the extent there are any inconsistencies between the insurance and indemnity provisions set forth in this Acquisition Loan, the provisions that afford the City and/or SHA the greatest level of insurance coverage and indemnity shall apply.

ARTICLE 8
DEFAULT AND REMEDIES

8.1 **Events of Default**. In addition to those events that constitute a default under the Development Agreement, the occurrence of any of the following events constitutes an "Event of Default" under this Acquisition Loan and the Development Agreement:

(a) Monetary. (i) Borrower's failure to pay when due any sums payable under SHA under the Acquisition Note, Acquisition Deed of Trust or this Acquisition Loan ; (ii) Borrower's failure to obtain and maintain the insurance coverage required under Acquisition Loan ; or (iii) Borrower's failure to make any other payment or assessment, including but not limited to those identified under Sections 4.8 and 4.9 of this Acquisition Loan , due under the Acquisition Loan Documents;

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

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

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

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

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

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

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

8.2 **Notice of Default and Opportunity to Cure**. For any Event of Default, SHA must give written notice thereof to Borrower by specifying: (a) the nature of the event or deficiency giving rise to the Default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which shall not be less than thirty (30) calendar days (or ten (10) calendar days if the Event of Default is monetary) from the date of receipt of the notice or the date the notice was received, by which such action to cure must be taken. Notwithstanding anything to the contrary contained herein, SHA hereby agrees that any cure of any default made or tendered by Borrower's limited partner shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower.

Notwithstanding anything to the contrary set forth herein, any "Event of Default" does not constitute an "Event of Default" for the purposes of this Acquisition Loan if the defaulting party cures, corrects or remedies the Event of Default within (a) thirty (30) calendar days (ten

(10) calendar days if the Event of Default is monetary) from receipt from the non-defaulting party of the aforementioned notice (or refusal thereof), or (b) solely in the event of a nonmonetary Event of Default, if such non-monetary default cannot be reasonably cured within thirty (30) days, such longer period as is necessary to cure such default, provided the defaulting party commences the cure within the thirty (30) day period from receipt (or refusal) of the aforementioned notice and diligently prosecutes such cure to completion.

8.3 **SHA Remedies**. Upon the happening of an Event of Default by Borrower and a failure to cure such Event of Default within the time specified in section 10.2 above, SHA may , in addition to other rights and remedies permitted by the Development Agreement or this Acquisition Loan or applicable law, proceed with any or all of the following remedies in any order or combination SHA may choose in its sole discretion.

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

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

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

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

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

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

(g) Expend funds in any amount necessary to cure any monetary default;

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

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

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

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

ARTICLE 9.
GENERAL PROVISIONS

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

9.2 **Time of Essence.** All times and dates in this Acquisition Loan are of the essence.

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

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

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

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

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

SHA:

City of Monterey Park Successor Housing Authority
Attn: Executive Director
320 W. Newmark Avenue
Monterey Park, CA 91754-2896
Attn: City Manager

Borrower: LINC-Monterey Park Apartments Housing Investors, LP
555 E Ocean St., Suite 900
Long Beach, CA 90802
Attn: SVP and Director of Housing

With a copy to Borrower's limited partner:

[name of investor entity]
c/o Raymond James Tax Credit Funds, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716
Attn: Steven J. Kropf, President

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

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

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

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

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

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

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

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

[Remaining Page Left Intentionally Blank]

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

CITY OF MONTEREY PARK Successor
Housing Authority

____

Attest:

____
Vicki Banando, SHA Secretary

Approved as to Form:

____
Mark D. Hensley, SHA General Counsel

LINC-Monterey Park Apartments Housing Investors, LP,
a California limited partnership

By: LINC-Monterey Park Apartments, LLC,
a California limited liability company,
its Managing General Partner

By: LINC Community Development Corporation,
a California nonprofit public benefit corporation,
its Authorized Member

By: __________________________
Suny Lay Chang
Senior Vice President and
Director of Housing Development

EXHIBIT NO. 5

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

City Clerk
320 W. Newmark
Monterey Park, CA 91754-2896

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

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

The **CITY OF MONTEREY PARK**, a general law city and municipal corporation ("City"), grants to **LINC COMMUNITY DEVELOPMENT CORPORATION**, a California nonprofit public benefit corporation ("LINC"), the real property identified in attached Exhibit "A," which is incorporated by reference (the "Site"), subject to the existing easements, restrictions and covenants of record.

1. Conveyance. The Site is conveyed in accordance an Amended Development Agreement entered into between City, LINC, and the Monterey Park Successor Housing Agency dated____________________________________, 2015 (the "AMENDED DA"), a copy of which is on file with the City Clerk's office as a public record and is incorporated by reference. The AMENDED DA requires LINC to construct six affordable units. All terms used in this Grant Deed have the same meaning as those used in the AMENDED DA.

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

3. Restrictions on Transfer. LINC further agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding the above, however, the City does not have the right to retake possession of portions of the Site sold to individual homebuyers in the ordinary course of business. Upon the revesting in the City of title to the Site, the City must, pursuant to its responsibilities under state law, use its reasonable efforts to resell the Site as soon and in such manner as the City finds feasible and consistent with the objectives of such applicable law, as it exists or may be amended, to a qualified and responsible party or parties (as determined by the City) who will assume the obligation of making or completing the Improvements, or such improvements in their stead as is satisfactory to the City and in accordance with the uses specified for such Site. Upon such resale of the Site, the net proceeds thereof after repayment of any mortgage or deed of trust encumbering the Site which is permitted by this Agreement, is applied:

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

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

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

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

7. Covenants Run With Land. All covenants contained in this Grant Deed are covenants running with the land. Every covenant contained in this Grant Deed against discrimination must remain in effect in perpetuity.

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

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

CITY:

By: ______________________________
Paul L. Talbot, City Manager

ATTEST:

____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

____
Karl H. Berger, Assistant City Attorney

LINC: LINC Community Development Corporation

By: ______________________________

By: ______________________________

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

236 S. Ramona Avenue

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

Except therefrom the East 240 feet thereof.

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

Assessor's Parcel Number: 5257-013-900

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

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

personally appeared ______________________,

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

WITNESS my hand and official seal.

____
Signature Of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

____
Title(s)

☐ Partner(s) ☐ Limited
☐ General

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

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

____

____

DESCRIPTION OF ATTACHED DOCUMENT

____
Title Or Type Of Document

____
Number Of Pages

____
Date Of Document

____
Signer(s) Other Than Named Above

EXHIBIT NO. 6

SCHEDULE OF PERFORMANCE

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

EXHIBIT 7

SCOPE OF DEVELOPMENT

SEE ATTACHED

LINC Housing

Mosaic Gardens at Monterey Park

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

Property Location Map:

Properties:

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

Existing Apartment Buildings:

EXHIBIT 8

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

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

CERTIFICATE OF COMPLETION

THIS CERTIFICATE OF COMPLETION (the "Release") is made by the **CITY OF MONTEREY PARK,** a public body, corporate and politic (the "City"), in favor of **__________,** a ______ (the "Developer"), as of ________________, 2015.

R E C I T A L S

A. The City and the Developer have entered into that certain Development Agreement (the "DA") dated __________, 2015, concerning the development of certain real property situated in the City of Monterey Park, California as more fully described in Exhibit "A" attached hereto and made a part hereof.

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

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

NOW, THEREFORE, the City hereby certifies as follows:

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

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

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

By: ______________________________
Paul L. Talbot, City Manager

ATTEST:

____
Secretary

APPROVED AS TO FORM:

____
Karl H. Berger,

APPROVED BY DEVELOPER:

______________________, a

By: ______________________________

By: ______________________________

EXHIBIT NO. 9

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

City Clerk)
320 W. Newmark)
Monterey Park, CA 91754-2896)

)
)
)

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

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

The **MONTEREY PARK SUCCESSOR HOUSING AGENCY**, a political subdivision of the state of California ("SHA"), grants to **LINC COMMUNITY DEVELOPMENT CORPORATION**, a California nonprofit public benefit corporation ("LINC"), the real property identified in attached Exhibit "A," which is incorporated by reference (the "Site"), subject to the existing easements, restrictions and covenants of record.

1. **Conveyance.** The Site is conveyed in accordance an Amended Development Agreement entered into between City of Monterey Park, LINC, and the SHA dated_______, 2015 (the "AMENDED DA"), a copy of which is on file with the City Clerk's office as a public record and is incorporated by reference. The AMENDED DA requires LINC to construct six affordable units. All terms used in this Grant Deed have the same meaning as those used in the AMENDED DA. For purposes of this Grant Deed, the Parties agree and understand that the City of Monterey Park, its officials, and employees, may act on behalf of the SHA.

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

3. **Restrictions on Transfer.** LINC further agrees as follows:

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

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

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

4. **Nondiscrimination.** LINC herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there is no discrimination against or segregation of, any person or group of persons on account of race, color,

creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor must LINC itself or any person claiming under or through LINC, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants run with the land.

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

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

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

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

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

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

(a) fail to start the construction of the Improvements as required by the

AMENDED DA for a period of ninety (90) days after written notice thereof from the SHA; or

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

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

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

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

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

Notwithstanding the above, however, the SHA does not have the right to retake possession of portions of the Site sold to individual homebuyers in the ordinary course of business. Upon the revesting in the SHA of title to the Site, the SHA must, pursuant to its responsibilities under state law, use its reasonable efforts to resell the Site as soon and in such manner as the SHA finds feasible and consistent with the objectives of such applicable law, as it exists or may be amended, to a qualified and responsible party or parties (as determined by the SHA) who will assume the obligation of making or completing the Improvements, or such improvements in their stead as is satisfactory to the SHA and in accordance with the uses specified for such Site. Upon such resale of the Site, the net proceeds thereof after repayment of any mortgage or deed of trust encumbering the Site which is permitted by this Agreement, is applied:

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

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

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

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

7. **Covenants Run With Land.** All covenants contained in this Grant Deed are covenants running with the land. Every covenant contained in this Grant Deed against discrimination must remain in effect in perpetuity.

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

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

SHA:

By: ___________________________

Paul L. Talbot, City Manager

ATTEST:

____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

____
Karl H. Berger, Assistant City Attorney

LINC: LINC Community Development Corporation

By: ______________________________

By: ______________________________

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

321, 325, 341 and 371 E. Pomona Boulevard

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

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

personally appeared ______________________,

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

WITNESS my hand and official seal.

____
Signature Of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

____
Title(s)

☐ Partner(s) ☐ Limited
☐ General

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

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

____

____

DESCRIPTION OF ATTACHED DOCUMENT

____
Title Or Type Of Document

____
Number Of Pages

____
Date Of Document

____
Signer(s) Other Than Named Above

EXHIBIT 10

PROMISSORY NOTE

$2,080,000 Monterey Park, California

_______________, 2015

Property Address: 321, 325, 341 and 371 E. Pomona Boulevard, 534 N. Chandler Avenue, and 236 S. Ramona Avenue, Monterey Park, California

FOR VALUE RECEIVED, the undersigned (the "Maker") promises to pay to the Monterey Park Successor Housing Agency, a political subdivision of the state of California pursuant to Assembly Bill 1X26, ("Holder"), at 320 W. Newmark Avenue, Monterey Park, California 91754-2896, Attn: Executive Director , or at such other address as Holder may direct from time to time in writing, Two Million Eighty Thousand Dollars ($2,080,000) (the "SHA Loan"), together with interest as specified below. All sums hereunder are payable in lawful money of the United States of America. This Note is secured by a Deed of Trust (the "Deed of Trust").

1. Affordable Housing Loan Agreement. This Promissory Note (the "Promissory Note" or "Note") is made and delivered pursuant to and in implementation of the Loan Agreement entered by and between the Holder and the Maker dated _____________, 2015 (the "SHA Loan Agreement"), a copy of which is on file as a public record with the Holder and is incorporated herein by reference. The Maker acknowledges that but for the execution of this Promissory Note, the Holder would not have entered into the SHA Loan Agreement or made the loan hereunder to Maker. Unless terms are expressly defined below, each term has the same definition as in the SHA Loan Agreement.

2. Interest Rate. The SHA Loan will accrue interest at [AFR]%, compound annually.

3. Time of Payment. The SHA Loan Agreement sets forth the time for payment.

4. Security for Note. This Promissory Note is secured by a subordinate Deed of Trust executed by Maker as Trustor in favor of Holder as Trustee.

5. Prepayment of Note. Maker may prepay this Note, in whole or in part to Holder at any time, without penalty, fee or charge.

6. Holder May Assign. Holder may, at its option, assign its right to receive repayment of the proceeds of this Promissory Note without obtaining the consent of the Maker.

7. Maker Assignment. In no event can Maker assign or transfer any portion of this Promissory Note without the prior express written consent of the Holder, which consent shall not be

unreasonably withheld, conditioned or delayed, and provided that the assignee or transferee expressly assumes this Promissory Note and the Agreement by execution of a written assignment document to be provided by the Holder. This section does not affect or diminish the Holder's right to assign all or any portion of its rights to the proceeds of this Note.

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

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

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

11. Notice. Any notice that must be given to Holder or Maker under this Note must be given as provided in the City Loan Agreement.

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

[SIGNATURE ON FOLLOWING PAGE]

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

LINC-Monterey Park Apartments Housing Investors, LP,
a California limited partnership

By: LINC-Monterey Park Apartments, LLC,
a California limited liability company,
its Managing General Partner

By: LINC Community Development Corporation,
a California nonprofit public benefit corporation,
its Authorized Member

By: ______________________________
Suny Lay Chang
Senior Vice President and
Director of Housing Development

EXHIBIT "C"

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
)
City of Monterey Park)
320 W. Newmark Avenue)
Monterey Park, California, 91754-2896)
Attn: City Manager)

Exempt from recording fee pursuant to
Government Code Section 27383

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This DEED OF TRUST WITH ASSIGNMENT OF RENTS ("Deed of Trust" or "DOD"), is made as of _______________, 2015, by LINC-Monterey Park Apartments Housing Investors, LP, a California limited partnership ("Trustor"), whose address is 555 E. Ocean Blvd, Suite 900, Long Beach, 90802, Attn: SVP and Director of Housing, to ____ ("Trustee"), for the benefit of the Monterey Park Successor Housing Agency a political subdivision of the state of California pursuant to Assembly Bill 1X26 ("Beneficiary"), having an office located at 320 W. Newmark Avenue, Monterey Park, California, 91754-2896, Attn: Executive Director .

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

See attached Exhibit A, incorporated herein

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

For the purpose of securing (1) payment of indebtedness in the principal amount of Two Million Eighty Thousand Dollars ($2,080,000), according to the terms of a Promissory Note dated ________, 2015 made by Trustor, payable to order of Beneficiary, and extensions or renewals, and (2) the performance of each agreement of Trustor incorporated by reference or contained in this Deed of Trust (3) payment of additional sums and interest which may be subsequently loaned to Trustor, or Trustor's successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

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

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

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

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

The Deed of Trust Rider is attached hereto as Exhibit B and made part of this Deed of Trust.

This Deed of Trust is subordinate to the Deed of Trust and any regulatory agreement or restrictive covenants recorded against the Property in favor of the City of Monterey Park with respect to a HOME loan in the amount of $834,833.

Signature of Trustor:

LINC-Monterey Park Apartments Housing Investors, LP,
a California limited partnership

By: LINC-Monterey Park Apartments, LLC,
a California limited liability company,
its Managing General Partner

By: LINC Community Development Corporation,
a California nonprofit public benefit corporation,
its Authorized Member

By: ___________________________
Suny Lay Chang
Senior Vice President and
Director of Housing Development

[SIGNATURE MUST BE ACKNOWLEDGED]

EXHIBIT A

LEGAL DESCRIPTION

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

[To Be Inserted]

EXHIBIT B

RIDER TO DEED OF TRUST

This Rider to Deed of Trust is subject to the terms and conditions of the Loan Agreement dated _______________, 20__ (the "Loan Agreement") and incorporated by reference, pursuant to which Beneficiary agreed to loan Trustor the sum of Two Million Eighty Thousand Dollars ($2,080,000) (the "Loan") to Trustor. All terms in this Rider to Deed of Trust, if not otherwise defined, have the same meanings as in the Loan Agreement. To the extent of any conflict between the terms of this Rider to Deed of Trust and the Loan Agreement, Deed of Trust or Note (collectively, the "Loan Documents"), the terms of this Rider to Deed of Trust shall control.

1. General Partner Change. The withdrawal, removal, and/or replacement of a general partner of the Borrower pursuant to the terms of the Borrower's amended and restated agreement of limited partnership shall not constitute a default under any of the Loan Documents, and any such actions shall not accelerate the maturity of the Loan, provided that any required substitute general partner is reasonably acceptable to Beneficiary and is selected with reasonable promptness.

2. Limited Partner Change. Notwithstanding anything to the contrary contained in the Loan Documents, all or a portion of the interests of Borrower's limited partners (collectively, "Investor") shall be transferable without the consent of the City.

3. Notices to Investor. Beneficiary shall provide Investor with written notice of any default under the Loan Documents at the following address.

[name of investor entity]
c/o Raymond James Tax Credit Funds, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716
Attn: Steven J. Kropf, President

4. Investor Right to Cure. City shall accept any cure or performance offered by Investor as if the same were offered by Borrower and such cure by Investor shall be subject to the same conditions and obligations as Borrower for this purpose.

EXHIBIT 11

PROMISSORY NOTE

$834,833 Monterey Park, California

_______________, 2015

Property Address: 321, 325, 341 and 371 E. Pomona Boulevard, 534 N. Chandler Avenue, and 236 S. Ramona Avenue, Monterey Park, California

FOR VALUE RECEIVED, the undersigned (the "Maker") promises to pay to the CITY OF MONTEREY PARK, a municipal corporation, on order ("Holder"), at 320 W. Newmark Avenue, Monterey Park, California 91754-2896, Attn: City Manager, or at such other address as Holder may direct from time to time in writing, Eight Hundred Thirty-Four Thousand Eight Hundred Thirty-Three Dollars ($834,833) (the "HOME FUNDS"), together with interest as specified below. All sums hereunder are payable in lawful money of the United States of America. This Note is secured by a Deed of Trust (the "Deed of Trust").

1. Agreement for HOME/CHDO Funds. This Promissory Note (the "Promissory Note" or "Note") is made and delivered pursuant to and in implementation of the Agreement for HOME/CHDO Funds dated July 22, 2013, as amended and assigned to Maker pursuant to the First Amendment to Agreement for HOME/CHDO Funds of even date herewith, between Holder and the Maker dated _____________, 2015 (as amended, the "Home Loan"), a copy of which is on file as a public record with the Holder and is incorporated herein by reference. The Maker acknowledges that but for the execution of this Promissory Note, the Holder would not have entered into the Home Loan or made the loan hereunder to Maker. Unless terms are expressly defined below, each term has the same definition as in the Home Loan.

2. Interest Rate. The HOME FUNDS will bear simple interest at 3% per annum.

3. Time of Payment. The Home Loan sets forth the time for payment.

4. Security for Note. This Promissory Note is secured by a subordinate Deed of Trust executed by Maker as Trustor in favor of Holder as Trustee.

5. Prepayment of Note. Maker may prepay this Note, in whole or in part to Holder at any time, without penalty, fee or charge.

6. Holder May Assign. Holder may, at its option, assign its right to receive repayment of the proceeds of this Promissory Note without obtaining the consent of the Maker.

7. Maker Assignment. In no event can Maker assign or transfer any portion of this Promissory Note without the prior express written consent of the Holder, which consent shall not be unreasonably withheld, conditioned or delayed, and provided that the assignee or transferee

expressly assumes this Promissory Note and the Agreement by execution of a written assignment document to be provided by the Holder. This section does not affect or diminish the Holder's right to assign all or any portion of its rights to the proceeds of this Note.

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

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

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

11. Notice. Any notice that must be given to Holder or Maker under this Note must be given as provided in the Home Loan.

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

[SIGNATURE ON FOLLOWING PAGE]

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

LINC-Monterey Park Apartments Housing Investors, LP,
a California limited partnership

By: LINC-Monterey Park Apartments, LLC,
a California limited liability company,
its Managing General Partner

By: LINC Community Development Corporation,
a California nonprofit public benefit corporation,
its Authorized Member

By: ___________________________
Suny Lay Chang
Senior Vice President and
Director of Housing Development

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
)
City of Monterey Park)
320 W. Newmark Avenue)
Monterey Park, California, 91754-2896)
Attn: City Manager)

Exempt from recording fee pursuant to
Government Code Section 27383

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This DEED OF TRUST WITH ASSIGNMENT OF RENTS ("Deed of Trust" or "DOD"), is made as of _______________, 2015, by LINC-Monterey Park Apartments Housing Investors, LP, a California limited partnership ("Trustor"), whose address is 555 E. Ocean Blvd, Suite 900, Long Beach, 90802, Attn: SVP and Director of Housing, to ____ ("Trustee"), for the benefit of the CITY OF MONTEREY PARK, a municipal corporation ("Beneficiary"), having an office located at 320 W. Newmark Avenue, Monterey Park, California, 91754-2896, Attn: City Manager.

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

See attached Exhibit A, incorporated herein

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

For the purpose of securing (1) payment of indebtedness in the principal amount of Eight Hundred Thirty-Four Thousand Eight Hundred Thirty-Three Dollars ($834,833), according to the terms of a Promissory Note dated ________, 2015 made by Trustor, payable to order of Beneficiary, and extensions or renewals, and (2) the performance of each agreement of Trustor incorporated by reference or contained in this DOD (3) payment of additional sums and interest which may be subsequently loaned to Trustor, or Trustor's successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

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

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Placer	1028	379
Alpine	3	130-31	Plumas	166	1307
Amador	133	438	Riverside	3778	347
Butte	1330	513	Sacramento	5039	124
Calaveras	185	338	San Benito	300	405
Colusa	323	391	Los Angeles	6213	768
Contra Costa	4684	1	San Francisco	A-804	596
Del Norte	101	549	San Joaquin	2855	283
El Dorado	704	635	San Luis Obispo	1311	137
Fresno	5052	623	San Mateo	4778	175
Glenn	469	76	Santa Barbara	2065	881
Humboldt	801	83	Santa Clara	6626	664
Imperial	1189	701	Santa Cruz	1638	607
Inyo	165	672	Shasta	800	633
Kern	3756	690	San Diego SERIES 5 Book 1964, Page 149774		
Kings	858	713	Sierra	38	187
Lake	437	110	Siskiyou	506	762
Lassen	192	367	Solano	1287	621
Los Angeles	T-3878	874	Sonoma	2067	427
Madera	911	136	Stanislaus	1970	56

Marin	1849	122	Sutter	655	585
Mariposa	90	453	Tehama	457	183
Mendocino	667	99	Trinity	108	595
Merced	1660	753	Tulare	2530	108
Modoc	191	93	Tuolumne	177	160
Mono	69	302	Los Angeles	2607	237
Monterey	357	239	Yolo	769	16
Napa	704	742	Yuba	398	693
Nevada	363	94			
Orange	7182	18			

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

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

The Deed of Trust Rider is attached hereto as Exhibit B and made part of this Deed of Trust.

Signature of Trustor:

LINC-Monterey Park Apartments Housing Investors, LP,
a California limited partnership

By: LINC-Monterey Park Apartments, LLC,
a California limited liability company,
its Managing General Partner

By: LINC Community Development Corporation,
a California nonprofit public benefit corporation,
its Authorized Member

By: ___________________________
Suny Lay Chang
Senior Vice President and
Director of Housing Development

[SIGNATURE MUST BE ACKNOWLEDGED]

EXHIBIT A

LEGAL DESCRIPTION

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

[To Be Inserted]

EXHIBIT B

RIDER TO DEED OF TRUST

This Rider to Deed of Trust is subject to the terms and conditions of the Agreement for HOME/CHDO Funds dated July 22, 2013, as assigned as amended and assigned to Maker pursuant to the First Amendment to Agreement for HOME/CHDO Funds of even date herewith (as amended, the "Home Loan") and incorporated by reference, pursuant to which Beneficiary agreed to loan Trustor the sum of Eight Hundred Thirty-Four Thousand Eight Hundred Thirty-Three Dollars ($834,833) (the "Loan"). All terms in this Rider to Deed of Trust, if not otherwise defined, have the same meanings as in the Home Loan. To the extent of any conflict between the terms of this Rider to Deed of Trust and the Home Loan, HOME Regulatory Agreement, Deed of Trust or Note (collectively, the "Loan Documents"), the terms of this Rider to Deed of Trust shall control.

1. General Partner Change. The withdrawal, removal, and/or replacement of a general partner of the Borrower pursuant to the terms of the Borrower's amended and restated agreement of limited partnership shall not constitute a default under any of the Loan Documents, and any such actions shall not accelerate the maturity of the Loan, provided that any required substitute general partner is reasonably acceptable to Beneficiary and is selected with reasonable promptness.

2. Limited Partner Change. Notwithstanding anything to the contrary contained in the Loan Documents, all or a portion of the interests of Borrower's limited partners (collectively, "Investor") shall be transferable without the consent of the City.

3. Notices to Investor. Beneficiary shall provide Investor with written notice of any default under the Loan Documents at the following address.

[name of investor entity]
c/o Raymond James Tax Credit Funds, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716
Attn: Steven J. Kropf, President

4. Investor Right to Cure. City shall accept any cure or performance offered by Investor as if the same were offered by Borrower and such cure by Investor shall be subject to the same conditions and obligations as Borrower for this purpose.

EXHIBIT 12

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Citibank, N.A.
Transaction Management Group/Post Closing
390 Greenwich Street, 2nd Floor
New York, New York 10013
Attention: Tanya Jimenez
Re: Mosaic Gardens Deal No. 22917

SUBORDINATION AND INTERCREDITOR AGREEMENT

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT (this "**Agreement**") dated as of ___________1, 2015 is made by and between the **CITY OF MONTEREY PARK**, a municipal corporation (the "**City**") and **MONTEREY PARK SUCCESSOR HOUSING AGENCY**, a political subdivision of the state of California (the "Successor Housing Agency", together with the City, the "Junior Lender") and **CITIBANK, N.A.** ("**Senior Lender**").

RECITALS:

A. LINC-Monterey Park Apartments Housing Investors, LP, a California limited partnership ("**Borrower**") has applied to Senior Lender for a loan in the maximum principal amount of [$____________] (the "**Senior Loan**") for the acquisition, construction, rehabilitation, development, equipping and operation of the Property.

B. The Senior Loan is evidenced by the Senior Note (as defined below), is secured by, among other things, that certain Senior Security Instrument (as defined herein) encumbering the Property, and will be advanced to Borrower pursuant to the Senior Loan Agreement (as defined herein).

C. The Successor Housing Agency was formed as a result of the dissolution of the City of Monterey Park Redevelopment Agency pursuant to Assembly Bill 1X26 and which owns the Property with the exception of 236 S. Ramona Avenue, Monterey Park.

D. City and LINC Community Development Corporation, a California nonprofit public benefit corporation ("**LINC**") are parties to that certain Agreement for HOME/CHDO Funds dated July 22, 2013, and the subsequent Home Predevelopment Loan dated October 2, 2013 (which advanced funds from the July 22, 2013, Agreement for HOME/CHCO Funds to LINC), as amended by a First Amendment To Agreement For HOME/CHDO FUNDS (together, the "**Junior HOME Agreement**") dated ________________, 2015 by and among the

City, LINC and Borrower pursuant to which City is making a loan (the "**Junior HOME Loan**") to Borrower in the original principal amount of [$834,833].

E. The Junior HOME Loan is evidenced by that certain Promissory Note dated _____________, 2015 in the principal amount of [$834,833] (the "**Junior HOME Note**") and is secured by that certain Deed of Trust with Assignment of Rents (the "**Junior HOME Security Instrument**") encumbering the Property.

F. The City and City Successor Housing Agency wish to promote the development and availability of affordable multifamily rental housing within the City of Monterey Park. City and LINC entered into a Development Agreement dated March 4, 2014 with respect to the Mortgaged Property (the "**Original Development Agreement**"), which Original Development Agreement has been assigned to Borrower pursuant to the First Amendment to Development Agreement which is executed by the City Successor Housing Agency acting by and through the City, Successor Housing Authority, LINC and Borrower on or about ____________, 2015 (the "**First Amendment**", and together with the Original Development Agreement, the "**Development Agreement**"). In furtherance of the Development Agreement, the Successor Housing Agency and Borrower are parties to that certain Loan Agreement (the "**Junior Acquisition Loan Agreement**") dated ________________, 2015 whereby the City Successor Housing Agency acting by and through the City is making a loan (the "**Junior Acquisition Loan**") to Borrower in the original principal amount of [$2,080,000].

G. The Junior Acquisition Loan is evidenced by that certain Promissory Note dated _____________, 2015 in the principal amount of [$2,080,000] (the "**Junior Acquisition Loan Note**") and is secured by that certain Deed of Trust with Assignment of Rents (the "**Junior Acquisition Loan Security Instrument**") encumbering the Property.

H. As a condition to the making of the Senior Loan, Senior Lender requires that Junior Lender execute and deliver this Agreement prior to the making of the Senior Loan and the granting of the Junior Security Instrument by Borrower.

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the making of the Senior Loan and to induce Senior Lender to consent to the Junior Loan and the Junior Security Instrument, Junior Lender hereby agrees as follows:

1. **Definitions**. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed thereto in the Senior Security Instrument. As used in this Agreement, the terms set forth below shall have the respective meanings indicated:

"*Bankruptcy Proceeding*" means any bankruptcy, involuntary reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

"*Casualty*" means the occurrence of damage to or loss of any of the Property by fire or other casualty.

"City Residual Receipts" shall have the meaning ascribed to such term in the Junior Acquisition Loan Agreement.

"Condemnation" means any proposed or actual condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property, whether direct or indirect.

"*Enforcement Action*" means the acceleration of all or any part of the Junior Indebtedness, the advertising of or commencement of any foreclosure or trustee's sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Junior Note or any other of the Junior Loan Documents, the exercising of any banker's lien or rights of set-off or recoupment, or the taking of any other enforcement action against Borrower, any other party liable for any of the Junior Indebtedness or obligated under any of the Junior Loan Documents, or the Property. However, the phrase "Enforcement Action" does not limit, restrict, or impair the Junior Lender in its municipal capacity in the exercise of its police power pursuant to the State Constitution or law, its Municipal Code, or any municipal ordinance or regulation, or in its enterprise capacity relating to the provision of municipal services to the Property such as, by way of example and not limitation, zoning and building code enforcement, water and sewer delivery, or refuse collection.

"*Enforcement Action Notice*" means a written notice from Junior Lender to Senior Lender, given following a Junior Loan Default and the expiration of any notice or cure periods provided for such Junior Loan Default in the Junior Loan Documents, setting forth in reasonable detail the Enforcement Action proposed to be taken by Junior Lender.

"*HOME Covenants*" means the Agreement Containing Covenants Affecting Real Property (Including Rental Restrictions) dated ____________, 2015 made by Borrower for the benefit of the City and which shall be recorded against the Property.

"*Junior Indebtedness*" means all indebtedness of any kind at any time evidenced or secured by, or arising under, the Junior Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

"*Junior Loan*" means, collectively, the Junior HOME Loan and the Junior Acquisition Loan.

"*Junior Loan Documents*" means, collectively, the Junior HOME Agreement, the Junior Acquisition Loan Agreement, the Development Agreement the Junior Note, the Junior Security Instrument, the Junior Loan Agreement and all other documents evidencing, securing or delivered in connection with the Junior Loan, all of which are listed on Exhibit B attached hereto, together with such modifications, amendments and supplements thereto as are approved in writing by Senior Lender prior to their execution. It is understood and agreed that the HOME Covenants and Parking Covenant shall not constitute a Junior Loan Document.

"*Junior Note*" means, collectively, the Junior HOME Note and the Junior Acquisition Loan Note, as the same may from time to time be extended, consolidated, substituted for, modified, amended or supplemented upon receipt of the consent of Senior Lender.

"*Junior Security Instrument*" means, collectively, the Junior HOME Security Instrument and the Junior Acquisition Loan Security Instrument, as the same may from time to time be extended, consolidated, substituted for, modified, amended or supplemented upon receipt of the consent of Senior Lender.

"*Junior Loan Default*" means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an "Event of Default" as defined in the Junior Security Instrument.

"*Loss Proceeds*" means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

"*Parking Covenant*" means that certain ingress and egress and parking Covenant that was executed by LINC and City on ___________, 2015, with respect to that certain real property located at 236 Ramona, Avenue, Monterey Park, California.

"*Property*" means (i) the land and improvements known or to be known as Mosaic Gardens at Monterey Park, located in Monterey Park, Los Angeles, State of California, which Property is more particularly described on Exhibit A attached hereto, and (ii) all furniture, fixtures and equipment located at such apartments and other property, accounts, deposits and rights and interests of Borrower encumbered by the Senior Security Instrument and/or the other Senior Loan Documents.

"*Senior Indebtedness*" means all indebtedness of any kind at any time evidenced or secured by, or arising under, the Senior Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

"*Senior Loan Agreement*" means that certain Construction Loan Agreement dated as of the date hereof by and between Borrower and Senior Lender relating to the Senior Loan.

"*Senior Loan Default*" means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an "Event of Default" as defined in the Senior Security Instrument.

"*Senior Loan Documents*" means, collectively, the Senior Security Instrument, the Senior Note, the Senior Loan Agreement and all of the other documents, instruments and agreements now or hereafter evidencing, securing or otherwise executed in connection with the Senior Loan, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented in accordance with the provisions of this Agreement.

"*Senior Note*" means the Note, as defined by the Senior Security Instrument, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented.

"*Senior Security Instrument*" means that certain Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of the date hereof, made by Borrower for the benefit of Senior Lender, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented.

"Servicer" shall mean the Servicer contracting with or appointed by the Senior Lender to service the Senior Loan.

2. **Junior Loan and Junior Loan Documents are Subordinate; Acts by Senior Lender do not Affect Subordination**.

(a) Junior Lender hereby covenants and agrees on behalf of itself and its successors and permitted assigns that the Junior Indebtedness is and shall at all times continue to be, subordinate, subject and inferior (in payment and priority) to the prior payment in full of the Senior Indebtedness, and that except for the Home Covenant, Parking Covenant and the exercise of the City's police powers, which shall, without exception, take priority over the Senior Indebtedness, the liens, rights, payment interests, priority interests and security interests granted to Junior Lender in connection with the Junior Loan and under the Junior Loan Documents are, and are hereby expressly acknowledged to be in all respects and at all times, subject, subordinate and inferior in all respects to the liens, rights, payment, priority and security interests granted to Senior Lender under the Senior Loan and the Senior Loan Documents and the terms, covenants, conditions, operations and effects thereof.

(b) Except as expressly set forth herein, repayment of the Junior Indebtedness, is and shall be postponed and subordinated to repayment in full of the Senior Loan. Prior to a Senior Loan Default (regardless of whether such Default occurs prior to or during the pendency of a Bankruptcy Proceeding), Junior Lender shall be entitled to receive and retain payments made pursuant to and in accordance with the terms of the Junior Loan Documents; provided, however, that no such payment is made more than ten (10) days in advance of the due date thereof. Junior Lender agrees that from and after such time as it has received from either Senior Lender or Borrower written notice that a Senior Loan Default then exists (which has not been expressly waived in writing by Senior Lender) or otherwise has actual knowledge of such a Senior Loan Default, Junior Lender shall not receive or accept any payments under the Junior Loan. If (i) Junior Lender receives any payment, property, or asset of any kind or in any form on account of the Junior Indebtedness (including, without limitation, any proceeds from any Enforcement Action) after a Senior Loan Default of which Junior Lender has actual knowledge or has been given notice, or (ii) Junior Lender receives, voluntarily or involuntarily, by operation of law or otherwise, any payment, property, or asset in or in connection with any Bankruptcy Proceeding, such payment, property, or asset will be received and held in trust for Senior Lender. Junior Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets to Senior Lender. Senior Lender shall apply any payment, asset, or property so received from Junior Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Lender shall determine in its sole and absolute discretion.

(c) Without limiting the subordination of the Junior Indebtedness to the payment in full of the Senior Indebtedness, in any Bankruptcy Proceeding, upon any payment or distribution (whether in cash, property, securities, or otherwise) to creditors (i) the Senior Indebtedness shall first be paid in full in cash before Junior Lender shall be entitled to receive any payment or other distribution on account of or in respect of the Junior Indebtedness, and (ii) until all of the Senior Indebtedness is paid in full in cash, any payment or distribution to which Junior Lender would be entitled but for this Agreement (whether in cash, property, or other assets) shall be made to Senior Lender.

(d) The subordination of the Junior Indebtedness shall continue in the event that any payment under the Senior Loan Documents (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off or otherwise) is for any reason repaid or returned to Borrower or its insolvent estate, or avoided, set aside or required to be paid to Borrower, a trustee, receiver or other similar party under any bankruptcy, insolvency, receivership or similar law. In such event, the Senior Indebtedness or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding to the extent of any repayment, return, or other action, as if such payment on account of the Senior Indebtedness had not been made.

(e) [Reserved].

(f) By reason of, and without in any way limiting, the subordination of the Junior Indebtedness and the Junior Loan Documents provided for in this Agreement, all rights and claims of Junior Lender under the Junior Security Instrument or under the Junior Loan Documents in or to the Property or any portion thereof, the proceeds thereof, the Leases thereof, the Rents, issues and profits therefrom, and the Loss Proceeds payable with respect thereto, are expressly subject and subordinate in all respects to the rights and claims of Senior Lender under the Senior Loan Documents in and to the Property or any portion thereof, the proceeds thereof, the Leases thereof, the Rents, issues and profits therefrom, and the Loss Proceeds payable with respect thereto.

(g) If Junior Lender, by indemnification, subrogation or otherwise, shall acquire any lien, estate, right or other interest (except the Home Covenant or Parking Covenant) in any of the Property, that lien, estate, right or other interest shall be fully subject and subordinate to the receipt by Senior Lender of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the Junior Indebtedness and the Junior Loan Documents are subordinate pursuant to this Agreement.

(h) In confirmation, and not as a condition, of the subordination of the Junior Indebtedness and the Junior Loan Documents provided for in this Agreement, Junior Lender shall place on or attach to the Junior Note a notice to the following effect, and shall provide Senior Lender with a copy of the Junior Note showing such notice:

> "The indebtedness evidenced by this Note is and shall be subject to the terms and conditions set forth in that certain Subordination Agreement dated _____________, 2015 between the City and Citibank, N.A."

(i) Junior Lender hereby acknowledges and agrees that Senior Lender may, without the consent or approval of Junior Lender, agree with Borrower to extend, consolidate, modify, increase or amend any or all the Senior Loan Documents and otherwise act or fail to act with respect to any matter set forth in any Senior Loan Document (including, without limitation, the exercise of any rights or remedies, waiver, forbearance or delay in enforcing any rights or remedies, the declaration of acceleration, the declaration of defaults or events of default, the release, in whole or in part, of any collateral or other property, and any consent, approval or waiver), and all such extensions, consolidations, modifications, amendments acts and omissions shall not release, impair or otherwise affect Junior Lender's obligations and agreements hereunder; provided, however, that Senior Lender shall obtain the prior written consent of Junior Lender for any extension, consolidation, modification, or amendment to any or all Senior Loan Documents that (i) increases the Senior Loan or Senior Indebtedness, (ii) in the event the Conversion Date occurs (as defined in the Citi First Security Instrument), shortens the term of the Senior Loan to a term less than fifteen (15) years following the Conversion Date or lengthens the term to a term longer than twenty five (25) years following the Conversion Date. No consent from Junior Lender shall be necessary for any increase to the Senior Loan or Senior Indebtedness arising from protective advances made by Senior Lender under Section 12(a) of the Senior Security Instrument.

(a) Senior Lender hereby covenants and agrees on behalf of itself and its successors and assigns that the liens, rights, payment interests, priority interests and security interests granted to Senior Lender in connection with the Senior Loan and under the Senior Loan Documents are, and are hereby expressly acknowledged to be in all respects and at all times, subject, subordinate and inferior in all respects to the rights and priority granted to Junior Lender under the HOME Covenants and Parking Covenants.

3. **Junior Lender Agreements**.

(a) Without the prior written consent of Senior Lender in each instance, Junior Lender shall not (i) amend, modify, extend, renew or replace any provision of any of the Junior Loan Documents, or (ii) pledge, assign, transfer, convey, or sell any interest in the Junior Indebtedness or any of the Junior Loan Documents; or (iii) accept any payment on account of the Junior Indebtedness other than a regularly scheduled payment of interest or principal and interest made not earlier than ten (10) days prior to the due date thereof; or (iv) take any action which has the effect of increasing the Junior Indebtedness except to exercise of the City's police power pursuant to the State Constitution or law, the Municipal Code, or any municipal ordinance or regulation; or (v) appear in, defend or bring any action in connection with the Property, other than pursuant to the HOME Covenants or the Parking Covenant or in the exercise of the City's police power pursuant to the State Constitution or law, its Municipal Code, or any municipal ordinance or regulation; or (vi) take any action concerning environmental matters affecting the Property. Regardless of any contrary provision in the Junior Loan Documents, Junior Lender shall not collect payments for the purpose of escrowing for any cost or expense related to the Property or for any portion of the Junior Indebtedness.

(b) Junior Lender hereby agrees that Senior Lender may, at its option (but without any obligation to do so), at any time (including during the pendency of a Bankruptcy Proceeding), purchase the Junior Loan at par (and without liability for any prepayment premiums or liquidated damages set forth in the Junior Loan Documents). Such transfer and assignment of the Junior Loan shall be without representation or recourse, except that Junior Lender shall represent to the extent such are true and correct: that it is the sole holder of the Junior Loan, that it has authority to assign and convey the Junior Loan Documents, that, to the best of its knowledge, there are no defaults or breaches under the Junior Loan Documents, and as to the total amount then outstanding under the Junior Loan. Additionally, Senior Lender shall have the right, but shall not have any obligation, to cure any Junior Loan Default until ninety (90) days following Senior Lender's receipt of an Enforcement Action Notice given by Junior Lender as a consequence of the Junior Loan Default. Senior Lender shall not be subrogated to the rights of Junior Lender under the Junior Loan Documents by reason of Senior Lender having cured any Junior Loan Default. However, Junior Lender acknowledges that all amounts advanced or expended by Senior Lender to cure a Junior Loan Default shall be added to and become a part of the Senior Indebtedness pursuant to the terms of the Senior Security Instrument.

(c) Senior Lender shall have all approval, consent and oversight rights in connection with any insurance claims relating to the Property, any decisions regarding the use of insurance proceeds after a casualty loss or condemnation awards, the hiring or firing of property managers, or otherwise related in any way to the Property, and Junior Lender shall have no right to object to any such action or approval taken by Senior Lender and shall consent thereto and be bound thereby.

(d) Junior Lender agrees that in any action commenced to enforce the obligation of Borrower to pay any portion of the Junior Indebtedness, the judgment shall not be enforceable personally against Borrower or Borrower's assets, and the recourse of Junior Lender for the collection of the Junior Indebtedness shall be limited to actions against the Property and the rents, profits, issues, products, and income from the Property.

(e) Junior Lender shall not commence or join with any other creditor in commencing any Bankruptcy Proceeding involving Borrower, and Junior Lender shall not initiate and shall not be a party to any action, motion or request, in a Bankruptcy Proceeding involving any other person or entity, which seeks the consolidation of some or all of the assets of Borrower into such Bankruptcy Proceeding. In the event of any Bankruptcy Proceeding relating to Borrower or the Property or, in the event of any Bankruptcy Proceeding relating to any other person or entity into which (notwithstanding the covenant in the first sentence of this clause) the assets or interests of Borrower are consolidated, then in either event, the Senior Loan shall first be paid in full before Junior Lender shall be entitled to receive and retain any payment or distribution in respect to the Junior Loan. Junior Lender agrees that (i) Senior Lender shall receive all payments and distributions of every kind or character in respect of the Junior Loan to which Junior Lender would otherwise be entitled, but for the subordination provisions of this Agreement (including without limitation, any payments or distributions during the pendency of a Bankruptcy Proceeding involving Borrower or the Property), and (ii) the subordination of the Junior Loan and the Junior Loan Documents shall not be affected in any way by Senior Lender electing, under Section 1111(b) of the federal bankruptcy code, to have its claim treated as being a fully secured claim. In addition, Junior Lender hereby covenants and agrees that, in connection with a Bankruptcy Proceeding involving Borrower, neither Junior Lender nor any of its affiliates shall (i) make or participate in a loan facility to or for the benefit of Borrower on a basis that is senior to or pari passu with the liens and interests held by Senior Lender pursuant to the Senior Loan Documents, (ii) not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Lender has also voted affirmatively in favor of such plan and (iii) not contest the continued accrual of interest on the Senior Indebtedness, in accordance with and at the rates specified in the Senior Loan Documents, both for periods before and for periods after the commencement of such Bankruptcy Proceedings. Junior Lender shall execute and deliver to Senior Lender powers of attorney, assignments or other instruments as may be requested by Senior Lender in order to enable it to exercise the above-described authority or powers with respect to any or all of the Junior Loan Documents, and to collect and receive any and all payments or distributions which may be payable or deliverable at any time upon or with respect to any of the Junior Loan Documents to Junior Lender.

(f) Junior Lender covenants and agrees that the effectiveness of this Agreement and the rights of Senior Lender hereunder shall be in no way impaired, affected, diminished or released by any renewal or extension of the time of payment of the Senior Loan, by any delay, forbearance, failure, neglect or refusal of Senior Lender in enforcing payment thereof or in enforcing the lien of or attempting to realize upon the Senior Loan Documents or any other security which may have been given or may hereafter be given for the Senior Loan, by any waiver or failure to exercise any right or remedy under the Senior Loan Documents, or by any other act or failure to act by Senior Lender. Junior Lender acknowledges that Senior Lender, at its sole option, may release all or any portion of the Property from the lien of the Senior Security Instrument, and may release or waive any guaranty, surety or indemnity providing additional collateral to Senior Lender, and Junior Lender hereby waives any legal or equitable right in respect of marshaling it might have, in connection with any release of all or any portion of the Property by Senior Lender, to require the separate sales of any portion of the Property or to require Senior Lender to exhaust its remedies against any portion of the Property or any other collateral before proceeding against any other portion of the Property or other collateral (including guarantees) for the Senior Loan. Senior Lender may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by Junior Lender. At any time or from time to time and any number of times, without notice to Junior Lender and without affecting the liability of Junior Lender, (a) the time for payment of the Senior Indebtedness may be extended or the Senior Indebtedness may be renewed in whole or in part; (b) the time for Borrower's performance of or compliance with any covenant or agreement contained in the Senior Loan Documents, whether presently existing or hereinafter entered into, may be extended or such performance or compliance may be waived; (c) the maturity of the Senior Indebtedness may be accelerated as provided in the Senior Loan Documents; (d) any Senior Loan Document may be modified or amended by Senior Lender and Borrower in any respect, including, but not limited to, an increase in the principal amount; and (e) any security for the Senior Indebtedness may be modified, exchanged, surrendered or otherwise dealt with or additional security may be pledged or mortgaged for the Senior Indebtedness. If, after the occurrence of a Senior Loan Default, Senior Lender acquires title to any of the Property pursuant to a mortgage foreclosure conducted in accordance with applicable law, the lien, operation, and effect of the Junior Security Instrument and other Junior Loan Documents automatically shall terminate with respect to such Property upon Senior Lender's acquisition of title.

(g) Junior Lender acknowledges that it entered into the transactions contemplated by the Junior Loan Documents and made the Junior Loan to Borrower without reliance upon any information or advice from Senior Lender. Junior Lender made its own underwriting analysis in connection with the Junior Loan, its own credit review of Borrower, and investigated all matters pertinent, in Junior Lender's judgment, to its determination to make the Junior Loan to Borrower. Junior Lender acknowledges that it is a sophisticated, experienced commercial lender, and was represented by competent counsel in connection with this Agreement.

(h) Junior Lender hereby represents and warrants that, as of the date hereof, the entire proceeds of the Junior Loan have been disbursed to Borrower. Junior Lender hereby further represents and warrants that: (i) Junior Lender is now the owner and holder of the Junior Loan Documents; (ii) the Junior Loan Documents are now in full force and effect; (iii) the Junior Loan Documents have not been modified or amended; (iv) no default or event which, with the passing of time or giving of notice would constitute a default, under the Junior Loan Documents has occurred; (v) the current principal balance of the Junior Indebtedness is [SUBORDINATE LOAN AMOUNT]; (vi) no scheduled monthly payments under the Junior Note have been or will be prepaid except with the prior written consent of Senior Lender; (vii) none of the rights of Junior Lender under any of the Junior Loan Documents are subject to the rights of any third parties, by way of subrogation, indemnification or otherwise, other than rights of U.S. Department of Housing and Urban Development under the Junior HOME Loan documents; and (viii) there are no other Junior Loan Documents other than those listed on Exhibit B hereto. Borrower further represents and warrants that it has provided to Senior Lender a true, complete, and correct copy of all the Junior Loan Documents.

Junior Lender hereby agrees that notwithstanding anything to the contrary in the Junior Loan Documents, for so long as the Senior Loan is outstanding, (i) the maturity date of the Junior Note shall occur no earlier than one (1) month after the maturity date of the Senior Note, and (ii) Borrower shall not be obligated to pay more than fifty percent (50%) of City Residual Receipts.

4. **Standstill Agreement; Right to Cure Senior Loan Default**.

(a) Until such time as any of the Senior Indebtedness has been repaid in full and the Senior Security Instrument has been released and discharged, Junior Lender shall not without the prior written consent of Senior Lender, which may be withheld in Senior

Lender's sole and absolute discretion, take any Enforcement Action until 90 days after the Junior Lender has delivered to the Senior Lender an Enforcement Action Notice with respect to such Enforcement Action, provided, however, that during such 90-day period the Junior Lender will be entitled to exercise and enforce the rights and remedies available to Junior Lender relating to income, rent, or affordability restrictions contained in the HOME Covenants or Parking Covenants. The Junior Lender may not commence any other Enforcement Action, including, without limitation, any foreclose action under the Junior Loan Documents until the earlier of (i) the expiration of such 90-day period or (ii) the delivery by the Senior Lender to the Junior Lender of the Senior Lender's written consent to such Enforcement Action by the Junior Lender.

(b) Senior Lender shall, simultaneously with the sending of any notice of a Senior Loan Default to Borrower, send to Junior Lender a copy of said notice under the Senior Loan Documents; provided, however, failure to do so shall not affect the validity of such notice or any obligation of Borrower to Senior Lender and shall not affect the relative priorities between the Senior Loan and the Junior Loan as set forth herein. Borrower covenants and agrees to forward to Junior Lender, within three (3) business days of Borrower's receipt thereof, a copy of any notice of a Senior Loan Default Borrower receives from Senior Lender.

(c) Junior Lender shall have the right, but shall have no obligation, to cure any Senior Loan Default; provided, if Junior Lender shall elect to cure any such Default, it shall so notify Senior Lender and shall commence and complete such curing within any applicable notice or grace period, if any, as Borrower is permitted by the terms of the Senior Loan Documents to cure such Senior Loan Default. Junior Lender shall not be subrogated to the rights of Senior Lender under the Senior Loan Documents by reason of Junior Lender having cured any Senior Loan Default. However, Senior Lender acknowledges that, to the extent so provided in the Junior Loan Documents, amounts advanced or expended by Junior Lender to cure a Borrower Default or Senior Loan Default may be added to and become a part of the Junior Indebtedness.

(d) Junior Lender agrees that, notwithstanding any contrary provision contained in the Junior Loan Documents, a Senior Loan Default shall not constitute a default under the Junior Loan Documents if no other default occurred under the Junior Loan Documents.

(e) Junior Lender acknowledges that any conveyance or other transfer of title to the Property pursuant to a foreclosure of the Junior Security Instrument (including a conveyance or other transfer of title pursuant to the exercise of a power of sale contained in the Junior Security Instrument), or any deed or assignment in lieu of foreclosure or similar arrangement, shall be subject to the transfer provisions of the Senior Loan Documents; and the person (including Junior Lender) who acquires title to the Property pursuant to the foreclosure proceeding (or pursuant to the exercise of a power of sale contained in the Junior Security Instrument) shall not be deemed to be automatically approved by Senior Lender.

5. **Insurance**. Junior Lender agrees that all original policies of insurance required pursuant to the Senior Security Instrument shall be held by Senior Lender. The preceding sentence shall not preclude Junior Lender from requiring that it be named as a loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Property, provided such action does not affect the priority of payment of the proceeds of property damage insurance under the Senior Security Instrument, or that it be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Property.

6. **Default**. Junior Lender and Borrower acknowledge and agree that a default by either such party under this Agreement shall, at the sole option of Senior Lender, constitute a default under the Senior Loan Documents. Each party hereto acknowledges that in the event any party fails to comply with its obligations hereunder, the other parties shall have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

7. **Enforcement Costs**. Borrower agrees to reimburse Senior Lender for any and all costs and expenses (including reasonable attorneys' fees) incurred by Senior Lender in connection with enforcing its rights against Junior Lender under this Agreement.

8. **Notices**. Any notice which any party hereto may be required or may desire to give hereunder shall be deemed to have been given and shall be effective only if it is in writing and (i) delivered personally, (ii) mailed, postage prepaid, by United State registered or certified mail, return receipts requested, (iii) delivered by overnight express courier or (iv) sent by telecopier, in each instance addressed as follows:

To Junior Lender:	City of Monterey Park 320 W. Newmark Avenue Monterey Park, CA 91754-2896 Attn: City Manager
If to Senior Lender:	Citibank, N.A. 390 Greenwich Street, 2nd Floor New York, New York 10013 Attention: Transaction Management Group RE: Mosaic Gardens Deal No. 22917 Facsimile: (212) 723-8209
	<u>AND</u>
	Citibank, N.A. 325 East Hillcrest Drive, Suite 160 Thousand Oaks, California 91360

	Attention: Operations Manager/Asset Manager Re: Mosaic Gardens Deal No. 22917 Facsimile: (805) 557-0924
	AND
	Citibank, N.A. 390 Greenwich Street, 2nd Floor New York, New York 10013 Attention: Account Specialist Re: Mosaic Gardens Deal No. 22917 Facsimile: (212) 723-8209
Following the Conversion Date, with a copy to:	Berkadia Commercial Mortgage LLC 118 Welsh Road Horsham, Pennsylvania 19044 Attention: Client Relations Manager Re: Mosaic Gardens Deal No. 22917 Facsimile: (215) 441-7295
And a copy of any notices of default sent to:	Citibank, N.A. 388 Greenwich Street New York, New York 10013 Attention: General Counsel's Office Re: Mosaic Gardens Deal No. 22917 Facsimile: (646) 219-5754

or at such other addresses or to the attention of such other persons as may from time to time be designated by the party to be addressed by written notice to the other in the manner herein provided. Notices, demands and requests given in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder when received or when delivery is refused or when the same are returned to sender for failure to be called for.

9. **WAIVER OF TRIAL BY JURY**. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF THE PARTIES HERETO (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL. IF THIS AGREEMENT IS DEEMED UNENFORCEABLE FOR ANY REASON, SUCH DISPUTES SHALL BE RESOLVED BY JUDICIAL REFERENCE.

10. **Term**. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal

of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Junior Loan Documents, other than by reason of payments which Junior Lender is obligated to remit to Senior Lender pursuant to the terms hereof; (iii) the acquisition by Senior Lender of title to the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale contained in) the Senior Security Instrument; (iv) the acquisition by Junior Lender of title to the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale contained in) the Junior Security Instrument, but only if such acquisition of title does not violate any of the terms of this Agreement; or (v) a determination that either the Senior loan or Senior Security Instruments or the Junior Loan or Junior Security Instrument has been deemed to be invalid or unenforceable against the Borrower as evidenced by a final, nonappealable order by a court of competent jurisdiction.

11. **Miscellaneous.**

(a) Junior Lender shall, within ten (10) business days following a request from Senior Lender, provide Senior Lender with a written statement setting forth the then current outstanding principal balance of the Junior Loan, the aggregate accrued and unpaid interest under the Junior Loan, and stating whether, to the knowledge of Junior Lender, any default or event of default exists under the Junior Loan, and containing such other information with respect to the Junior Indebtedness as Senior Lender may require. Upon notice from Senior Lender from time to time, Junior Lender shall execute and deliver such additional instruments and documents, and shall take such actions, as are required by Senior Lender in order to further evidence or effectuate the provisions and intent of this Agreement.

(b) Junior Lender shall give Senior Lender a concurrent copy of each notice of a Junior Loan Default given by Junior Lender under the Junior Loan Documents.

(c) This Agreement shall bind and inure to the benefit of all successors and assigns of Junior Lender and Senior Lender. Senior Lender may assign its interest in the Senior Loan Documents without notice to or consent of Junior Lender. Junior Lender may only assign its rights and interests hereunder to governmental entity of the State of California or, in the case of any other assignment, following the prior written consent of Senior Lender which consent may be withheld or conditioned in its sole and absolute discretion.

(d) Senior Lender hereby consents to the Junior Loan and the Junior Loan Documents; provided, however, that this Agreement does not constitute an approval by Senior Lender of the terms of the Junior Loan Documents. Junior Lender hereby consents to the Senior Loan and the Senior Loan Documents; provided, however, that this Agreement does not constitute an approval by Junior Lender of the terms of the Senior Loan Documents.

(e) This Agreement may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.

(f) IN ALL RESPECTS, INCLUDING, WITHOUT LIMITATION, MATTERS OF CONSTRUCTION AND PERFORMANCE OF THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER, THIS AGREEMENT HAS BEEN ENTERED INTO AND DELIVERED IN, AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAW.

(g) Time is of the essence in the performance of every covenant and agreement contained in this Agreement.

(h) If any provision or remedy set forth in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or remedy of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or remedy had never been set forth herein, but only to the extent of such invalidity, illegality or unenforceability.

(i) Each party hereto hereby represents and warrants that this Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding agreement enforceable in all material respects in accordance with its terms.

(j) Borrower hereby acknowledges and consents to the execution of this Agreement, and agrees to be bound by the provisions hereof that are applicable to Borrower. Solely as between Senior Lender and Junior Lender, all of the signatories below hereby agree that to the extent of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Senior Loan Documents and/or the Junior Loan Documents respectively, the terms and provisions of this Agreement shall govern and control. By executing this Agreement in the place provided below, Borrower hereby (i) acknowledges the provisions hereof, (ii) agrees not to take any action inconsistent with Senior Lender's rights or Junior Lender's rights under this Agreement, (iii) waives and relinquishes to the maximum extent permitted by law any and all rights, defenses and claims now existing or hereinafter accruing relating to Junior Lender's forbearance from exercising any rights and remedies pursuant to Section 4 of this Agreement, including, without limitation, any defenses based on the statute of limitations or any equitable defenses, such as laches, and (iv) acknowledges and agrees that (A) this Agreement is entered into for the sole protection and benefit of Senior Lender and Junior Lender (and their respective successors, assigns and participants), and no other person (including Borrower) shall have any benefits, rights or remedies under or by reason of this Agreement, (B) nothing in this Agreement is intended, or shall be construed to, relieve or discharge the obligations or liabilities of any third party (including Borrower under the Senior Loan Documents and the Junior Loan Documents), (c) neither of them nor any of their affiliates shall be, or be deemed to be, beneficiaries of any of the provisions hereof or have any rights hereunder whatsoever, and (D) no provision of this Agreement is intended to, or shall be construed to, give any such third party (including Borrower) any right subrogating to the rights of, or action against, Senior Lender or Junior Lender.

(k) No amendment, supplement, modification, waiver or termination of this Agreement shall be effective against any party unless such amendment, supplement, modification, waiver or termination is contained in a writing signed by such party.

(l) No party other than Senior Lender and Junior Lender shall have any rights under, or be deemed a beneficiary of any of the provisions of, this Agreement.

(m) Nothing herein or in any of the Senior Loan Documents or Junior Loan Documents shall be deemed to constitute Senior Lender as a joint venturer or partner of Junior Lender.

12. **Attached Exhibits**.

The following Exhibits are attached to this Agreement and are incorporated by reference herein as if more fully set forth in the text hereof:

Exhibit A – Legal Description

Exhibit B – Junior Loan Documents

The terms of this Agreement are modified and supplemented as set forth in said Exhibits. To the extent of any conflict or inconsistency between the terms of said Exhibits and the text of this Agreement, the terms of said Exhibits shall be controlling in all respects.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Subordination and Intercreditor Agreement or caused this Subordination and Intercreditor Agreement to be duly executed and delivered by their respective authorized representatives as of the date first set forth above. The undersigned intend that this instrument shall be deemed to be signed and delivered as a sealed instrument.

JUNIOR LENDER:

CITY OF MONTEREY PARK, a municipal corporation

By:_________________________
Name:
Title:

Attest:

____
By: , Secretary

Approved as to Form:

____

MONTEREY PARK SUCCESSOR HOUSING AGENCY, a political subdivision of the state of California

By:_________________________
Name:
Title:

Attest:

____
By: , Secretary

Approved as to Form

____

<u>SENIOR LENDER</u>:

CITIBANK, N.A.,
a national banking association

By: ______________________________
Name:
Title: Vice President

ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST SET FORTH ABOVE:

BORROWER:

LINC-MONTEREY PARK APARTMENTS HOUSING INVESTORS, LP, a California limited partnership

By: LINC-Monterey Park Apartments, LLC, a California limited liability company, its managing general partner

By: LINC Community Development Corporation, a California nonprofit public benefit corporation, its authorized member

By: ______________________________
Name: Suny Lay Chang
Title: Senior Vice President and Director of Housing Development

EXHIBIT A

LEGAL DESCRIPTION

[Attached hereto]

EXHIBIT B

JUNIOR LOAN DOCUMENTS

1. Development Agreement dated March 4, 2014
2. First Amendment to Development Agreement dated ____ _______, 2015
3. Loan Agreement dated ______________, 2015
4. Home Predevelopment Loan dated October 2, 2013
5. Promissory Note dated _____________, 2015 in the principal amount of [$2,080,000]
6. Deed of Trust with Assignment of Rents
7. Agreement for HOME/CHDO Funds dated July 22, 2013
8. First Amendment To Agreement For HOME/CHDO FUNDS
9. Promissory Note dated _____________, 2015 in the principal amount of [$834,833]
10. Deed of Trust with Assignment of Rents

EXHIBIT 13

OFFICIAL BUSINESS
Document exempt from recording
fees pursuant to Govt. Code § 6103.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF MONTEREY PARK
320 W. Newmark Avenue
Monterey Park, CA 91754-2896
ATTN: CITY CLERK

APNs: XXX SPACE ABOVE THIS LINE FOR RECORDING USE

RENTAL RESTRICTIVE COVENANT

APNs: XXX

THIS RENTAL RESTRICTIVE COVENANT (**"Covenant"**) is entered into on the date set forth below, between the MONTEREY PARK SUCCESSOR HOUSING AGENCY, a political subdivision of the state of California (**"SHA"**), the CITY OF MONTEREY PARK, a general law city and municipal corporation ("**CITY**") and LINC COMMUNITY DEVELOPMENT CORPORATION, a California nonprofit public benefit corporation ("**LINC**" or "**OWNER**"). The Parties agree as follows:

I. RECITALS.

The Parties enter into this Agreement with reference to the following:

A. On ___________, 2015, City and SHA entered into an agreement with LINC, which among other things approved construction of six (6) residential dwelling units (the "**DA**"). The DA provides that LINC must provide Affordable Units on the real property which is described in Exhibits "A" and "B," both of which are incorporated by reference (the "**Subject Property**"). Individually, Exhibit "A" refers to the Affordable Units located on the Ramona Property (as defined below) and Exhibit "B" refers to Affordable Units located on the Pomona Property (as defined below).

B. Pursuant to the DA, LINC agrees to construct and operate the Affordable Units at the Subject Property (the "**Project**");

C. Pursuant to the DA, LINC agrees to provide the Affordable Units at the Subject Property and covenants to rent the Affordable Units to persons and families qualifying as Very Low Income Households and Low Income Households over a term of twenty (20) years for the Ramona Property and fifty-five (55) years for the Pomona Property;

D. This Covenant serves the public purpose of increasing, improving and preserving the community's supply of safe, decent, and sanitary dwelling units within the City that are available at an affordable housing cost to persons or families of very-low and low income;

E. This Covenant also serves the public purpose of satisfying the inclusionary housing and income targeting requirements contained in City's adopted General Plan, specifically the Housing Element; and

F. SHA desires to ensure that the Affordable Units are rented, leased, sold and otherwise used in accordance with the affordable housing requirements of the DA and the public purposes recited above, and therefore LINC enters into this Covenant affecting the Subject Property.

II. DEFINITIONS

A. **"Adjusted Income"** means the total anticipated annual income of all persons in a household as calculated pursuant to 24 CFR § 92.203.

B. **"Affordable Rents – HOME Program"** means the maximum amount of out-of-pocket cost that may be paid by Very Low Income Households and Low Income Households. The allowable rents will be determined pursuant to the affordable rent limitations imposed by the HOME Program minus an adjustment for tenant-paid utilities costs that will be based on the allowances published by the Los Angeles County Housing Authority from time to time. The maximum allowable gross HOME Program rents are currently published annually by HUD. In the event that the allowable HOME Program rents cease to be published for a period of at least 18 months, SHA will provide LINC with another rent determination that is reasonably similar with respect to the methods of calculation to those previously published by HUD.

C. **"Affordable Rents – Pomona Property"** means the maximum out-of-pocket cost that may be charged monthly by LINC, and paid by eligible Very Low Income Households and Low Income Households for an Affordable Unit at the Pomona Property. The affordable rent will be set at the lesser of (i) the applicable Affordable Rents – HOME Program, (ii) the maximum rent as determined pursuant the methodology imposed by Health and Safety Code § 50053 including an adjustment for tenant-paid utilities costs that will be based on the allowances published by the Los Angeles County Housing Authority from time to time, and (iii) the rent being paid by the tenants that are currently residing in the Units. The rent schedule based on currently available information is presented in Exhibit F.

D. **"Affordable Rents – Ramona Property"** means the applicable Affordable Rents – HOME Program for the six units to be developed on the Ramona Property.

E. **"Affordable Units"** means all Units which, during the term of this Covenant, are rented or leased, from time to time, as a Very Low Income Unit and/or a Low Income Unit.

F. **"AMI"** means the median income for Los Angeles County, as annually determined by HCD and published in Section 6932 of Title 25 of the California Code of Regulations or successor law or regulations. For the purposes of this Covenant, AMI is only applied as a part of the calculation methodology for determining the affordable rent allowed under Health and Safety Code § 50053.

G. **"Assumed Household Size"** means the assumed household size "adjusted for the family size appropriate to the unit" as such term is defined in Health and Safety Code § 50052.5. This definition is utilized in the calculation of the maximum rents allowed under Health and Safety Code § 50053, and is not intended to be a limit on the number of persons occupying an Affordable Unit. The maximum occupancy limits for Affordable Units are based established in the Selection Criteria for Prospective Residents of Affordable Units attached hereto as Exhibit "C." For purposes of calculating the maximum rents allowed under Health and Safety Code § 50053, the Assumed Household Size is set as follows:

Number of Bedrooms	Assumed Household Size
One	2
Two	3
Three	4

H. **"Director"** means: for SHA, is City's Director of Community and Economic Development, or designee.

I. **"Gross Income"** means the total anticipated annual income of all persons in a household, as calculated in accordance with 25 California Code of Regulations § 6914 or pursuant to a successor State of California housing program that utilizes a reasonably similar method to establish gross household income.

J. **"HCD"** means the California Department of Housing and Community Development.

K. **"HOME Program"** means Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended. Specifically, the HOME Investment Partnership Act codified at 42 USC § 12701, *et seq.*, and the implementing regulations promulgated by HUD set forth at 24 CFR §92, *et seq.*, as such now exist and as may hereafter be amended.

L. **"Housing Element"** means City's Housing Element.

M. **"HUD"** means the United States Department of Housing and Urban Development.

N. **"Income Certification Guidelines"** means the income certification guidelines approved by SHA and LINC attached as Exhibit "D," and incorporated by reference.

O. **"Institutional Lender"** and **"Lender."** "Institutional Lender" means any bank, savings and loan association, the Federal Home Loan Administration or any other lender which is licensed to engage in the business of providing mortgage financing for residential real property. "Lender" means any person or business entity, including an Institutional Lender, defined herein above, that loans money to LINC, or to which LINC otherwise becomes indebted, and received in consideration for such loan or debt a lien, security interest or other encumbrance security repayment of such loan or debt against the Subject Property.

P. **"Low Income Household – Pomona Property"** means a household with an Adjusted Income that does not exceed the qualifying limits for very low income households as established and amended from time to time pursuant to Section 8 of the United State Housing Act of 1937, and that does not exceed the Gross Income for a very low income household as that term is defined and used in Health and Safety Code § 50105.

Q. **"Low Income Household – Ramona Property"** means a household with an Adjusted Income that does not exceed the qualifying limits for very low income households as established and amended from time to time pursuant to Section 8 of the United State Housing Act of 1937.

R. **"Low Income Unit"** means an Affordable Unit, to be rented or leased to and occupied by a Low Income Household, for which the rent payable by the Low Income Household must not exceed the Affordable Rents, as defined herein, for the corresponding income category.

S. **"Owner"** means LINC, and any subsequent purchaser, beneficiary, devisee, grantee or holder of fee title of the Subject Property or any portion of the Subject Property, regardless of how such title or interest was acquired.

T. **"Pomona Property"** means the Affordable Units located at 321, 325, 341 and 371 E. Pomona Boulevard, and 534 N. Chandler Avenue totaling twenty-five Units.

U. **"Ramona Property"** means the Affordable Units located at 236 S. Ramona Avenue comprising a total of five residential units and one manager's unit.

V. **"Subject Property"** means the Pomona Property and the Ramona Property.

W. **"Tenant"** means any renter of an Affordable Unit in the Project on the Subject Property.

X. **"Term"** means either the twenty (20) year period for the Ramona Property or the fifty-five (55) year period for the Pomona Property during which this Covenant must remain binding and effective as further defined in this Agreement.

Y. **"Unit"** means a residential apartment unit in the Project on the Subject Property.

Z. **"Very Low Income Household – Pomona Property"** means a household with an Adjusted Income that does not exceed the qualifying limits for very low income households as established and amended from time to time pursuant to Section 8 of the United State Housing Act of 1937, and that does not exceed the Gross Income for a very low income household as that term is defined and used in Health and Safety Code § 50105.

AA. **"Very Low Income Household – Ramona Property"** means a household with an Adjusted Income that does not exceed the qualifying limits for very low income households as established and amended from time to time pursuant to Section 8 of the United State Housing Act of 1937.

BB. **"Very Low Income Unit"** means an Affordable Unit, to be rented or leased to and occupied by a Very Low Income Household, for which the rent payable by the Very Low Income Household must not exceed the Affordable Rent, as defined herein, for the corresponding income category. If a Very Low Income Household has a Section 8 voucher or similar subsidy under a similar or successor program, the Affordable Rents must be the rent allowed by such program.

III. TERM, AFFORDABLE UNITS & USE

A. This Covenant must be recorded in the official records of the Recorder for the County of Los Angeles before the close of escrow of the Subject Property. This Covenant becomes effective upon the date of execution and remains binding throughout the Covenant Term.

B. Owner agrees that for the entire duration of the Term, the Affordable Units must be rented or leased at Affordable Rents to, and occupied by or reserved for, persons and families qualifying as Very Low Income and Low Income according to the terms of this Covenant. After the expiration of the Term, provided Owner is not then in default of this Covenant, Owner may rent all the Units as market rate Units.

C. Owner agrees that the Units in the Ramona Property must be allocated as follows:

Number of Bedrooms	Very Low Income	Low Income Units	Manager Unit	Total Units

	Units			
One	1	1	0	2
Two	1	0	1	2
Three	0	2	0	2
Total	2	3	1	6

D. Owner agrees that the Units in the Pomona Property will initially be subject to the income and affordability restrictions identified in Exhibit "F." The following restrictions apply over the life of the Covenant:

1. When a Tenant that occupied a Unit in the Pomona Project upon the execution of this Covenant vacates the Unit, the Affordable Rent – Pomona Project for the subsequent Tenant will be the lesser of the (i) the applicable Affordable Rents – HOME Program, and (ii) the maximum rent as determined pursuant to the calculation in Health and Safety Code § 50053 including an adjustment for tenant-paid utility costs that will be based on the allowances published by the Los Angeles County Housing Authority from time to time.

2. When the income of a Tenant that is occupying an Affordable Unit in the Pomona Property increases or decreases such that the Tenant falls into a different income category, then the Affordable Unit occupied by such household must be recategorized as a Very Low Income Unit, Low Income Unit, or a market rate Unit, as applicable. The Owner must then rent the next available Unit, with the same number of bedrooms in the Pomona Property, as a Very Low Income Unit or Low Income Unit as applicable.

E. This Covenant binds and its benefit inures to the Owner, its heirs, legal representatives, executors, successors in interest and assigns, and to SHA, its successors, designees, or assigns, for the term hereof.

F. The Subject Property is held and hereafter must be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to the covenants, conditions, restrictions and limitations of this Covenant. All of the herein-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land.

G. Any purchaser of or successor in interest, transferee or assignee to the Subject Property or of any portion of or interest in the Subject Property, no matter how that interest is acquired, is deemed to have taken title with knowledge of this Covenant and to have personally covenanted, consented to and accepted the covenants, conditions, restrictions and limitations set forth herein.

H. Any lessee of the Subject Property or Affordable Unit is subject to the restrictions of this Covenant, by the execution of a rental agreement or lease or by taking possession of any Unit on the Subject Property, whichever occurs first, and must also be deemed to have knowledge of this Covenant and to have personally covenanted, consented to, and accepted the covenants, conditions, restrictions, and limitations set forth herein.

I. In order to preserve through this Covenant the affordability of the Subject Property and Project for Very Low Income Households and Low Income Households as set forth in this Covenant, Owner, for itself and all successors in interest, hereby grants and assigns to SHA and its respective successors and assigns, the right to review and enforce compliance with this Covenant.

J. Owner agrees that the Affordable Units located at the Subject Property must be used exclusively as multi-family residential rental apartments as provided in this Covenant.

K. Owner agrees that it will, at its sole cost and expense: (i) maintain the appearance and safety of the Subject Property (including all improvements, fixtures, and landscaping) in good order, condition, and repair, and free from the accumulation of trash, waste materials, and other debris; (ii) remove all graffiti placed upon the Subject Property (including all improvements, fixtures, and landscaping) within seventy-two (72) hours of its appearance; (iii) maintain in good order, condition and repair, properly functioning landscape irrigation systems on the Subject Property; and (iv) remove and promptly replace all dead or diseased landscaping material on the Subject Property. In the event of a default of this covenant and of a failure to cure the default within fifteen (15) calendar days (or, where such default cannot reasonably be cured within such period, then failure to commence to cure within such fifteen (15) calendar days or failure after commencing cure to diligently prosecute such cure to completion), after service of a written notice by SHA, SHA or their agents, employees and contractors must have the right to enter upon the Subject Property without further notice and to take such actions as are necessary to cure the default. Owner, for so long as it holds or maintains any interest in the Subject Property, must reimburse SHA for all of such entities' costs that were reasonably incurred by SHA due to Owner's failure to timely cure the default as provided herein above, and that were reasonably related to curing the default or correcting the condition (including without limitation, staff services, administrative costs, legal services, and third party costs), within fifteen (15) calendar days after service of a written payment notice by SHA. If Owner fails to pay within the time provided, such costs must be a lien upon the Subject Property, as provided by Civil Code § 2881. SHA may enforce and foreclose such lien in any manner legally allowed.

L. Owner agrees that all persons employed by or applying for employment by it, its affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, age, pregnancy, childbirth, or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. §200, *et seq*., the Federal Equal Pay Act of 1963, 29 U.S.C. § 206(d), the

Age Discrimination in Employment Act of 1967, 29 U.S.C. §621, *et seq.*, the Immigration Discrimination in Employment Act of 1967, 29 U.S.C. §621, *et seq.*, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324b, *et seq*,. 42 U.S.C. §1981, the California Fair Employment and Housing Act, California Government Code §12900, *et seq.*, the California Equal Pay Law, California Labor Code §1197.5, California Government Code §11135, the Americans with Disabilities Act, 42 U.S.C. §12101, *et seq.*, and all other anti-discrimination laws and regulations for the United States and the State of California as they now exist or may hereafter be amended.

M. Owner must refrain from restricting the rental, sale, lease, sublease, transfer, use development, occupancy, tenure, or enjoyment of the Subject Property (or any part thereof) on the basis of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, without limitation, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto), of any person or group of persons, and must comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. §12101, *et seq.*) and the California Fair Employment and Housing Act (Cal. Government Code §12900, *et seq.*) as they exist on the date of this Covenant or as they may thereafter be amended, repealed and reenacted, or otherwise modified. Owner must not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed.

N. Any deeds or contracts which are proposed to be, or which are, entered into with respect to the sale, rental, lease, sublease, transfer, use, development, occupancy, tenure, or enjoyment of the Subject Property, including improvements and fixtures, or party thereof, must be subject to, and must expressly contain, nondiscrimination or nonsegregation clauses in substantially the following form:

1. In Deeds. "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that it must comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. §12101, *et seq.*) and the California Fair Employment and Housing Act (Cal. Government Code §12900, *et seq.*), as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, and that there must be no discrimination against or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, without limitation, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, tenure of the land herein conveyed, nor must the grantee itself or any person claiming under or through it,

establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number, use or occupancy or tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants must run with the land."

2. In Contracts & Leases. "There must be no discrimination against or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, without limitation, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, tenure of the land or premises affected by this instrument, nor must the contracting or subcontracting party or parties, or other transferees under this instrument or any person claiming under or through it, violated the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C.§12101, *et seq*.), and the California Fair Employment and Housing Act (Cal. Gov. Code §12900, *et seq*.) as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, nor establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land. This provision must obligate the contracting and subcontracting party or parties, and other transferees under this instrument or any person claiming under or through it."

O. Owner must pay before delinquency: (i) all *ad valorem* property taxes imposed on the Subject Property under Article XIII A of the California Constitution; (ii) all special taxes lawfully imposed on the Subject Property; (iii) all special assessments lawfully imposed on the Subject Property; and (iv) all other taxes, assessments, fees, exactions, or charges any portion of which are allocated to, or received by, SHA which are lawfully imposed due to the ownership, use, or possession of the Subject Property or interest therein or due to the construction or operation of the Project. Upon the occurrence of any such delinquency, Owner must remove any resulting lien, levy, or encumbrance made on the Subject Property within forty-five (45) days of the attachment of such.

P. Owner covenants that it must operate and maintain the Project in conformity with City's ordinances, and adopted polices, and all applicable state and federal laws and regulations including all applicable labor standards, disabled and handicapped access requirements, including, without limitation, the Americans with Disabilities Act (42 U.S.C. §12101, *et seq*.) and the Unruh Civil Rights Act (California Civil Code §51, *et seq*.). This Covenant, nor any part hereof, must not be amended, modified, or otherwise changed without the prior express written consent of SHA.

Q. SHA agrees that the affordable housing DA for Very Low Income Households and Low Income Households for the Project are met by implementation of this Covenant.

IV. QUALIFYING TENANTS FOR AFFORDABLE UNITS

A. The Affordable Units must be rented or leased to and occupied, or reserved for occupancy, by certified Very Low Households and Low Income Households, as set forth herein. Owner must rent Affordable Units only to households that are certified by Owner to be qualified Tenants. To be a qualified Tenant of an Affordable Unit, the applicant must be income certified and must satisfy the property manager's standard tenant selection criteria attached as Exhibit "C," as may be amended from time to time upon the mutual agreement of the Owner and SHA.

B. Owner, Owner's SHA-approved property manager or other SHA-approved representative must certify the eligibility of potential Tenants for the Affordable Units and, every twenty-four (24) months, must recertify the income of the Very Low Households and Low Income Households renting Affordable Units. In carrying out such income certifications, Owner must follow the Income Certification Guidelines attached hereto and incorporated herein by reference as Exhibit "A," as may be amended from time to time by the parties in writing upon the mutual agreement of the parties. Very Low Income Households using Section 8 vouchers must be certified by the appropriate government authority in accordance with their requirements.

C. Owner agrees that all Tenant income certification, eligibility determination, selection, and rental, together with administration of the Marketing Plan, must be conducted without discrimination of any person or class of persons on the basis of race, color, religion, national origin, gender, age, familial status, or handicap and must be administered in compliance with California and federal anti-discrimination laws.

D. Owner agrees to ensure that Owner's property manager, representative, leasing agents and similar persons responsible for or engaged in managing the Project and/or renting or leasing Units within the Project will receive appropriate training in, and become proficient with, the affordability requirements of this Covenant, the Income Certification Guidelines, and the required methods of Tenant income certification, eligibility determination, selection, and rental as provided for under this Covenant.

E. Owner agrees that each Affordable Unit within the Subject Property must be initially leased in compliance with an approved Marketing Plan, which provides that if there is an excess number of qualified prospective Tenants for any category of Affordable Units over the number of Affordable Units in that category, then the priority among such qualified prospective Tenants must be based on the date of their qualification (including completion of income certification). After the initial leasing, then Owner and/or the designated property manager must maintain a waiting list of qualified prospective Tenants for each category of Affordable Units, with priority among such qualified prospective Tenants to be based on the date of their qualification (including completion of income certification) and their timely response to a telephonic notice of the availability of an Affordable Unit (agreeing to begin leasing such Affordable Unit when it will be vacated).

F. Application screening fees (which include initial income certification fees) and periodic income recertification fees to potential Tenants are not fees or charges that constitute rent. Application screening fees charged by Owner or its management company to each potential Tenant must not exceed the amount authorized by Civil Code § 1950.6. If Civil Code § 1950.6 is repealed, then application screening fees charged by Owner or its management company to each potential Tenant cannot exceed the amount authorized by any successor statute to Civil Code § 1950.6 or other applicable statute regulating application screening fees. If Civil Code § 1950.6 is repealed and there is no successor or similar California statute regulating application screening fees, then Owner must comply with the terms of Civil Code § 1950.6 as in effect at the time this Covenant is signed. Owner must not charge an income recertification fee higher than the amount charged by SHA to carry out such services. (If SHA does not carry out such services, then the Owner must not charge an income recertification fee higher than the amount charged by the County to carry out such services.)

G. In the event that recertification of a Tenant occupying an Affordable Unit establishes that the income of the Tenant has increased or decreased since the prior certification such that the Tenant falls into a different income category, then the Affordable Unit occupied by such Tenant must be recategorized as a Very Low Income Unit, Low Income Unit depending on the recertified income of the household occupying it. In addition:

1. Owner must rent the next available Unit with the same number of bedrooms in the Ramona Property or the Pomona Property, as applicable, as a Very Low Income Unit or Low Income Unit as applicable; and

2. When, upon recertification of income of a Tenant occupying an Affordable Unit, the household income changes categories, then the rent charged to the Tenant for such Affordable Unit must be adjusted (increased or decreased) to the rent applicable for such category of Affordable Unit.

V. RENT AND LEASE RESTRICTIONS FOR THE AFFORDABLE UNITS

A. Total rent for each Very Low Income Unit and Low Income Unit, inclusive of all fees and charges, paid by a Tenant cannot exceed the Affordable Rent allowable for such category of Affordable Unit under this Covenant. However, nothing in this Covenant restricts the Owner from receiving Fair Market Rents under the Section 8 or any successor program for a Very Low Income Unit which is rented to a household which is qualified as a Very Low Income Household. The Affordable Rents applicable to each income category may be revised and adjusted annually concurrently with HCD's posting of the AMI (generally in late March or early April) or as soon thereafter as is practicable or existing non-expired leases considering the anticipated expiration of each individual lease term.

B. Any dispute pertaining to the recertification process between the Owner and a Tenant must be submitted to mediation before a SHA-approved mediation service upon the request of either the Owner or Tenant, provided that a Tenant may request mediation only if said Tenant (i) is current in paying rent, or (ii) has deposited any disputed rent into an escrow account if and as permitted by then-existing law. If SHA has not approved mediation services for these purposes, then the Owner and Tenant must use a mediation service approved by the County of Los Angeles.

C. Owner cannot lease any of the Affordable Units until after submitting its proposed lease form to the Director. The Director must review the proposed lease for compliance with this Covenant, and approval must not be unreasonably withheld or delayed. If no action to approve or disapprove a proposed lease form has been taken by the Director within 30 days of submittal of the proposed lease form, then the proposed lease form must be deemed approved so long as it complies with the following provisions.

1. The initial term of the lease cannot be for less than one year, unless by mutual agreement between the Tenant and the Owner. After such initial term, the lease may become a month-to-month tenancy or such other longer term as the Tenant and the Owner may agree upon, provided that there must not be a rent increase more than once within any twelve month period.

2. The lease for an Affordable Unit cannot contain any of the following provisions:

a. An agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Owner in a lawsuit brought in connection with the lease;

b. An agreement by the Tenant that Owner may take, hold, or sell personal property of household members without notice to the Tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property remaining in the Unit after the Tenant has moved out of the Unit. In such a case, Owner may dispose of this personal property in accordance with State law;

c. An agreement by the Tenant not to hold Owner or Owner's agent legally responsible for any action or failure to act, whether intentional or negligent;

d. An agreement of the Tenant that Owner may institute a lawsuit concerning Tenants' occupancy of the Subject Property without notice to Tenant;

e. An agreement by the Tenant that Owner may evict the Tenant or household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

f. An agreement by the Tenant to waive any right to trial by jury;

g. An agreement by the Tenant to waive the Tenant's right to appeal, or otherwise challenge in court, a court decision in connection with the lease; or

h. An agreement by the Tenant to pay attorney's fees or other legal costs of Owner even if the Tenant wins in a court proceeding by Owner against the Tenant. The Tenant, however, may be obligated to pay costs (including reasonable attorney's fees of Owner) if the Tenant loses.

3. The lease for an Affordable Unit must include a provision that the tenancy of the household must be immediately terminated upon discovery that one or more of the household's members misrepresented any material fact regarding the household's qualification as a qualifying Very Low Income Household or Low Income Household.

4. Owner must include in leases for all Affordable Units provisions for recertification of income every twenty-four (24) months and for termination of the tenancy of the household or conversion to market rate rental in the event of a Tenant's repeated refusal to cooperate in the recertification process.

5. The lease must provide that if recertification of a Tenant occupying an Affordable Unit indicates that the income of the household has increased since the last income certification and exceeds the maximum income for a Very Low Income Household and Low Income Household then within one (1) year of such certification, the Owner may (i) terminate said Tenant's lease, (2) treat the unit as falling into another Affordable Rent category (with the appropriate rent adjustment), or (iii) increase the rent to market rent as soon as the next available Unit in the Ramona Property or the Pomona Property, as applicable, has been rented as an Affordable Unit. However, in the event said household's income exceeds the maximum

income for a Very Low or Low Income Household, as applicable, by more than 40%, then the one (1) year period must be reduced to ninety (90) days.

D. Owner cannot terminate the tenancy or refuse to renew the lease for an Affordable Unit except for failure to pay rent or for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State or local law; for failure to occupy the Affordable Unit as the Tenant's primary residence; or for other good cause, including grounds described herein. To terminate or refuse to renew tenancy, Owner must serve written notice upon the Tenant specifying the grounds for the action before the termination of tenancy.

E. In addition to executing a lease for an Affordable Unit, the Owner must require that each Tenant leasing an Affordable Unit execute a declaration of intent to occupy which must require the household to occupy the Affordable Unit as the household's primary residence. A failure of Owner to obtain such a declaration must constitute a material violation of this Covenant.

F. The Owner cannot discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of the Affordable Units on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or any other arbitrary basis.

VI. MANAGEMENT

A. The Owner is responsible for all management functions with respect to the Subject Property including, without limitation, the selection of Tenants, certification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. Such management functions must be performed by, or on behalf of, Owner by an experienced, professional management company or organization which must be approved by the Director. SHA has no responsibility over management of the Subject Property. The Owner must submit to SHA for its approval its proposed property manager. The Owner may only remove and/or replace the property manager with the prior written consent of SHA, which must not be unreasonably withheld or delayed.

B. Owner must submit its written management policies with respect to the Subject Property to the Director for review and approval, which approval must not be unreasonably withheld or delayed. If no action to approve or disapprove such management policies has been taken by the Director within thirty (30) days of submittal, then the proposed management policies must be deemed approved so long as they do not violate this Covenant. The Director may subsequently review such policies and Owner must amend such policies in any way necessary to insure that such policies comply with the provisions of this Covenant.

C. Owner must maintain records which clearly document the Owner's performance of its obligations to operate the Subject Property under the terms of this Covenant. The Owner must submit any records relating to its performance under this Covenant to the Director within ten (10) business days of SHA's request. The Owner must permit SHA or its designee to enter and inspect the Subject Property for compliance with obligations under this Covenant, as follows: (i) general site visits (i.e., all common areas of the Project) upon twenty-four (24) hours advance notice by SHA to Owner or Owner's management agent, and (ii) file review in the Project office and/or inspection of an occupied Unit upon forty-eight (48) hours advance notice of such visit by SHA to Owner or Owner's management agent and to the Tenants of such occupied Unit.

D. During the term of this Covenant:

1. Owner must submit to the Director not later than March 31st of each year a report for the preceding period of January 1 through December 31 which lists all Units in the Project and identifies those Units which are Affordable Units, the Affordable Unit rents, the name(s) of the Tenant(s) occupying such Affordable Units and such Tenants' family size and income at the time of the last income certification of such Tenant; and

2. Owner must submit to the Director any other information or completed forms requested by SHA which are needed by SHA to comply with any State or Federal reporting requirements of SHA, within thirty (30) days after receipt of a written request from SHA.

VII. ASSIGNMENTS AND TRANSFER OF SUBJECT PROPERTY/PROJECT

A. At least ten (10) business days before any conveyance of the Subject Property, an assumption agreement must be recorded concurrently with close of escrow or recordation of a deed transferring ownership. The purchaser(s) must record the assumption aAgreement and must deliver to the Director a copy of the recorded assumption agreement not later than ten (10) business days after its recordation.

VIII. ENFORCEMENT

A. Upon any violation of the provisions of this Covenant or if false or misleading statements are made by Owner or the management company in any documents submitted to SHA, SHA must give written notice of such violation to Owner and management company, which must have a reasonable period of time to correct the deficiency (not less than thirty (30) days), or in the event that such deficiency cannot be cured within thirty (30) days, then Owner must commence to cure within such time and must diligently prosecute the cure to completion thereafter.

B. If, after a reasonable opportunity to cure any deficiency, Owner and management company have not done so, then SHA may apply to a court of competent jurisdiction for and pursue any of the remedies provided for the enforcement of this Covenant.

C. It is agreed that the affordable housing provided for under this Covenant serves a public purpose and is of a special and unique kind and character and that the rights granted to SHA hereunder are of a similar special and unique kind and character so that if there is a default by the Owner, SHA would not have an adequate remedy at law. It is expressly agreed, therefore, that SHA's rights under this Covenant may be enforced by an action for specific performance and such other equitable relief, including an injunction for actions in violation of this Covenant, as is provided by the laws of the State of California.

D. Owner understands one of SHA's objectives in requiring this Covenant is to ensure that twenty-five (25) Units are rented or held out for rent at rental rates affordable to Very Low Income Households and Low Income Households qualified for occupancy under this Covenant for a period of fifty-five (55) years and five (5) units are held out for rent at rental rates affordable to Very Low Income Households and Low Income Households for a period of twenty (20) year. Should Owner lease or any Tenant occupy an Affordable Unit in violation of the requirements set forth herein, then the public interest would be prejudiced and SHA would thereby be damaged. The parties agree that it is impracticable and extremely difficult to fix the extent of actual damages to SHA from such a breach. However, the parties have made reasonable efforts to establish fairly the amount of compensation and agree that a fair and reasonable amount owing to SHA for a breach by the Owner as liquidated damages would be as follows:

1. If an Affordable Unit at the Subject Property is rented or leased for an amount in excess of the Affordable Rent permitted under this Covenant, Owner is liable to SHA for damages in an amount equal to three times the difference between the actual monthly rent and the allowable Affordable Rent for each month that the Affordable Unit has been rented in violation of this Covenant.

2. If a Tenant's household income as demonstrated by documents provided to the Owner or property manager by the Tenant, as required herein, does not qualify for renting or leasing an Affordable Unit as required by this Covenant, then after the time limits in this Covenant, the Owner will be assessed liquidated damages in the amount of three times the difference between the Tenant's gross monthly household income and one twelfth (1/12) of SHA's maximum household income level allowable to rent or lease the Affordable Unit in effect at the time such Unit is rented or leased, for each month the Affordable Unit has been rented in violation of this Covenant.

E. The remedies stated herein are not exclusive, but are cumulative to all other remedies and rights the parties may lawfully exercise.

F. In the event that any legal, equitable, or administrative action is commenced to interpret or to enforce the terms of this Covenant, the prevailing party in any such action is entitled to recover all reasonable attorney's fees and costs incurred in such action.

IX. FORECLOSURE OR BEQUEST

A. Owner agrees that, given the public purpose served by this Covenant, the terms and conditions of this Covenant are and must be superior and have priority over the liens, rights, duties and obligations created by a deed of trust recorded in favor of an Institutional Lender, and any other holder of a security interest.

B. The provisions of this Covenant must not impair the rights of a Lender which is the maker of a loan secured by a deed of trust recorded against the Subject Property, or such Lender's assignee or successor in interest, to:

1. Foreclose or take title to the Subject Property pursuant to the remedies in the deed of trust; or

2. Accept a deed or assignment in lieu of foreclosure in the event of default by a trustor; or

3. Sell or lease the Subject Property to any person at any price, subsequent to exercising its rights under the deed of trust.

Provided, however, that such Lender or subsequent purchaser or transferee of must continue to comply with the Covenants and that none of the foregoing actions (including, without limitation foreclosures) must act to extinguish or otherwise impair the legal effect of the Covenants on the Subject Property.

C. Any Lender is bound by such provisions of this Covenant as related to use and rental of the Affordable Units, use, maintenance, and transfer of the Project and Subject Property, non-discrimination and non-segregation, and non-speculation. No Lender must be permitted to devote the Subject Property to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Covenant.

D. The Owner may request that SHA provide an estoppel certificate to any current or proposed Institutional Lender certifying that there are no outstanding notices of violation of applicable zoning and building laws, ordinances, rules and regulations affecting the Project. Concurrently with such a request for an estoppel certificate, Owner must deposit One Thousand Dollars and No Cents ($1,000.00) with the Director to cover SHA costs in providing such an estoppel certificate. Within twenty-one (21) days of such a request by Owner accompanied by a deposit of One Thousand Dollars and No Cents ($1,000.00), SHA must supply the above-referenced estoppel certificate, provided that there are no outstanding notices from SHA to Owner to correct any deficiency. If SHA's reasonable costs in providing an estoppel certificate are less than One Thousand Dollars and No

Cents ($1,000.00), then the balance of the deposit must be refunded to Owner. If SHA's reasonable costs in providing an estoppel certificate exceed One Thousand Dollars and No Cents ($1,000.00), then Owner must pay such amount in excess of One Thousand Dollars and No Cents ($1,000.00) to SHA within thirty (30) days of a billing therefore by SHA.

E. This Covenant runs with the Subject Property. In the event of a transfer of the Subject Property by operation of law such as by devise, bequest, or foreclosure on any financing (except financing by an Institutional Lender which is exempt under this Covenant), the transferee or the estate of the decedent must be bound by the provisions of this Covenant.

F. Owner covenants to cause to be filed for record in the office of the County Recorder of Los Angeles County a request for any copy of any notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Subject Property, pursuant to Section 2924 (b) of the Civil Code of the State of California. The request must specify that any notice must be mailed to SHA at its address for notice hereunder.

G. In the event the Owner of the Subject Property reacquires the Subject Property at any time subsequent to a foreclosure, a deed in lieu of foreclosure or a trustee's sale of that owner's interest in the property, the doctrine of after-acquired title must apply, and the Subject Property must be subject to all of the terms, conditions, restrictions and limitations of this Covenant.

X. ADDITIONAL PROVISIONS

A. SHA may assign its respective rights and delegate its respective duties hereunder without the consent of Owner.

B. The Owner and SHA covenant that they have not and will not execute any other agreement or covenant with respect to the Subject Property which contains provisions contradictory to or in opposition to the provisions hereof and that in any event this Covenant is controlling as to the rights and obligations between the Owner and SHA and their respective successors.

C. If any one or more of the provisions contained in this Covenant must for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions must be deemed severable from the remaining provisions contained in this Covenant, and this Covenant be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

D. The terms of this Covenant must be interpreted under the laws of the State of California. Except as expressly provided in this Covenant and only to the extent consistent with this Covenant, the terms and provisions of this Covenant must be interpreted in a manner that is consistent with City's Housing Element, and/or the Income Certification Guidelines (collectively "**Housing Regulations**") as they may exist from time to time. In the event of a conflict between any provision of this Covenant and any provision of the Housing Regulations as they may exist from time to time, then the provision of this Covenant must govern such matter.

E. Formal notices, demands and communications between the parties must be given in writing and personally served or dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the parties, as designated in this Section, or telefaxed to the telefax number listed below followed by dispatch as above described. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section. Any such notice must be deemed to have been received upon the date personal service is effected, if given by personal service, or upon the expiration of two (2) business days after mailing, if given by certified mail, return receipt requested, postage prepaid.

Notice to be made to SHA:

City Clerk
City of Monterey Park
320 W. Newmark
Monterey Park, CA 91754

If notice is to be made to Owner :

IN WITNESS WHEREOF, the parties have entered into this Covenant on the date appearing below.

SUCCESSOR HOUSING AGENCY:

Date: ______________________________ ______________________________

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibits

A	Legal Description of Ramona Property
B	Legal Description of Pamona Property
C	Selection Criteria for Prospective Residents
D	Marketing Plan for Initial Rentals of Affordable Units
E	Income Certification Guidelines
F	Affordable Unit Distribution and 2014 Affordable Rents – Pomona Property

EXHIBIT "A"

LEGAL DESCRIPTION OF RAMONA PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION OF PAMONA PROPERTY

EXHIBIT “C”

SELECTION CRITERIA FOR PROSPECTIVE RESIDENTS OF AFFORDABLE UNITS

This Criteria may be amended from time to time in writing upon the mutual agreement of Owner and City.

Applications - Fair Housing Practices

It is the Owner’s policy not to discriminate in the leasing and/or management of any property on the basis of race, creed, color, national origin, ancestry, marital status, sex, age or family status. Our rules for showing vacancies, qualifying Applicants, and managing the properties apply equally to all persons with respect to income, number of occupants and financial status.

Applications – Importance

The Rental Application is very important to you, the Business Manager. The selection of residents is based upon a careful review and confirmation of the information supplied by the Applicant with respect to past rental history, employment, financial references and the like. A careful and thorough screening of all Applicants is vital to the successful operation and management of any given property on a long-term basis.

After each Applicant over 18 years of age has fully completed and signed the Application, review the application to make certain the information on the application meets the following criteria before verifying income, employment and landlord references and credit, etc. Applications not signed in the site management office must be notarized:

1. AGE. Primary Applicant(s) must be over 18 years old.

2. INCOME.

   Individual Applicant: Rent should not exceed forty percent (40%) of gross income for Affordable Units.

   Married Applicant: If only one person is employed, rent should not exceed forty percent (40%) of gross income for Affordable Units. By law, you must include the full gross income of an Applicant’s employed spouse. Rent should not exceed forty percent (40%) of the combined gross income of both husband and wife for Affordable Units at the Subject Properties.

   Two or more adults: Each Applicant must qualify for all other criteria separately; however, the rent should not exceed forty percent (40%) of the combined gross income for Affordable Units.

Applicant must provide proof of income before move-in.

3. OCCUPANCY STANDARDS. We restrict the number of occupants of any apartment unit. The Business Manager must make sure that each Application meets the following standards for the type of unit desired. There are no distinctions made on the basis of the age or marital status of the occupants regarding these criteria - each person is counted equally and there are no exceptions to the maximum number of occupants per type of unit.

   Applicants who have joint custody of children who visit on a regular basis must count those children as occupants in determining if they meet the occupancy limit before the approval of the application.

TYPE OF APARTMENT	MAXIMUM NUMBER OF OCCUPANTS
One bedroom	3
Two bedrooms	5
Three bedroom	7

   If the Applicant has met the above criteria, then the Business Manager should complete the verification of the application by submitting the information to Credit Retriever for determination of acceptance level.

4. EMPLOYMENT. If the Applicant is self-employed, you will need to see copies of the two most recent tax returns (IRS form 1040). Those applicants showing pay stubs for the most recent two month period for proof of income, are in essence proving employment as well, therefore no further inquiry is needed. If you have any doubt of the validity of the employment (you might think it is just a set-up or a friend of the Applicant), call the company and ask for the Personnel Department, get the name and title of the person you spoke to, and proceed to request type of job, salary, and prospects for continued employment. You may reject the Applicant if there are no satisfactory answers. If an employer refuses to give you information on the phone, you must contact the Applicant(s) and ask the Applicant to have the employer mail you written confirmation of the length and type of employment. Tell the Applicant the application will receive no further consideration until that information is received.

5. CREDIT CHECK - FINANCIAL. Checking and savings account numbers and bank branches must be listed on application.

   The Business Manager and Assistant Manager's use of a credit-reporting bureau <u>always</u> includes a written copy for our file. An applicant, who requests a copy of this report, by law, will be given a copy. The Manager will inform the Applicant to contact the credit-reporting bureau issuing the report concerning any information on the report.

Credit reports may only be run for the applicant who has submitted the appropriate signed application, signed consent form, and application fee. Any other credit reports must have prior approval from the Residential Portfolio Manager.

Credit checks through Credit Retriever, can only be run by the Manager, Assistant Manager or Leasing Agent as authorized by the Manager and as set up as an authorized user by Credit Retriever.

Credit Retriever will respond with one of five possible answers:

Accept, indicates no late payments, no collections, no delinquencies, trade lines are not excessive, income to rent meets all standards, revolving debt to limit ratios are in line.

Low Accept, indicates all of the above with possibility of a few late payments. Increase deposit by fifty percent (50%) and round up to the nearest dollar.

Conditional, indicates possibly some late payments and/or collections, excessive tradelines, number of inquiries outside of the established guidelines, elevated revolving debt to limit ratio. Increase deposit by one month's rent.

Refer, needs Residential Portfolio Manager to review as there is little or no credit history available. Need to obtain past rental history verification and proof of income verification.

Reject, does not meet our criteria. Applicant not accepted.

Copies of all credit reports must be sent to the Residential Properties Assistant weekly with the Weekly Trans-Union Report form #125. All credit report copies must show if they are approved or denied. If the prospective resident has been approved with a credit exception, the credit report must show authorization from the Manager. If the prospective resident meets the credit standards and is denied, an explanation must be written on the credit report (e.g., rental history, income).

Failure to abide by this policy must be subject to disciplinary action, which may include termination.

You have now finished the necessary steps to determine whether an Applicant is qualified to be part of your community. You have checked all required references, asked for clarification to any particular problem areas or discrepancies that might have shown up, and been as careful and attentive to detail as possible. Bear in mind that occasional errors in judgment do happen. The best way to control that is to keep a close eye on each resident's payment history and adherence to all Rules and Regulations without exception - and to take PROMPT action if something starts to go wrong.

If the Applicant does not meet the criteria, the Applicant is to be told and sent a denial letter. All denied applications must be kept in the file marked: "Rental Applications - Not Accepted" for 6 months and then sent to the corporate office. If the Applicant does meet all the criteria, the Applicant will either be placed on a waiting list or, if there is no other Applicant ahead of this Applicant, the Applicant may rent the available unit. Once the application is approved, notify the Applicant immediately.

EXHIBIT "D"

MARKETING PLAN FOR INITIAL RENTALS OF AFFORDABLE UNITS

A. The Covenant must be recorded and binds the Owner to this "**Marketing Plan**". If the Owner determines that changes may be necessary in this Plan after the Covenant has been recorded, the Owner must provide thirty (30) days advance written notice to the Director regarding these changes and must receive approval of the revised Marketing Plan from the Director. If no objection to the changes are received by Owner within thirty (30) days of submission, they must be deemed approved.

B. Owner will advertise the Project in at least one newspaper of general circulation in Los Angeles County. of Los Angeles County. Each newspaper advertisement must include the official "Equal Housing Opportunity" logo.

C. Advertising must conform to the requirements of the Fair Housing Act. The location, office hours and telephone number to contact in order to obtain additional information regarding income requirements must also be provided in the advertising.

D. Owner's Marketing Plan for the Project:

1. Local advertisements must target for initial occupancy:

   - Families currently residing in Los Angeles County

   - Families whose family members are currently employed in Los Angeles County, even if residing outside of Los Angeles County

2. Owner must run at least one advertisement in the real estate section of the *Los Angeles Times*, which circulates in the area of this Project, at least one time per week for six weeks. At a minimum, the *Los Angeles Times* advertisement must be placed in the Sunday edition of the newspaper.

3. At a minimum, the Owner must provide a notice of availability of the units to community groups, the Los Angeles County Housing Authority and housing advocacy groups. The City will furnish names and addresses of the organizations to receive notice. The notice must be provided concurrent with commencement of the advertisements described above.

Community outreach must include, but not be limited to:

- Provision of information to the City's information distribution list.

- Provision of information to Los Angeles County Housing Authority.

- Local employers.

- ❖ Local churches.

4. During the time period of initial lease-up, Owner will have a phone number identified where inquiries concerning these units can be made. A phone-recording device will be included on the phone when it is not being directly answered.

5. During the time period of initial lease-up, an "**Information Sheet**" will be available to prospective renters of these units, identifying the rents, level of affordability for the units, qualifying income levels, an explanation of the income certification process, applicable floor plans, a site plan and other information as appropriate. This package must be subject to the review and approval by the City's Planning and Environmental Services Department.

E. All Tenants must meet standard qualifications, including without limitation income, credit and landlord references.

EXHIBIT E

INCOME CERTIFICATION GUIDELINES

Attached are the Tenant Income Certification form and the instructions for completing the Tenant Income Certification. **These documents are subject to the following:**

These forms are subject to the following: The initial certification and subsequent biennial recertification process will parallel IRS Section 42 requirements except when in conflict with the Covenant or as amended pursuant to the Covenant, the Covenant supersedes. The forms also contained herein are used in and summarize said process.

TENANT INCOME CERTIFICATION

☐ Initial Certification ☐ Recertification ☐ Other __________

Effective Date: ____________________
Move-in Date: ____________________
(MM/DD/YYYY)

PART I - DEVELOPMENT DATA

Property Name: ______________________________ County: ______________ BIN #: _______

Address: ______________________________ Unit Number: _______ # Bedrooms: ________

PART II. HOUSEHOLD COMPOSITION

HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	F/T Student (Y or N)	Social Security or Alien Reg. No.
1			HEAD			
2						
3						
4						
5						
6						
7						

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
TOTALS	$	$	$	$

Add totals from (A) through (D), above TOTAL INCOME (E): $

PART IV. INCOME FROM ASSETS

Hshld Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
		TOTALS:	$	$

Enter Column (H) Total If over $5000 $____________ X Passbook Rate 2.00% = (J) Imputed Income $

Enter the greater of the total of column I, or J: imputed income **TOTAL INCOME FROM ASSETS (K)** $

(L) Total Annual Household Income from all Sources [Add (E) + (K)] $

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature	*(Date)*	Signature	*(Date)*
Signature	*(Date)*	Signature	*(Date)*

PART V. DETERMINATION OF INCOME ELIGIBILITY

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES: From item (L) on page 1 $

Current Income Limit per Family Size: $ ____________

Household Income at Move-in: $ ____________ Household Size at Move-in: ____________

PART VI. RENT

Tenant Paid Rent $ ____________ Rent Assistance: $____________

Utility Allowance $ ____________ Other non-optional charges: $____________

GROSS RENT FOR UNIT: (Tenant paid rent plus Utility Allowance & other non-optional charges) $

Unit Meets Rent Restriction at:

☐ 120% ☐ 80% ☐ 50%

Maximum Rent Limit for this unit: $ ____________

PART VII. STUDENT STATUS

ARE ALL OCCUPANTS FULL TIME STUDENTS?

☐ yes ☐ no

If yes, Enter student explanation* (also attach documentation)

Enter 1-4

*Student Explanation:
1 TANF assistance
2 Job Training Program
3 Single parent/dependent child
4 Married/joint return

PART VIII. PROGRAM TYPE

Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.

a. Tax Credit ☐	b. HOME ☐	c. Tax Exempt ☐	d. Cal. Red. Law ☐	e. ____________ ☐ *(Name of Program)*
See Part V above.	*Income Status*	Income Status	*Income Status*	*Income Status*
	☐ ≤ 50% AMGI	☐ 50% AMGI	☐ <=50% AMGI	☐ ____________
	☐ ≤ 60% AMGI	☐ 60% AMGI	☐ <=80% AMGI	☐ ____________
	☐ ≤ 80% AMGI	☐ 80% AMGI	☐ <=120% AMGI	☐ OI**
	☐ OI**	☐ OI**		

** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

____________________________ ____________
SIGNATURE OF OWNER/REPRESENTATIVE DATE

INSTRUCTIONS FOR COMPLETING
TENANT INCOME CERTIFICATION

This form is to be completed by the owner or an authorized representative.

Part I - Development Data

Check the appropriate box for Initial Certification (move-in), Recertification (annual recertification), or Other. If Other, designate the purpose of the recertification (i.e., a unit transfer, a change in household composition, or other state-required recertification).

Move-in Date	Enter the date the tenant has or will take occupancy of the unit.
Effective Date	Enter the effective date of the certification. For move-in, this should be the move-in date. For annual recertification, this effective date should be no later than one year from the effective date of the previous (re)certification.
Property Name	Enter the name of the development.
County	Enter the county (or equivalent) in which the building is located.
BIN #	Enter the Building Identification Number (BIN) assigned to the building (from IRS Form 8609).
Address	Enter the address of the building.
Unit Number	Enter the unit number.
# Bedrooms	Enter the number of bedrooms in the unit.

Part II - Household Composition

List all occupants of the unit. State each household member's relationship to the head of household by using one of the following coded definitions:

H	-	Head of Household	S	-	Spouse
A	-	Adult co-tenant	O	-	Other family member
C	-	Child	F	-	Foster child(ren)/adult(s)
L	-	Live-in caretaker	N	-	None of the above

Enter the date of birth, student status, and social security number or alien registration number for each occupant.

If there are more than 7 occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

Part III - Annual Income

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the third party verification forms obtained from each income source, enter the gross amount anticipated to be received for the twelve months from the effective date of the (re)certification. Complete a separate line for each income-earning member. List the respective household member number from Part II.

Column (A)	Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business.
Column (B)	Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc.
Column (C)	Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.).
Column (D)	Enter the annual amount of alimony, child support, unemployment benefits, or any other income

regularly received by the household.

Row (E)	Add the totals from columns (A) through (D), above. Enter this amount.

Part IV - Income from Assets

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third party verification forms obtained from each asset source, list the gross amount anticipated to be received during the twelve months from the effective date of the certification. List the respective household member number from Part II and complete a separate line for each member.

Column (F)	List the type of asset (i.e., checking account, savings account, etc.)
Column (G)	Enter C (for current, if the family currently owns or holds the asset), or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification).
Column (H)	Enter the cash value of the respective asset.
Column (I)	Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate).
TOTALS	Add the total of Column (H) and Column (I), respectively.

If the total in Column (H) is greater than $5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by 2% and enter the amount in (J), Imputed Income.

Row (K)	Enter the greater of the total in Column (I) or (J)
Row (L)	Total Annual Household Income From all Sources Add (E) and (K) and enter the total

HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than 5 days before the effective date of the certification.

Part V – Determination of Income Eligibility

Total Annual Household Income from all Sources	Enter the number from item (L).
Current Income Limit per Family Size	Enter the Current Move-in Income Limit for the household size.
Household income at move-in Household size at move-in	For recertifications, only. Enter the household income from the move-in certification. On the adjacent line, enter the number of household members from the move-in certification.
Household Meets Income Restriction	Check the appropriate box for the income restriction that the household meets according to what is required by the set-aside(s) for the project.

Part VI - Rent

Tenant Paid Rent	Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).
Rent Assistance	Enter the amount of rent assistance, if any.
Utility Allowance	Enter the utility allowance. If the owner pays all utilities, enter zero.
Other non-optional charges	Enter the amount of non-optional charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc.
Gross Rent for Unit	Enter the total of Tenant Paid Rent plus Utility Allowance and other non-optional charges.
Maximum Rent Limit for this unit	Enter the maximum allowable gross rent for the unit. (Per City Schedule)
Unit Meets Rent Restriction at	Check the appropriate rent restriction that the unit meets according to what is required by the set-aside(s) for the project.

Part VII - Student Status

If all household members are full time* students, check "yes". If at least one household member is not a full time student, check "no".

If "yes" is checked, the appropriate exemption must be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.

**Full time is determined by the school the student attends.*

Part VIII – Program Type

Mark the program(s) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification. If the property does not participate in the HOME, Tax-Exempt Bond, Affordable Housing Disposition, or other housing program, leave those sections blank.

Tax Credit	See Part V above.
HOME	If the property participates in the HOME program and the unit this household will occupy will count towards the HOME program set-asides, mark the appropriate box indicting the household's designation.
Tax Exempt	If the property participates in the Tax Exempt Bond program, mark the appropriate box indicating the household's designation.
AHDP	If the property participates in the Affordable Housing Disposition Program (AHDP), and this household's unit will count towards the set-aside requirements, mark the appropriate box indicting the household's designation.
Other	If the property participates in any other affordable housing program, complete the information as appropriate.

SIGNATURE OF OWNER/REPRESENTATIVE

It is the responsibility of the owner or the owner's representative to sign and date this document immediately following execution by the resident(s).

The responsibility of documenting and determining eligibility (including completing and signing the Tenant Income Certification form) and ensuring such documentation is kept in the tenant file is extremely important and should be conducted by someone well trained in tax credit compliance.

These instructions should not be considered a complete guide on tax credit compliance. The responsibility for compliance with federal program regulations lies with the owner of the building(s) for which the credit is allowable.

TENANT INCOME CERTIFICATION QUESTIONNAIRE

NAME: ______________________________	TELEPHONE NUMBER: ( )
☐ Initial Certification	BIN #______________
☐ Re-certification	
☐ Other	Unit #______________

INCOME INFORMATION

YES	NO		MONTHLY GROSS INCOME
☐	☐	I/we am self employed. (List nature of self employment) ______________________	(use net income from business) $__________
☐	☐	I/we have a job and receive wages, salary, overtime pay, commissions, fees, tips, bonuses, and/or other compensation: List the businesses and/or companies that pay you: Name of Employer 1)______________________ 2)______________________ 3)______________________	 $__________ $__________ $__________
☐	☐	I/we receive cash contributions of gifts including rent or utility payments, on an ongoing basis from persons not living with me.	$__________
☐	☐	I/we receive unemployment benefits.	$__________
☐	☐	I/we receive Veteran's Administration, GI Bill, or National Guard/Military benefits/income.	$__________
☐	☐	I/we receive periodic social security payments.	$__________
☐	☐	The household receives unearned income from family members age 17 or under (example: Social Security, Trust Fund disbursements, etc.).	$__________
☐	☐	I/we receive Supplemental Security Income (SSI).	$__________
☐	☐	I/we receive disability or death benefits other than Social Security.	$__________
☐	☐	I/we receive Public Assistance Income (examples: TANF, AFDC)	$__________
☐	☐	I/we am entitled to receive child support payments.	$__________
☐	☐	I/we am currently receiving child support payments. If yes, from how many persons do you receive support? ________	$__________
☐	☐	I/we am/are currently making efforts to collect child support owed to me. List efforts being made to collect child support: ______________________ ______________________	
☐	☐	I/we receive alimony/spousal support payments	$__________
☐	☐	I/we receive periodic payments from trusts, annuities, inheritance, retirement funds or pensions, insurance policies, or lottery winnings. If yes, list sources: 1)______________________ 2)______________________	 $__________ $__________
☐	☐	I/we receive income from real or personal property.	(use net earned income) $__________

Asset information

yes	no		Interest Rate	Cash Value
☐	☐	I/we have a checking account(s). If yes, list bank(s) 1)______________________ 2)______________________	 ______% ______%	 $__________ $__________
☐	☐	I/we have a savings account(s) If yes, list bank(s) 1)______________________	 ______%	 $__________

		2)_______________________________	______%	$____________
☐	☐	I/we have a revocable trust(s) If yes, list bank(s) 1)______________________________	______%	$____________
☐	☐	I/we own real estate. If yes, provide description: ____		$___________
☐	☐	I/we own stocks, bonds, or Treasury Bills If yes, list sources/bank names 1)______________________________ 2)______________________________ 3)______________________________	_____% _____% _____%	$___________ $___________ $___________
☐	☐	I/we have Certificates of Deposit (CD) or Money Market Account(s). If yes, list sources/bank names 1)______________________________ 2)______________________________ 3)______________________________	______% ______% ______%	$___________ $___________ $___________
☐	☐	I/we have an IRA/Lump Sum Pension/Keogh Account/401K. If yes, list bank(s) 1)______________________________ 2)______________________________	______% ______%	$___________ $___________
☐	☐	I/we have a whole life insurance policy. If yes, how many policies __________		$____________
☐	☐	I/we have cash on hand.		$____________
☐	☐	I/we have disposed of assets (i.e. gave away money/assets) for less than the fair market value in the past 2 years. If yes, list items and date disposed: 1)____ 2)____		$____________ $____________
☐	☐	Student financial aid (public or private, not including student loans)		$____________

STUDENT STATUS

YES	NO	
☐	☐	Does the household consist of persons who are all full-time students (Examples: College/University, trade school, etc.)?
☐	☐	Does your household anticipate becoming a full-time student household in the next 12 months?
☐	☐	If you answered yes to either of the previous two questions are you:
☐	☐	• Receiving assistance under Title IV of the Social Security Act (AFDC/TANF)
☐	☐	• Enrolled in a job training program receiving assistance through the Job Training Participation Act (JTPA) or other similar program
☐	☐	• Married and filing a joint tax return
☐	☐	• Single parent with a dependant child or children and neither you nor your child(ren) are dependent of another individual

Under penalties of perjury, I certify that the information presented on this form is true and accurate to the best of my/our knowledge. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information will result in the denial of application or termination of the lease agreement.

______________________________ ______________________________ _______________

PRINTED NAME OF APPLICANT/TENANT SIGNATURE OF APPLICANT/TENANT DATE

__________________________________ _______________

WITNESSED BY (SIGNATURE OF OWNER/REPRESENTATIVE) DATE

EXHIBIT F

2014 UNIT ALLOCATION AND RENTS [1]
AFFORDABLE UNIT DISTRIBUTION AND 2014 AFFORDABLE RENTS - POMONA PROPERTY

	TCAC	HOME	§50053	Existing Rent	Maximum Rent
30% TCAC / Low HOME					
3-Bdrm Unit - 341 Pomona B	$517	$977			$517
30% TCAC / Low HOME / VLI HCD					
2-Bdrm Unit - 325 Pomona C	$451	$849	$630		$451
2-Bdrm Unit - 534 Chandler F	$451	$849	$630		$451
40% TCAC / High HOME					
2-Bdrm Unit - 341 Pomona A	$635	$1,113			$635
40% TCAC / High HOME / Moderate HCD					
2-Bdrm Unit - 534 Chandler G	$635	$1,113	$1,504		$635
3-Bdrm Unit - 321 Pomona D	$729	$1,272	$1,663		$729
40% TCAC / High HOME / VLI HCD					
3-Bdrm Unit - 321 Pomona B	$729	$1,272	$691	$710	$691
50% TCAC / High HOME					
3-Bdrm Unit - 341 Pomona D	$941	$1,272			$941
50% TCAC / High HOME / VLI HCD					
2-Bdrm Unit - 371 Pomona C	$818	$1,113	$630	$932	$630
50% TCAC / High HOME / Moderate HCD					
2-Bdrm Unit - 321 Pomona C	$818	$1,113	$1,504	$645	$645
2-Bdrm Unit - 325 Pomona A	$818	$1,113	$1,504	$847	$818
2-Bdrm Unit - 534 Chandler B	$818	$1,113	$1,504	$890	$818
2-Bdrm Unit - 534 Chandler C	$818	$1,113	$1,504	$890	$818
2-Bdrm Unit - 534 Chandler E	$818	$1,113	$1,504	$890	$818
50% TCAC / Low HOME / VLI HCD					
1-Bdrm Unit - 534 Chandler H	$665	$706	$563	$650	$563
2-Bdrm Unit - 321 Pomona A	$818	$849	$630	$890	$630
2-Bdrm Unit - 371 Pomona A	$818	$849	$630		$630
60% TCAC / High HOME					
2-Bdrm Unit - 341 Pomona C	$1,002	$1,113		$1,200	$1,002
60% TCAC / High HOME / Moderate HCD					
1-Bdrm Unit - 534 Chandler A	$883	$923	$1,341	$580	$580
2-Bdrm Unit - 534 Chandler D	$1,058	$1,113	$1,504	$890	$890
2-Bdrm Unit - 534 Chandler J	$1,058	$1,113	$1,504	$1,002	$1,002
3-Bdrm Unit - 325 Pomona D	$1,153	$1,272	$1,663		$1,153
3-Bdrm Unit - 371 Pomona B	$1,153	$1,272	$1,663	$1,100	$1,100
3-Bdrm Unit - 371 Pomona D	$1,153	$1,272	$1,663	$1,100	$1,100
60% TCAC / High HOME / VLI HCD					
3-Bdrm Unit - 325 Pomona B	$1,153	$1,272	$691		$691

1 More restrictive of TCAC, HOME or RDA restrictions prevails; Pomona/Chandler units monthly utility allowances: $85/1-bdrm units, $99/2-bdrm units, $119/3-bdrm units.

Prepared by: Keyser Marston Associates, Inc.
Filename: LINC_1_2_15; Unit Allocation; jlr

EXHIBIT 14

OFFICIAL BUSINESS
Document exempt from recording
fees pursuant to Govt. Code § 6103

RECORDING REQUEST BY:
City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 91754-2896

WHEN RECORDED MAIL TO:
City of Monterey Park
City Clerk
320 W. Newmark Avenue
Monterey Park, CA 91754-2896

SPACE ABOVE THIS LINE RESERVED FOR RECORDERS USE

PARKING AND ACCESS COVENANT

(236 Ramona, Avenue, Monterey Park, California)

This Parking and Access Covenant ("Covenant") is entered into and effective this ___ day of _______________, 2015 (the "Effective Date"), by _________ ("Owner").

This Covenant is executed for the purpose of providing public parking access, including without limitation accessible parking, as required by the Development Agreement executed between the parties and recorded as Instrument No. XXX. Owner covenants and agrees as follows:

1. Owner grants to the City of Monterey Park, a general law city and municipal corporation ("City"), its tenants, subtenants, employees, contractors, agents, customers, and invitees perpetual, nonexclusive ingress and egress easements appurtenant to 236 Ramona Avenue in Monterey Park, California more specifically described in attached Exhibit "A," which is incorporated by reference (the "Property"), as a driveway, roadway, parking, including without limitation accessible parking, and entryway for the Property for ingress, egress and access. Specifically, Owner agrees to construct 19 public parking spaces at street parking level for use by the City and the general public as set forth in attached Exhibit "B," which is incorporated by reference.

2. Owner declares that this Covenant is for the benefit of City and is binding on Owner, runs with the Property, and benefits and will be binding upon each successive owner during its ownership of any portion of the Property and s binding upon each person having any interest in the Property.

3. This Covenant may only be changed by an instrument in writing signed by the owner and City and recorded in the public records of Los Angeles County, California.

4. This Covenant is governed and will be construed in accordance with California Law.

5. This Covenant (including its attached Exhibit) constitutes the entire Covenant and understanding between the parties with respect to the subject matter contained herein, and supersedes any

prior Covenant and understanding about the subject matter hereof. This Covenant may be modified or amended only by a written instrument executed by the parties hereto.

6. A fully executed counterpart of this Covenant must be recorded in the Office of the County Recorder of Los Angeles County, California.

7. If any legal action or any other proceeding is brought for the enforcement of this Covenant, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Covenant, the successful or prevailing party or parties is entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

IN WITNESS WHEREOF, the parties hereto have executed this Covenant and Covenant as of the date first written above.

_________________:
DATE

LINC-Monterey Park Apartments Housing Investors, LP,
a California limited partnership

By: LINC-Monterey Park Apartments, LLC,
a California limited liability company,
its Managing General Partner

By: LINC Community Development Corporation,
a California nonprofit public benefit corporation,
its Authorized Member

By: ___________________________
Suny Lay Chang
Senior Vice President and
Director of Housing Development

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On this ____ day of ________________, 20__, before me, ____ __________________, a Notary Public in and for the said County, duly commissioned, personally appeared__________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

Witness my hand and official seal.

Signature _______________________________________ (Seal)

Notary Public in and for the County of Los Angeles, State of California

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT C
March 2014 Development Agreement

DEVELOPMENT AGREEMENT

By and Between the

THE CITY OF MONTEREY PARK

and

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

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of MARCH 05 ——, 2014, by and between the **CITY OF MONTEREY PARK**, a municipal corporation and general law city ("City"), and LINC Community Development Corporation, a California Nonprofit Benefit Corporation ("Developer"). The Parties agree as follows:

RECITALS

The following recitals are a substantive part of this Agreement:

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

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

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

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

100. DEFINITIONS.

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

"Affordable Unit" is defined in Section 403.1 hereof.

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

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

"Best Knowledge" is defined in Section 208.1 hereof.

"Certificate of Completion" means the document which evidences the Developer's satisfactory completion of the Improvements, as set forth in Section 310 hereof, in the form of Exhibit No. 8 hereto which is incorporated herein.

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

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

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

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

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

"County" means Los Angeles County.

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

"Default" is defined in Section 501 hereof.

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

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

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

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

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

"Escrow" is defined in Section 202 hereof.

"Escrow Agent" is defined in Section 202 hereof.

"Exceptions" is defined in Section 203 hereof.

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

"Improvements" means the "project" as identified and analyzed in Resolution No. 11636, adopted on February 19, 2014, which is incorporated by reference and includes construction of the six affordable housing units on 236 South Ramona Avenue.

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

"Grant Deed" means the grant deed for the Conveyance of the Site from the City to the Developer, in substantially the form of Exhibit No. 5 hereto which is incorporated herein.

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

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

"Purchase Price" is defined in Section 201 hereof.

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

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

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

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

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

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

"State" means the State of California.

"Title Company" is defined in Section 203 hereof.

"Title Policy" is defined in Section 204 hereof.

"Transfer" is defined in Section 603.1 hereof.

200. CONVEYANCE OF THE SITE

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

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

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

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

201.3 Pay City the remaining $135,000 of the Ramona Purchase Price in accordance with the terms and conditions of the Loan Agreement set forth in attached Exhibit No. 3 and incorporated by reference. Unless otherwise provided by applicable law, City may only use these monies for General Fund revenue.

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

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

In installment payments in accordance with the Loan Agreement set forth in attached Exhibit No. 4 and incorporated by reference. Unless otherwise provided by applicable law, City may only use these monies for HOME Program Income Funds and Housing Successor Agency housing funds.

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

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

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

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

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

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

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

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

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

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

(f) Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an

IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) **[Intentionally Blank].**

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

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

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

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

206. Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

208. Condition of the Site.

208.1 Disclosure. City represents that to its Best Knowledge, other than the foregoing, it is not aware of and has not received any notice or communication from any government City having jurisdiction over the Site notifying City of the presence of surface or subsurface zone

Hazardous Materials in, on, or under the Site, or any portion thereof, except as may be set forth in the environmental reports which the City has submitted to the Developer before the Date of Agreement. "Best Knowledge" does not impose a duty of investigation, and is limited to the actual knowledge of City employees and agents who manage the Site or have participated in the preparation of this Agreement, and all documents and materials in the possession of the City.

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

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

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

208.5 Developer Precautions After Closing. Upon and after the Closing, Developer must take all necessary and reasonable precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Site. Such precautions must include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Developer must install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

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

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

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

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

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

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

300. DEVELOPMENT OF THE SITE

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

302. Design Review.

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

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

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

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

303. [Intentionally Blank.]

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

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

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

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

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

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

309. Compliance With Laws.

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

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

309.3 [Intentionally Blank.]

310. Certificate of Completion. At the request of the Developer, promptly after completion of all of the Improvements in conformity with this Agreement, the City must furnish the Developer with a "Certificate of Completion," substantially in the form of Exhibit No. 8 hereto which is incorporated herein by reference. The City cannot unreasonably withhold such Certificate of Completion. The Certificate of Completion is a conclusive determination of satisfactory completion of the Improvements and the Certificate of Completion must so state. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site covered by such Certificate of Completion cannot (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement except for those continuing covenants as described in Section 406 of this Agreement.

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

311. Financing of the Improvements.

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

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

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

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

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

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

400. COVENANTS AND RESTRICTIONS

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

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

500. DEFAULTS AND REMEDIES

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

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

California, Los Angeles County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

600. GENERAL PROVISIONS

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

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

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

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

603. Transfers of Interest in Site or Agreement.

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

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

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

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

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

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

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

An assignment and assumption agreement in form satisfactory to the City's legal counsel must also be required for all proposed Transfers. Within thirty (30) days after receiving Developer's written notice requesting City approval of a Transfer pursuant to this Section, City must either approve or disapprove such proposed assignment or must respond in writing by stating what further information, if any, City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, Developer must promptly furnish to City such further information as may be reasonably requested.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

By: ______________________
Paul Talbot, City Manager

ATTEST:

____
Vincent Chang, City Clerk

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

By: ______________________
Karl H. Berger,
Assistant City Attorney

DEVELOPER:

LINC COMMUNITY DEVELOPMENT CORPORATION,

By: Suny Lay Chang

Name: Suny Lay Chang

Title: Senior Vice President and Director of Housing Development

Date: 3/4/2014

EXHIBIT NO. 1

SITE MAPS

SEE ATTACHED

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

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

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

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

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

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

EXHIBIT NO. 2

LEGAL DESCRIPTION OF SITE

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

321 E. Pomona Avenue:

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

Assessor's Parcel Number: 5265-015-900

325 E. Pomona Avenue:

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

Assessor's Parcel Number: 5265-015-903

341 E. Pomona Avenue:

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

Assessor's Parcel Number: 5265-015-902

371 E. Pomona Ave:

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

Assessor's Parcel Number: 5265-015-901

534 N. Chandler Avenue:

Parcel 1:
The North 52.50 feet of Lot 262, of Ramona Acres Plat No. 2, in the City

of Monterey Park, County of Los Angeles, State of California, as per map recorded in Book 16, Pages 134 and 135 of Maps, in the Office of the County Recorder of said County.

Parcel 2:

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

Assessor's Parcel Number: 5256-008-900

236 S. Ramona Avenue

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

Except therefrom the East 240 feet thereof.

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

Assessor's Parcel Number: 5257-013-900

EXHIBIT NO. 3

LOAN AGREEMENT -236 S. RAMONA AVENUE

EXHIBIT NO. 4

LOAN AGREEMENT - 321,325,341,371 E. POMONA AVENUE AND 534 N. CHANDLER

EXHIBIT NO. 5

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

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

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

By: ______________________________

Paul Talbot, City Manager

ATTEST:

____

Secretary

APPROVED AS TO FORM:

____

Karl H. Berger, City Counsel

DEVELOPER: LINC Community Development Corporation

By: ___________________________________

By: ___________________________________

ATTACHMENT "A"

LEGAL DESCRIPTION OF SITE

236 S. Ramona Avenue

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

Except therefrom the East 240 feet thereof.

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

Assessor's Parcel Number: 5257-013-900

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

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

personally appeared ______________________________________,

☐ personally known to me

-or-

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

WITNESS my hand and official seal.

____
Signature Of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

____
Title(s)

☐ Partner(s) ☐ Limited
☐ General

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

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

____

____

DESCRIPTION OF ATTACHED DOCUMENT

____
Title Or Type Of Document

____
Number Of Pages

____
Date Of Document

____
Signer(s) Other Than Named Above

EXHIBIT NO. 6

SCHEDULE OF PERFORMANCE

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

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

EXHIBIT NO. 7

SCOPE OF DEVELOPMENT

SEE ATTACHED

LINC Housing

Mosaic Gardens at Monterey Park

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

Property Location Map:

Properties:

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

LINC Housing

Existing Apartment Buildings:





EXHIBIT NO. 8

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

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

CERTIFICATE OF COMPLETION

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

RECITALS

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

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

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

NOW, THEREFORE, the City hereby certifies as follows:

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

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

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

By: ______________________________

Paul Talbot, City Manager

ATTEST:

____

Secretary

APPROVED AS TO FORM:

____

Karl H. Berger,

APPROVED BY DEVELOPER:

__________, a

By: ______________________________

By: ______________________________

ATTACHMENT "A"

SITE DESCRIPTION

236 S. Ramona Avenue

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

Except therefrom the East 240 feet thereof.

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

Assessor's Parcel Number: 5257-013-900

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

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

personally appeared ______________________________,

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

WITNESS my hand and official seal.

____
Signature Of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

____
Title(s)

☐ Partner(s) ☐ Limited
☐ General

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

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

____

____

DESCRIPTION OF ATTACHED DOCUMENT

____
Title Or Type Of Document

____
Number Of Pages

____
Date Of Document

____
Signer(s) Other Than Named Above

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

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

personally appeared ______________________________________,

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

WITNESS my hand and official seal.

____
Signature Of Notary

OPTIONAL

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

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

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

____

____

DESCRIPTION OF ATTACHED DOCUMENT

____
Title Or Type Of Document

____
Number Of Pages

____
Date Of Document

____
Signer(s) Other Than Named Above

EXHIBIT D
Agreement for Home/CHDO Funds

AGREEMENT FOR HOME/CHDO FUNDS
BETWEEN
CITY OF MONTEREY PARK
AND
LINC COMMUNITY DEVELOPMENT CORPORATION

THIS AGREEMENT FOR HOME/CHDO FUNDS ("Agreement") is made this 22 day of July, 2013, by and between the **City of Monterey Park**, a municipal corporation (hereinafter referred to as the "CITY"), and **LINC Community Development Corporation**, a California nonprofit public benefit corporation (hereinafter referred to as the "AWARDEE").

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds ("HOME FUNDS")from the U.S. Department of Housing and Urban Development ("HUD"), including funds that are reserved for the use of Community Housing Development Organizations ("CHDOs"); and

WHEREAS, the AWARDEE has been certified with the CITY as a CHDO, and has submitted a proposal for use of HOME entitlement and CHDO-reserved funds for a CHDO-eligible PROJECT under HOME (as defined below) regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the exhibits attached hereto, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **CITY** - is defined above and for the purposes of this Agreement and all administration of HOME FUNDS, the Community Development Director of the CITY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this Agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the AWARDEE from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **FUNDS and HOME FUNDS** - shall be used throughout this Agreement to refer to the amount of HOME FUNDS the CITY agrees to provide to AWARDEE, subject to the terms and conditions of this AGREMENT, and which amount the AWARDEE agrees to accept in consideration for its agreement to cause the WORK to be completed.

C. **WORK** – is defined in **Section III – Scope of Work**, below.

D. **PROJECT** – is defined in **Section III – Scope of Work**, below.

E. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. §§ 3535 (d) and 12701 - 12839.

Section II – Term

The AWARDEE expressly agrees to cause the WORK to be completed in accordance with the timetable described in the attached **Exhibit 1 – Project Implementation Timeline**, which by this reference is incorporated herein as if fully set forth.

In addition, the AWARDEE shall comply with all HOME requirements for the minimum 20-year HOME compliance period commencing from the date of initial occupancy of the PROJECT. During the 20-year minimum HOME compliance period, the AWARDEE will assure continued compliance with HOME requirements. For rental units, this includes ongoing property standards, occupancy and rent limits compliance. In addition to complying with the 20-year HOME compliance period, AWARDEE shall record a TCAC affordability covenant that requires that the units in the PROJECT shall be maintained as affordable units for a period of 55 years. Notwithstanding the foregoing, the HOME FUNDS advanced by the CITY to the AWARDEE hereunder for the PROJECT will be evidenced by a note with a term of 30 years

Timely completion of the work specified in this Agreement is an integral and essential part of the AWARDEE's performance hereunder. The expenditure of HOME FUNDS is subject to Federal deadlines and could result in the loss of the Federal funds. CITY must commit the HOME FUNDS within 2 years and expend the HOME FUNDS within 5 years from the date of award from HUD. By the acceptance and execution of this Agreement, it is understood and agreed by the AWARDEE that the PROJECT will be completed as expeditiously as possible and that the AWARDEE will make every effort to ensure that the PROJECT will proceed and will not be delayed. The AWARDEE's failure to meet these deadlines can result in cancellation of this Agreement and the revocation of HOME FUNDS.

The AWARDEE acknowledges that time is of the essence as regards this Agreement. The AWARDEE shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to WORK required by this Agreement to ensure that the PROJECT will be completed according to the timetable set forth herein. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the CITY and enforceable by the CITY against the AWARDEE and its successors and assigns to the PROJECT or any part thereof or any interest therein.

In the event the AWARDEE is unable to meet the above schedule or cause the WORK to be completed because of delays resulting from Acts of God, untimely review and approval by the CITY and/or other governmental authorities having jurisdiction over the PROJECT, or other delays that are not within the reasonable control of the AWARDEE, the CITY shall grant a reasonable extension of time for completion of the WORK so long as the HOME FUNDS remain available pursuant to HUD regulations and determinations. It shall be the responsibility of the AWARDEE to notify the CITY within 15 days in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

The AWARDEE, in close coordination with the CITY, shall cause such action and professional services to be performed, during both the pre-development and development phases (collectively, the "WORK") as are necessary to complete the acquisition, construction and occupancy of the following PROJECT in full compliance with the terms of this Agreement in strict accordance with the attached **Exhibit 5 – Scope of Work**, which by this reference is hereby incorporated as if fully set forth.

As provided in **Exhibit 5 – Scope of Work**, the AWARDEE will acquire and construct six (6) rental units on the property in the City of Monterey Park to create stable, affordable rental housing options for low to moderate income persons or families (collectively, the "PROJECT").

It is understood that the AWARDEE will provide the CITY a specific working budget and realistic timetable as relates to: acquisition, construction, soft costs, development fees and other allowable costs/activities prior to acquiring the PROJECT. Said budget shall identify all sources and uses of funds, allocate HOME FUNDS and non-HOME FUNDS to activities or line items, and such other information as may be reasonably requested by the CITY. Pre-development costs funded under this Agreement shall be consistent with Exhibit 6, LINC Pro-forma.

The aforementioned WORK tasks will be performed in essentially the manner proposed in the AWARDEE's proposal received by the CITY in July, 2013. The aforementioned proposal will be considered to be a part and portion of this Agreement as described in the attached **Exhibit 6 – LINC Pro Forma (July, 2013)**, which by this reference is incorporated herein as if fully set forth.

Section IV – Disbursement of Funds

A. FUNDS for the PROJECT shall be disbursed by the CITY based on vouchers submitted by the AWARDEE for actual costs (other than developer fee) incurred or paid. Requests for payment must be submitted by the AWARDEE on forms specified by the CITY, with adequate and proper documentation of eligible costs incurred in compliance with 24 CFR § 92.206 and necessary for HUD IDIS disbursement requirements. All such costs shall be in conformance to the approved PROJECT budget or to Exhibit 6, LINC Pro-forma, as applicable. Payment(s) will occur per the CITY'S regular accounting schedule but will not exceed 30 days from date CITY receives requests for payment. Budget revision and approval shall be required prior disbursing FUNDS for costs not conforming to the approved PROJECT budget.

B. The CITY shall disburse to the AWARDEE, as maximum funding for the PROJECT and WORK, the sum of Eight Hundred Thirty Four Thousand Eight Hundred Thirty Three Dollars ($834,833) of HOME FUNDS in accordance with the attached **Exhibit 2 – Project Budget**, which by this reference is incorporated herein as if fully set forth.

C. The CITY shall have the right to inspect the AWARDEE's books and records and PROJECT sites to determine that payment requests are reasonable. The CITY may withhold payment of any request submitted by the AWARDEE hereunder until adequate documentation has been provided and reviewed by the CITY.

D. The AWARDEE may submit a final invoice upon completion of the WORK. Final payment shall be made within 30 days after the CITY has determined that all WORK has been performed, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

E. The CITY shall have the right to review and audit all records of the AWARDEE pertaining to any payment of the HOME FUNDS by the CITY hereunder. The AWARDEE shall maintain such records for a period of five years after completion of the Work.

Section V – Project Requirements

The AWARDEE agrees to comply with all requirements of the HOME program as stated in 24 CFR Part 92, including but not limited to the following.

A. No funds may be committed to a HOME activity or PROJECT before the completion of the environmental review and necessary PROJECT approvals, subject to all applicable laws, and approval of the request for release of funds and related certification, except as authorized by 24 CFR Part 58. The environmental review pursuant to the California Environmental Quality Act ("CEQA Review) and PROJECT land use entitlements may result in a decision to proceed with, modify or cancel the PROJECT

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of the CEQA Review and approval of the PROJECT land use entitlements, which are subject to the review and approval of the City in its sole and absolute discretion, and receipt by the CITY of a release of funds from HUD under 24 CFR Part 58.

Further, the AWARDEE will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance by the CITY and release of funds from HUD, and acknowledges that the violation of this provision may result in the denial of any funds under the Agreement.

B. The HOME FUNDS advanced by the CITY to the AWARDEE hereunder for the PROJECT will be evidenced by a note and secured by a deed of trust, and in the case of a rental project, a deed covenant as required by 24 CFR Part 92, in a form subject to the City's approval consistent with Council approval of the Project. The note shall have a term of 30 years. The AWARDEE acknowledges and agrees HUD regulations provide that HOME-assisted rental housing units for the PROJECT must meet, among other things, certain affordability requirements for not less than the applicable period specified therein. The AWARDEE further acknowledges and agrees that these affordability requirements must be imposed by deed restrictions, covenants running with the land, or other mechanisms approved by HUD. In compliance with HUD regulations, and as a material inducement to the CITY to enter into this Agreement, the AWARDEE will execute and deliver, in recordable form, an Agreement Containing Covenants Affecting Real Property

(Including Rental Restrictions) and the AWARDEE agrees to cause an Agreement Containing Covenants Affecting Real Property (Including Rental Restrictions) to be recorded by the County Recorder of Los Angeles County in the deed records concurrently with the execution of the note evidencing the HOME FUNDS and the deed of trust securing repayment thereof.

C. The AWARDEE will ensure that any expenditure of HOME FUNDS will be in compliance with the requirements at 24 CFR § 92.206, and acknowledges that HOME FUNDS will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

D. If the PROJECT is to be rental, the AWARDEE will ensure that that PROJECT is eligible under 24 CFR § 92.214, and that it will meet the applicable standards of 24 CFR §§ 92.252 – 253 at occupancy and for the minimum compliance period as provided in attached **Exhibit 3 – HOME Rent Restrictions**, which by this reference is incorporated herein as if fully set forth.

E. The AWARDEE represents and warrants that the designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 24 CFR § 92.252 (rental), as applicable, for the minimum 20-year HOME compliance period. The AWARDEE shall collect and maintain PROJECT beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD Technical Guide for Determining Income and Allowances Under the HOME Program as set forth in attached **Exhibit 4 – HUD Incomes**, which by this reference is incorporated herein as if fully set forth.

F. In the selection of occupants for PROJECT units, the AWARDEE shall comply with all nondiscrimination requirements of 24 CFR § 92.350. If the PROJECT consists of 5 or more units, the AWARDEE will implement affirmative marketing procedures as required by 24 CFR § 92.351. Such procedures must be submitted to CITY for approval prior to engaging in any such marketing.

G. If the PROJECT is occupied upon execution of this Agreement, the AWARDEE will comply with the relocation requirements of 24 CFR § 92.353.

H. The AWARDEE shall assure compliance with 24 CFR § 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR § 92.251(a)(3), as may be applicable, and Lead Based Paint Requirements as found in 24 CFR § 92.355 and 24 CFR Part 35.

I. The AWARDEE will promptly provide any documentation requested by the CITY regarding matching requirements to document the type and amount of match contributions for the PROJECT for purposes of the HOME program.

J. If the PROJECT under this Agreement involves the construction or rehabilitation of 12 or more HOME-assisted units, the AWARDEE shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276 a to a - 7) as supplemented by CITY of Labor regulations (29 CFR Part 5), as amended.

K. If the PROJECT is sold through a lease-purchase agreement, the AWARDEE will ensure compliance with 24 CFR § 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 599B.

L. The AWARDEE will properly document for monitoring, by the CITY for compliance with the regulations of 24 CFR § 92.508 for the 20-year HOME compliance period specified in Section II above. The AWARDEE will provide reports and access to project files as requested by the CITY during the pendency of the PROJECT and for five (5) years after completion and closeout of this Agreement. For rental housing projects, records may be retained for five years after the PROJECT completion date; except that records of individual tenant income verifications, PROJECT rents and PROJECT inspections must be retained for the most recent five-year period, until five years after the affordability period terminates.

Section VI – Repayment of Funds

A. All HOME FUNDS are subject to repayment by the AWARDEE in the event the AWARDEE fails to comply with, or the PROJECT does not meet, the requirements of this Agreement.

B. The AWARDEE acknowledges and agrees that upon the completion of the PROJECT, any HOME FUNDS reserved but not expended by the AWARDEE under this Agreement will revert to the CITY.

C. The HOME FUNDS require a minimum 20-year affordability period. If the PROJECT is sold by the AWARDEE and ownership is transferred or refinanced to a third party without the approval of the CITY, the HOME FUNDS shall become immediately due and payable. Sale of the property to another party during such minimum 20-year period may occur only with the prior written approval of the CITY, which may be withheld in the City's sole discretion, and the third party purchaser shall agree to assume all obligations of the AWARDEE under this Agreement, the note, deed of trust, and the deed covenants. Provisions in those documents will provide for the extinguishment of the requirements of this Agreement only in the event of a third-party foreclosure or deed in lieu of foreclosure.

Section VII – CHDO Provisions

The AWARDEE hereby represents, warrants, and certifies that the AWARDEE is and will maintain its status as a CHDO (Community Housing Development Organization) for the term of this Agreement in accordance with 24 CFR Part 92. The AWARDEE agrees to provide information annually to CITY in order to be recertified as a CHDO. AWARDEE must notify CITY of any changes, including but not limited to an annual board roster and if its charter or by-laws are amended. Every three years, the AWARDEE acknowledges that the AWARDEE must be certified as a CHDO by the City Council of the City of Monterey Park.

Any funds advanced by the CITY to the AWARDEE as CHDO pre-development funds must be in compliance with 24 CFR § 92.301, and may be forgivable by the CITY only under the terms in 24 CFR § 92.301.

Any funds advanced by the CITY to the AWARDEE as CHDO operating expenses must be expended by the AWARDEE in compliance with 24 CFR § 92.208.

Any funds that the AWARDEE is permitted to retain as CHDO proceeds from the PROJECT shall be used in compliance with 24 CFR § 92.300(a)(2) or as specified in this Agreement.

If the PROJECT is to be rental, the AWARDEE will create and follow a tenant participation plan as required in 24 CFR § 92.303.

Section VIII – Procurement Standards

The AWARDEE shall establish procurement procedures to ensure that materials and services for the PROJECT are and will be obtained in a cost-effective manner. When procuring for services to be provided under this Agreement, the AWARDEE shall comply at a minimum with the nonprofit procurement standards at 24 CFR §§ 84.40 - 84.48.

In addition, the AWARDEE acknowledges that if the AWARDEE can be considered to be a religious organization then the AWARDEE shall abide by all portions of 24 CFR § 92.257.

Section IX – Conflict of Interest Provisions

The AWARDEE warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its obligations hereunder. The AWARDEE further warrants and covenants that in the performance of this Agreement, no person having such conflict of interest shall be employed by the AWARDEE.

The AWARDEE acknowledges that HOME conflict of interest provisions, as stated in 24 CFR § 92.356, apply to the award of any contracts under this Agreement and the selection of tenant households to occupy HOME-assisted units.

The AWARDEE further acknowledges that no employee, agent, consultant, elected official, or appointed official of the CITY or AWARDEE may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the AWARDEE or CITY, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with HOME projects or programs administered by the AWARDEE or CITY, including:

   a. Occupancy of a rental housing unit in a HOME-assisted rental project;
   b. Receipt of HOME tenant-based rental assistance;
   c. Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
   d. Receipt of HOME homebuyer acquisition assistance; or
   e. Receipt of HOME owner-occupied rehabilitation assistance.

f. Receipt of HOME Funds for purposes of undertaking any activities, including but not limited to design, architectural, or construction services related to the Project.

This prohibition does not apply to an employee or agent of the AWARDEE who occupies a HOME assisted unit as the on-site project manager or maintenance worker.

In addition, no Member of Congress of the United States, official or employee of HUD, or official or employee of the CITY shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the AWARDEE in writing to the CITY. The AWARDEE must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The CITY may grant exceptions or forward the requests to HUD as permitted by 24 CFR §§ 92.356, 85.36 and 84.42, as may be applicable.

Section X – City Responsibilities

The CITY shall furnish the AWARDEE with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the AWARDEE information regarding its requirements for the PROJECT.

B. The CITY will provide the AWARDEE with any changes in HOME regulations or program limits that affect the PROJECT, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the PROJECT, and will provide information to the AWARDEE regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

Nothing contained herein shall relieve the AWARDEE of any responsibility as provided under this Agreement.

Section XI – Equal Employment Opportunity

During the performance of this Agreement, the AWARDEE agrees as follows:

A. The AWARDEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The AWARDEE will take affirmative action to ensure the applicants are considered for employment, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action 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. The AWARDEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

B. The AWARDEE will, in all solicitations or advertisements for employees placed by or on behalf of the AWARDEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The AWARDEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the AWARDEE's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The AWARDEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

E. The AWARDEE will furnish to the CITY all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the CITY and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

F. In the event the AWARDEE is found by the CITY to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AWARDEE may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the U.S. Secretary of Labor or as otherwise provided by law.

G. The AWARDEE will include the provisions of paragraphs (A) through (G) of this Section XI in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AWARDEE will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the AWARDEE becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the AWARDEE may request the United States to enter into such litigation to protect the interest of the United States.

Section XII – Labor, Training & Business Opportunity

The AWARDEE agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. The AWARDEE acknowledges that the WORK to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC § 1701u, as well as any and all applicable amendments thereto. The AWARDEE further acknowledges that such Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low- and moderate-income residents of the PROJECT area, and that contracts for work in connection with the PROJECT be awarded to business concerns which are located in, or owned in substantial part by persons residing in the PROJECT area.

B. The AWARDEE shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development as set forth in Title 24 of the Code of Federal Regulations as well as any and all applicable amendments thereto prior to the execution of this Agreement or during the term of this Agreement. The AWARDEE certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The AWARDEE will include this Section 3 clause in every subcontract for work in connection with the PROJECT and will, at the direction of the CITY, take appropriate action against the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the U.S. Secretary of Housing and Urban Development, in Title 24 of the Code of Federal Regulations. The AWARDEE will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under Title 24 of the Code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. The AWARDEE acknowledges and agrees that compliance with the provisions of Section 3, the regulations set forth in Title 24 of the Code of Federal Regulations and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement shall be a condition precedent to federal financial assistance being provided by the CITY to the PROJECT as well as a continuing condition, binding upon the AWARDEE, its successors, and assigns. The AWARDEE's failure to fulfill these requirements shall subject the AWARDEE, its contractors and subcontractors, its successors and assigns to those sanctions specified by Title 24 of the Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIII – Compliance with Federal, State & Local Laws

The AWARDEE covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state, local and federal governments, and all amendments thereto, including, but not limited to: Title 8 of the Civil Rights Act of 1968, P.L. 90-284; Executive Order 11063 on Equal Opportunity and Housing; Section 3 of the Housing and Urban Development Act of 1968; Housing and Community Development Act of 1974; as well as all requirements set forth in 24 CFR Part 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM.

The AWARDEE agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection CITY regulations (40 CFR Part 15).

The AWARDEE further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000. The AWARDEE also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIV – Suspension & Termination

In accordance with 24 CFR § 85.43, suspension or termination may occur if the AWARDEE materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR § 85.44.

If, through any cause, the AWARDEE shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the AWARDEE shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement upon not less than ten (10) days written notice to the AWARDEE of such termination specifying the effective date thereof. In such event, the AWARDEE shall be entitled to receive just and equitable payment for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the AWARDEE shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement by the AWARDEE and the CITY may withhold any payments to the AWARDEE for the purpose of setoff until such time as the exact amount of damages due the CITY from the AWARDEE is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience of the CITY

The CITY may terminate this Agreement for its convenience at any time by giving at least thirty (30) days notice in writing to the AWARDEE. If the Agreement is terminated by the CITY, as provided herein, the City will reimburse the AWARDEE from HOME FUNDS for any actual and approved costs incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the AWARDEE will receive a portion of the FUNDS which bear the same ratio to the total FUNDS as the WORK actually performed bears to the total WORK to be performed pursuant to this Agreement, less payments of compensation previously made. Claims and disputes between the parties will be resolved by binding arbitration held in accordance with the rules of the Judicial Arbitration and Mediation Services, Inc. (JAMS) with the venue for such arbitration to be in Los Angeles County. Any award or judgment rendered pursuant to such arbitration may be entered in any court in Los Angeles County having jurisdiction thereof.

Section XVI – Default-Loss of Funds

If the AWARDEE fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of this Agreement, and more particularly if the AWARDEE refuses or fails to proceed with the WORK with such diligence as will ensure its completion within the time fixed by the schedule set forth in **Exhibit 1 – Project Implementation Timeline** of this Agreement, the AWARDEE shall be in default under this Agreement. . If, upon written notice of default given by the CITY to the AWARDEE, the AWARDEE fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the CITY, may terminate and cancel this Agreement upon not less than ten (10) days notice.

In the event of such termination, all FUNDS awarded to the AWARDEE for the PROJECT pursuant to this Agreement shall be immediately revoked and any approvals related to the PROJECT shall be deemed revoked and canceled immediately without further notice. In such event, the AWARDEE acknowledges and agrees that the AWARDEE will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this Agreement.

Such termination shall not affect or terminate any of the rights of the CITY as against the AWARDEE then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under law and the note and deed of trust (if in effect), including but not limited to a cause of action for specific performance to compel the AWARDEE to complete the PROJECT in accordance with the terms of this Agreement, in a court of equity.

Section XVII – Reporting Responsibilities

The AWARDEE agrees to submit report(s) required by HUD or the CITY to the CITY in a timely manner.

The CITY will send the AWARDEE one reminder notice if the report(s) has not been received within fourteen (14) days after the due date. If the AWARDEE has not submitted a report fourteen (14) days after the date on the reminder notice, the AWARDEE shall be in default under this Agreement. In addition, the AWARDEE agrees to provide the CITY information as required to determine program eligibility and financial records pertinent to the PROJECT.

Section XVIII – Inspection, Monitoring & Access to Records

The CITY shall have the right to inspect, monitor, and observe work and services performed by the AWARDEE at the PROJECT at any and all reasonable times upon not less than 24 hours notice.

The CITY shall have the right to audit the records of the AWARDEE any time during the performance of this Agreement and for a period of five years after final payment is made under this Agreement.

If required, the AWARDEE must provide the CITY with a certified audit of the AWARDEE's records representing the fiscal year during which the PROJECT becomes complete whenever the FUNDS amount listed in SECTION VII equals or exceeds $300,000, pursuant to the requirements of OMB Circular A-133.

The CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives or agents, shall have right to inspect any books, documents, papers, and electronic records of the AWARDEE or its contractors, wherever located, which are directly pertinent to the PROJECT for the purpose of making audit, examination, copies, excerpts, and transcriptions as provided under this Agreement.

Section XIX – General Conditions

A. All notice or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, by any reputable overnight courier service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; if by reputable overnight courier, on the day of delivery; or, if by registered mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY:	AWARDEE:
City of Monterey Park 320 W. Newmark Avenue Monterey Park, California 91754 Attn: City Manager	LINC Community Development Corporation 110 Pine Ave., Suite 500 Long Beach, California 90802 Attn: Suny Lay Chang, SVP and Director of Housing Development

B. Title and paragraph headings are merely for convenience and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any exhibits, the terms in this Agreement shall control.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. This Agreement shall be construed under and enforced according to the laws of the State of California and the Los Angeles Superior Court shall have jurisdiction over any dispute arising from or relating to this Agreement.

F. Should any provisions, paragraphs, sentences, words, or phases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of California or under any rule or ordinance of the City of Monterey Park, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The AWARDEE shall comply with the provisions of the Copeland Anti-Kickback Act (18 U.S.C. 874) and the regulations promulgated by the U.S. Department of Labor in 29 CFR Part 3, as amended.

H. The AWARDEE shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) and the regulations promulgated by the U.S. Department of Labor in 29 CFR Part 5, as amended.

I. The AWARDEE further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this Section XIX in every nonexempt subcontract. The AWARDEE also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. Subject to the provisions of paragraph (J) above, this Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

K. The AWARDEE agrees to indemnify, hold harmless and defend the CITY (with counsel selected by the CITY) and its elected officials, officers, and employees from and against any and all claims, actions, losses, damages, or liabilities arising from the AWARDEE's acts, errors or omissions in connection with the AWARDEE's performance or obligations under this Agreement and for any costs or expenses, including reasonable attorneys fees and costs, incurred by the CITY on account of any such claims, actions, losses, damages or liabilities. The AWARDEE shall promptly notify the CITY in writing of the occurrence of any such claims, actions, losses, damages, or liabilities.

L. The AWARDEE and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to State Compensation benefits as an employee of the CITY.

M. Funding for this Agreement is contingent on the availability of funds from HUD under the HOME program and continued authorization for such activities is subject to amendment or termination due to lack of funds, or re-authorization, reduction of funds, and/or change in regulations.

N. This Agreement was jointly drafted by the parties and this Agreement shall not be construed or interpreted against either party hereto based upon its drafting.

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

City of Monterey Park
a municipal corporation

Paul Talbot, City Manager
Date: 7/30/13

LINC Community Development Corporation
a California nonprofit public benefit corporation

Suny Lay Chang, SVP and Director of Housing Development
Date:

ATTEST:

Vincent D.Chang , City Clerk
Date: 07/31/13

(SEAL)

APPROVED AS TO FORM:

Mark Hensley, City Attorney
Date:

EXHIBIT 1

PROJECT IMPLEMENTATION TIMELINE
(Subject to change with CITY approval)

Action	Date
1. City Council approval of HOME Fund Agreement	July 2013
2. AWARDEE executes Purchase Agreement with Owner of Site and opens escrow.	October 2013
3. AWARDEE engages its own environmental consultant(s) to make such investigations as AWARDEE deems necessary, including a Lead-Based Paint and Asbestos investigations of the Property and shall promptly provide the CITY with a copy of all reports and test results provided by the AWARDEE's Environmental Consultant (the "AWARDEE's Environmental Report").	Within 60 days of opening escrow, but no later than February 2014
4. AWARDEE provides CITY with copy of Appraisal Report and Voluntary Transaction Letter.	Not later than December 2013.
5. The AWARDEE submits to the CITY for review and approval a Site/Landscape Plan, Scope of Work, Cost Estimate and related information containing the overall plan for development of the Site.	August/September 2013
6. Planning Commission review and action re CEQA review and land use entitlements provided all information is to City.	October 2013
7. City Council review and action regarding the CEQA review and land use entitlements.	January 2014
8. AWARDEE shall commence WORK relating to the Property.	July 2014
9. AWARDEE shall complete the Construction of the property.	August 2015
10. Issuance of Certificate of Completion.	Final Certificate of Completion to be issued within forty-five (45) days of completion of construction.

EXHIBIT 2

PROJECT BUDGET

Pursuant to the terms and conditions of this Agreement, the maximum amount of HOME FUNDS that the CITY will disburse for AWARDEE's pre-development, acquisition and construction cost of the six (6) units on the PROPERTY is Eight Hundred Thirty Four Thousand Eight Hundred Thirty Three Dollars ($834,833). The City shall have no obligation to provide any other funds to AWARDEE for the PROJECT.

It is understood that once the property is acquired, AWARDEE will provide the CITY a specific working budget as it relates to: construction, soft costs, development fees and other allowable costs/activities prior to acquisition. Said budget shall identify all sources and uses of funds, allocate HOME and non-HOME FUNDS to activities or line items, and such other information as may be reasonably requested by the CITY. Pre-development costs funded under this Agreement shall be for activities that are consistent with the information in Exhibit 6, LINC Proforma.

EXHIBIT 3

HOME RENT RESTRICTIONS

Los Angeles-Long Beach SMSA, CA

	Efficiency	1-BR	2-BR	3-BR	4-BR
50% Low Monthly HOME Rent:	$738	$791	$951	$1096	$1222
65% High Monthly HOME Rent:	$940	$1008	$1212	$1391	$1533

The City's current applicable Utility Allowance must be subtracted from the low HOME rent in order to determine the actual maximum rent unless the owner pays for all utilities.

Effective April/2013 (updated annually by HUD)

EXHIBIT 4

HUD INCOMES

Number of Persons in Your Household: **(Fiscal Year 2013 Limits)**								
Persons in Household	1	2	3	4	5	6	7	8
EXTREMELY LOW INCOME (NOT TO EXCEED 30%)	$17,400	$19,900	$22,400	$24,850	$26,850	$28,850	$30,850	$32,850
LOW INCOME (31-50%)	$29,000	$33,150	$37,300	$41,400	$44,750	$48,050	$51,350	$54,650
MODERATE INCOME (50-80%)	$46,400	$53,000	$59,650	$66,250	$71,550	$76,850	$82,150	$87,450

FY 2013 Income Limits (updated annually by HUD)

EXHIBIT 5

SCOPE OF WORK

PROJECT Definition

Acquisition and Construction on New Affordable Rental Units

The AWARDEE is proposing to acquire and construct a 6 unit rental property in the City of Monterey Park. The property is located at 236 Ramona Avenue.

In the event that AWARDEE is unable to purchase this property, AWARDEE may identify an equivalent property to acquire and construct in the City of Monterey Park. AWARDEE will provide the City with specific addresses and detailed information on each proposed property and must receive City approval prior to entering into any agreement to purchase said properties.

AWARDEE is also seeking to purchase 25 units located at 321 E. Pomona Boulevard, 325 E. Pomona Boulevard, 341 E. Pomona Boulevard, 371 E. Pomona Boulevard, and 534 N. Chandler Avenue, Monterey Park, California based upon the terms and conditions set forth by the City Council at its July 22, 2013, meeting. City and AWARDEE will attempt to negotiate an agreement for this purchase concurrent with the environmental review and PROJECT entitlements but it is understood that both parties must agree in their respective sole and absolute discretion upon the terms and conditions of such sale and that the purchase and sale agreement must be approved by the City Council as a condition of the AWARDEE receiving the HOME FUNDS contemplated by this Agreement.

After completion, AWARDEE will provide the necessary rehabilitation to ensure that the form and function of each unit supports the residents and meets local housing codes. This property will produce 6 affordable units for a minimum of 20 years.

EXHIBIT 6

LINC PRO FORMA
(July 2013)

Attached.

Mosaic Gardens at Monterey Park

Prepared For:	LINC Housing
Prepared By:	California Housing Partnership Corporation
Version:	Feasibility Version 9.0
Revised:	July 25, 2013
Notes:	*75% of new construction land value as City payment*

SOURCES OF FUNDS

PAGE I

PERMANENT

	AMOUNT	INT RATE	TERM (Yr)	COMMENTS	
Conventional Permanent	969 968	6 00%	30		
City of Monterey Park - HOME	834 833	3 00%	55		
City of Monterey Park - Land/ Seller Note	187 438	3 00%	55		
City of Monterey Park - Existing Properties/Seller Note	2 018 000	3 00%	30	*Land Payment to City $562,314*	
Capital Contributions					
General Partner	0			GP % ownership	0 01%
Limited Partners	3 820 958			LP % ownership	99.99%
				Credit pricing	$1.00
TOTAL SOURCES	**7,831,197**				
TOTAL PERMANENT USES *(residential)*	**7,831,197**				
Surplus/(Shortfall)	*0*				

CONSTRUCTION

	AMOUNT	INT RATE	TERM (Mo.)
Bank Construction Loan	3 778 375	4 00%	16
City of Monterey Park - HOME	834 833	3 00%	16
City of Monterey Park - Land/ Seller Note	187 438	3 00%	16
City of Monterey Park - Existing Properties/Seller Note	2 018 000	3 00%	16
Costs Deferred Until Completion*	439 551		
Capital Contributions			
General Partner	0	0 00%	
Limited Partners	573 000	0 00%	
TOTAL SOURCES	**7,831,197**		
TOTAL CONSTR USES *(residential)*	**7,831,197**		
Surplus/(Shortfall)	*0*		

COSTS DEFERRED UNTIL CONVERSION	
TCAC Monitoring Fee	12 300
Operating Reserve	68 701
Developer Fee	358 550
	439 551

INTEREST RATE STACK	*Construction*	*Permanent*
Index	0 250%	3 000%
Lender Spread	2 500%	2 000%
Cushion	1 250%	1 000%
TOTAL	4 00%	6 00%

Mosaic Gardens at Monterey Park

Uses of Funds

PAGE 1-A

Version: Feasibility Version 9.0
Revised: July 25, 2013

	TOTAL	TOTAL RESIDENTIAL 85.00%	TOTAL COMMERCIAL 15.00%	NON DEPREC	DEPRECIABLE RESIDENTIAL	DEPRECIABLE COMMERCIAL	EXPENSE	AMORTIZE	85.00% TAX CREDIT ELIGIBLE CONST/ REHAB	ACQUIS
ACQUISITION COSTS										
Total Purchase Price	*2,767,752*									
Acquisition: Vacant Land (New)	749,752	637,289	112,463	749,752						
Acquisition: Land (Existing Properties)	403,600	403,600	0	403,600						
Acquisition: Building (Existing Properties)	1,614,400	1,614,400	0	795,400	819,000					819,000
GENERAL DEVELOPMENT COSTS										
Residential Construction (see breakdown)	1,364,937	1,364,937	0	0	1,364,937	0		0	1,364,937	
Site Improvements/Landscape	363,710	309,154	54,557	0	309,154	54,557		0	309,154	
Underground Parking	758,048	221,868	536,180	0	221,868	536,180		0	221,868	
Contractor General Conditions	135,000	114,750	20,250	0	114,750	20,250			114,750	
Contractor O&P	185,000	157,250	27,750	0	157,250	27,750			157,250	
GC Bond & Insurance	40,788	34,670	6,118	0	34,670	6,118			34,670	
Construction Contingency	285,000	242,250	42,750	0	242,250	42,750			242,250	
			0							
Local Permits/Fees	16,367	13,912	2,455	0	13,912	2,455			13,912	
Local Development Impact Fees	49,101	41,736	7,365	0	41,736	7,365			41,736	
Architecture + Reimbursables	226,559	192,575	33,984		192,575	33,984			192,575	
Survey & Engineering	153,818	130,745	23,073		130,745	23,073			130,745	
Appraisal	7,500	7,500	0	0	7,500	0		0	7,500	
Market Study	7,500	7,500	0		0	0		7,500	0	
Construction Loan - Origination Fee	37,800	32,130	5,670		32,130	5,670			32,130	0
Construction Loan - Lender Expenses	14,000	11,900	2,100		11,900	2,100			11,900	0
Construction Loan - Legal Counsel	40,000	34,000	6,000		34,000	6,000			34,000	0
Construction Loan - Interest Reserve	131,000	111,350	19,650		55,675	9,825	65,500		55,675	0
Title/Recording/Escrow - Acquisition	10,000	8,500	1,500	10,000	0				0	0
Title/Recording/Escrow - Construction	35,000	29,750	5,250		29,750	5,250			29,750	0
Title/Recording/Escrow - Permanent	10,000	10,000	0					10,000		
Insurance	57,518	44,640	7,878		44,640	7,878	0		44,640	0
Soft Cost Contingency	77,033	65,478	11,555		65,478	11,555			65,478	
TCAC Application/Allocation/Monitoring Fees	29,995	29,995	0					29,995		
Legal: Acquisition	5,000	4,250	750	5,000	0				0	0
Construction Closing	25,000	21,250	3,750		21,250	3,750			21,250	0
Permanent Closing	5,000	5,000	0					5,000		
Organization of Partnership	5,000	5,000	0					5,000		
Syndication	25,000	25,000	0	25,000						
Investor Legal	30,000	30,000	0	30,000						
Syndication Consulting	45,000	45,000	0	45,000	0				0	0
Audit/Cost Certification	27,270	23,180	4,091		0		27,270	0	0	
Furnishings	30,000	30,000	0		30,000			0	30,000	
Operating Reserve	68,701	68,701	0	68,701						
Marketing/Rent Up	15,000	15,000	0				15,000			
Permanent Loan - Origination Fee	9,700	9,700	0		0			9,700	0	
Permanent Loan - Lender Expenses	10,000	10,000	0		0			10,000	0	
Permanent Loan - Legal Counsel	15,000	15,000	0		0			15,000	0	
Developer Fee	717,100	596,200	120,900		596,200	120,900			473,400	122,800
TOTAL DEVELOPMENT COSTS	**7,831,197**	**6,775,169**	**1,056,038**	**2,132,453**	**4,571,370**	**927,409**	**107,770**	**92,195**	**3,629,670**	**941,800**

Residential Construction Breakdown	
New Construction (236 Pomona)	1,109,937
Rehab - Unfinished Units (341 Pomona)	160,000
Rehab - Foundation/Roof (524 Chandler)	65,000
[illegible]	30,000
	1,364,937

Mosaic Gardens at Monterey Park

Unit Mix & Rental Income

Version: Feasibility Version 9.0
Revised: July 25, 2013

			UNIT MIX	UTILITY ALLOWANCES New Tenants	Existing Tenants
AVERAGE AFFORDABILITY:	45.63%	1 BR	3	$38	$85
TCAC Affordability Points:	52	2 BR	18	$51	$99
		3 BR	10	$65	$119
			31		

RESIDENTIAL INCOME

TAX-CREDIT ELIGIBLE - TIER 1: *30% AMI* — *TCAC Points: 17* — **Percentage of Targeted Units:** *13.3%*

UNIT TYPE	NUMBER	PER UNIT SQ FT	TOTAL SQ FT	% MEDIAN INCOME AFFORDABLE	PER-UNIT MONTHLY GROSS RENT	PER-UNIT MONTHLY NET RENT	TOTAL MONTHLY NET RENT	TOTAL ANNUAL NET RENT
1 BR	1	750	750	30.0%	466	428	428	5,136
2 BR - Existing Tenant	1	900	900	9.2%	171	72	72	864
2 BR - Existing Tenant	1	900	900	16.4%	305	206	208	2,472
3 BR	1	1,050	1,050	30.0%	646	581	581	6,972
TOTAL	4		3,600				1,287	15,444

TAX-CREDIT ELIGIBLE - TIER 2: *40% AMI* — *TCAC Points: 15* — **Percentage of Targeted Units:** *23.3%*

UNIT TYPE	NUMBER	PER UNIT SQ FT	TOTAL SQ FT	% MEDIAN INCOME AFFORDABLE	PER-UNIT MONTHLY GROSS RENT	PER-UNIT MONTHLY NET RENT	TOTAL MONTHLY NET RENT	TOTAL ANNUAL NET RENT
1 BR	1	750	750	39.9%	620	582	582	6,984
2 BR	1	900	900	40.0%	745	694	694	8,328
2 BR - Existing Tenant	1	880	880	36.4%	679	580	580	6,960
2 BR - Existing Tenant	2	900	1,800	39.9%	744	645	1,290	15,480
3 BR - Existing Tenant	1	1,150	1,150	38.5%	829	710	710	8,520
3 BR	1	1,050	1,050	40.0%	860	795	795	9,540
TOTAL	7		6,530				4,651	55,812

TAX-CREDIT ELIGIBLE - TIER 3: *50% AMI* — *TCAC Points: 20* — **Percentage of Targeted Units:** *40.0%*

UNIT TYPE	NUMBER	PER UNIT SQ FT	TOTAL SQ FT	% MEDIAN INCOME AFFORDABLE	PER-UNIT MONTHLY GROSS RENT	PER-UNIT MONTHLY NET RENT	TOTAL MONTHLY NET RENT	TOTAL ANNUAL NET RENT
1 BR	1	750	750	50.0%	776	738	738	8,856
2 BR	6	900	5,400	50.0%	932	881	5,286	63,432
3 BR	5	1,050	5,250	50.0%	1,076	1,011	5,055	60,660
TOTAL	12		11,400				11,079	132,948

TAX-CREDIT ELIGIBLE - TIER 4: *60% AMI* — *TCAC Points: 0* — **Percentage of Targeted Units:** *23.3%*

UNIT TYPE	NUMBER	PER UNIT SQ FT	TOTAL SQ FT	% MEDIAN INCOME AFFORDABLE	PER-UNIT MONTHLY GROSS RENT	PER-UNIT MONTHLY NET RENT	TOTAL MONTHLY NET RENT	TOTAL ANNUAL NET RENT
2 BR - Existing Tenant	2	900	1,800	55.3%	1,031	932	1,864	22,368
2 BR - Existing Tenant	1	880	880	55.7%	1,039	940	940	11,280
2 BR - Existing Tenant	2	880	1,760	60.0%	1,118	1,019	2,038	24,456
3 BR - Existing Tenant	1	1,150	1,150	56.6%	1,219	1,100	1,100	13,200
3 BR - Existing Tenant	1	1,150	1,150	60.0%	1,291	1,172	1,172	14,064
TOTAL	7		6,740				7,114	85,368

MANAGER UNITS

UNIT TYPE	NUMBER	PER UNIT SQ FT	TOTAL SQ FT			PER-UNIT MONTHLY NET RENT	TOTAL MONTHLY NET RENT	TOTAL ANNUAL NET RENT
2 Bedrooms	1	900	900	0.0%	0	0	0	0
TOTAL	1		900				0	0

TOTAL RESIDENTIAL INCOME

		TOTAL UNITS	TOTAL MONTHLY (Net)	TOTAL ANNUAL
		31	24,131	289,572
TOTAL SQ FT - TAX CREDIT ELIGIBLE	28,270			
TOTAL SQ FT - NON-TAX CREDIT ELIGIBLE	0			
TOTAL RENTABLE SQ FT	28,270			

MISCELLANEOUS INCOME

	PER-UNIT MONTHLY	TOTAL MONTHLY	TOTAL ANNUAL
Interest Reduction Payment	0.00	0	0
Laundry/Vending	9.58	297	3,564
Financial & Other Revenue	0.00	0	0

Mosaic Gardens at Monterey Park

Tax Credit Calculation

Version: Feasibility Version 9.0
Revised: July 25 2013

		FEDERAL			CALIFORNIA		
		ACQUIS	CONST/ REHAB	TOTAL	ACQUIS	CONST/ REHAB	TOTAL
TOTAL ELIGIBLE COSTS		941 800	3.629 570	4 571.370	0	[illegible]	0
ELIGIBLE BASIS		941 800	3 629,570	4 571 370	0	0	0
THRESHOLD BASIS LIMIT				7.792 013			
REQUESTED ELIGIBLE BASIS		941 800	3.629 570	4 571 370	0	0	0
LESS VOLUNTARY REDUCTION			0				
TOTAL REQUESTED UNADJUSTED ELIGIBLE BASIS		941 800	3.629 570				
HIGH COST ADJUSTMENT (Y/N)	Y	100 0%	130 0%		100 0%	100 0%	
ADJUSTED ELIGIBLE BASIS		941 800	4,718,441	5 660 241	0	0	0
APPLICABLE FRACTION*		100.0%	100.0%		100 0%	100 0%	
QUALIFIED CREDIT BASIS		941 800	4.718 441	5.660 241	0	0	0
ADJUSTED QUALIFIED CREDIT BASIS		941,800	4,718 441	5 660 241			
CREDIT RATE	Federal Annual/Yr 1-3 State	3 20%	7 46%		3 20%	7 46%	
	Year 4 - State				3 40%	7 62%	
MAXIMUM CREDIT AMOUNT PER COSTS	Federal Annual/Yr 1-3 State	30 138	351 996	382 134	0	0	0
	Year 4 - State				0	0	0
	Total				0	0	0
ACTUAL TCAC CREDIT RESERVATION	Federal Annual/Total State	N/A	N/A	N/A	N/A	N/A	N/A
MAXIMUM ALLOWABLE CREDITS	Federal Annual/Total State	30 138	351 996	382.134			0
MAXIMUM ALLOWABLE - TEN YEAR TOTAL				3 821 340			0

TCAC TIEBREAKER

a) Committed Permanent Public Funds		*Notes*
City of Monterey Park - HOME	834 833	
City of Monterey Park - Land/ Seller Note	187,438	
City of Monterey Park - Existing Properties/Seller Note	2 018 000	
Total	3 040 271	
Discount by commercial proration	(409,981)	*13 49%*
Total Residential Public Funds	2 630 290	
Total development cost (residential)	6 651,980	*excludes syndication costs for TCAC app*
Public Funds Ratio	**39.54%**	
b) Unadjusted Eligible Basis / TDC		
Requested unadjusted eligible basis	4 571 370	
Total development cost (residential)	6 651 980	*excludes syndication costs for TCAC app*
Basis / TDC Ratio	**68.72%**	
Inverse 3	**10.43%**	
Total Tiebreaker	**49.97%**	

TCAC LEVERAGING POINT CALCULATION

Total Committed Deferred Payment Loans/Grants	2 630 290
Total Development Cost (net of Synd Costs)	6 651 980
TCAC Leveraging Percent	39%
TCAC Cost Efficiency	41%
TCAC Credit Reduction Percent/Total Points (20 Max)	0%
Total Points (20 Max)	**20**

Mosaic Gardens at Monterey Park

Base Year Income & Expense

Version: Feasibility Version 9.0
Revised: July 25, 2013

INCOME		
Scheduled Gross Income - Residential		289,572
Misc. Income		3,564
Vacancy Loss - Residential	5.0%	(14,657)
EFFECTIVE GROSS INCOME		278,479
EXPENSES - RESIDENTIAL		
Administrative		
Advertising	4,389	
Legal	2,838	
Accounting/Audit	7,500	
Office Expenses	3,000	
Misc. Admin Expense	2,178	
Security	6,864	
Total Administrative		26,769
Management Fee		17,737
Utilities		
Fuel	0	
Electricity	6,600	
Gas	8,349	
Total Utilities		14,949
Water/Sewer		8,580
Payroll/Payroll Taxes		
Manager Payroll	30,000	
Maintenance Payroll	12,000	
Payroll Taxes, Benefits	12,179	
Total Payroll/Payroll Taxes		54,179
Insurance		7,095
Property Taxes		7,390
Maintenance		
Painting / Decorating	1,254	
Repairs	3,234	
Trash Removal	8,000	
Grounds	6,746	
Pest control (termite)	1,287	
Elevator	0	
Supplies, Other	5,156	
Total Maintenance		25,677
Replacement Reserve		10,850
Operating Reserve		0
Other		
Service Coordination & Social Worker	25,000	
Total Other		25,000
TOTAL EXPENSES - RESIDENTIAL		198,226
Per Unit Per Year	*6,394*	
Per Unit Per Year (excluding taxes, reserves, services)	*5,000*	
TOTAL EXPENSES - COMMERCIAL		0
NET AVAILABLE INCOME		80,253
Debt Service Coverage Ratio		1.15
AVAILABLE FOR DEBT SERVICE		69,785

Mosaic Gardens at Monterey Park

Mortgage Calculation & Bond Ratios

Version: Feasibility Version 9.0
Revised: July 25, 2013

MAXIMUM MORTGAGE CALCULATION

Mortgage Calculation

Financing Type: Conventional Permanent

Net Operating Income	80,253
DSC	1.15
Available for Debt Service	69,785

	Underwriting Constraint	Maximum Loan Amount
Debt Service Coverage	1.15	969,968
MAXIMUM MORTGAGE		**969,968**

Mosaic Gardens at Monterey Park

Threshold Basis Limit Calculation

Version: Feasibility Version 9.0
Revised: July 25, 2013

County:	Los Angeles
221(d)(3) Multiplier:	1
9%	Y

221(d)(3) BASE LIMITS			*TCAC BASIS LIMIT FOR THIS PROJECT*			
Unit Type	9%	4%	Unit Type	# Units	Per Unit Basis Limit	TOTAL
0 BR	156,454	177,737	0 BR	0	156,454	0
1 BR	180,390	204,929	1 BR	3	180,390	541,170
2 BR	217,600	247,200	2 BR	18	217,600	3,916,800
3 BR	278,528	316,416	3 BR	10	278,528	2,785,280
4 BR	310,298	352,507	4 BR	0	310,298	0
				31		7,243,250

Additional Basis Adjustments:	
Local Development Impact Fees	41,736
Boost for Prevailing Wage (20%)	0
Boost for Parking (7%)	507,028
Boost for Bond Project (120%)	0
Boost for Energy Efficiency (4%)	0
Boost for Onsite Day Care Center (2%)	0
Boost for 100% Special Needs (2%)	0
Seismic Upgrade or toxic/env. Mitig (15%)	0
Renewable En (Solar), per ED (5%)	0
Boost for Elevator	0
TOTAL THRESHOLD BASIS LIMIT	**7,792,013**
TOTAL ELIGIBLE BASIS	**4,571,370**

Surplus (Deficit)	**3,220,644**
TCAC High Cost Test	**58.67%**

Mosaic Gardens at Monterey Park

15-Year Cash Flow

Version: Feasibility Version 9.0
Revised: July 25, 2013

ASSUMPTIONS

Rent Increase	2.50%	Perm Loan - % Debt Svc Yr 1	100.00%
Expenses Increase	3.50%	Perm Loan - % Debt Svc Yr 2	100.00%
Reserve Increase	0.00%		

			2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
GROSS POTENTIAL INCOME - RESIDENTIAL			289,572	296,811	304,232	311,837	319,633	327,624	335,815	344,210	352,815	361,636	370,677	379,944	389,442	399,178	409,158
Misc. Income			3,564	3,653	3,744	3,838	3,934	4,032	4,133	4,236	4,342	4,451	4,562	4,676	4,793	4,913	5,036
Vacancy Loss - Residential	5.0%		(14,657)	(15,023)	(15,399)	(15,784)	(16,178)	(16,583)	(16,997)	(17,422)	(17,858)	(18,304)	(18,762)	(19,231)	(19,712)	(20,205)	(20,710)
GROSS EFFECTIVE INCOME			278,479	285,441	292,577	299,892	307,389	315,074	322,950	331,024	339,300	347,782	356,477	365,389	374,524	383,887	393,484
TOTAL OPERATING EXPENSES			187,376	193,934	200,722	207,747	215,018	222,544	230,333	238,395	246,738	255,374	264,312	273,563	283,138	293,048	303,305
NET OPERATING INCOME			91,103	91,507	91,855	92,145	92,371	92,530	92,618	92,630	92,561	92,408	92,165	91,826	91,386	90,839	90,179
REPLACEMENT RESERVE			10,850	10,850	10,850	10,850	10,850	10,850	10,850	10,850	10,850	10,850	10,850	10,850	10,850	10,850	10,850
NET INCOME AVAILABLE FOR DEBT SERVICE			80,253	80,657	81,005	81,295	81,521	81,680	81,768	81,780	81,711	81,558	81,315	80,976	80,536	79,989	79,329
Conventional Permanent																	
Principal			11,911	12,646	13,426	14,254	15,133	16,067	17,058	18,110	19,227	20,412	21,671	23,008	24,427	25,934	27,533
Interest		6.00%	57,874	57,139	56,359	55,531	54,652	53,719	52,728	51,676	50,559	49,373	48,114	46,777	45,359	43,852	42,252
TOTAL DEBT SERVICE			69,785	69,785	69,785	69,785	69,785	69,785	69,785	69,785	69,785	69,785	69,785	69,785	69,785	69,785	69,785
			1.15	1.16	1.16	1.16	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.16	1.15	1.15	1.14
NET CASH FLOW			10,468	10,872	11,220	11,509	11,735	11,894	11,982	11,994	11,926	11,773	11,529	11,190	10,750	10,203	9,544
NET CASH FLOW DISTRIBUTION																	
LP Investor Services Fee	5,000	3.0%	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720	6,921	7,129	7,343	7,563
GP Partnership Management Fee	25,000	3.0%	5,468	5,722	5,915	6,045	6,108	6,098	6,012	5,845	5,592	5,249	4,810	4,269	3,621	2,861	1,981

EXHIBIT E
HOME Predevelopment Loan Agreement

CITY OF MONTEREY PARK
HOME PREDEVELOPMENT LOAN AGREEMENT

THIS HOME PREDEVELOPMENT LOAN AGREEMENT (the "**Agreement**") is entered into as of 10/2, 2013, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation (hereinafter referred to as the "**City**"), and LINC COMMUNITY HOUSING, a California nonprofit public benefit corporation (hereinafter referred to as the "Developer"). The Parties enter into this **Agreement** with reference to the following:

RECITALS

A. Developer is a nonprofit public benefit corporation duly organized under the laws of the State of California, which represents that it acquires, develops, performs rehabilitation and operates housing, which is affordable to persons of low- and moderate-income. Developer has further represented to the City that it satisfies all of the requirements for designation as a Community Housing Development Organization ("**CHDO**"), as that term is defined in 24 CFR § 9 2.2.

B. The City received funds from the United States Department of Housing and Urban Development ("**HUD**") pursuant to the federal HOME Program, 42 U.S.C. §§ 12701, *et seq.* (the "**HOME Program**"), to be used for the purposes of providing decent, safe and sanitary housing to the citizens of Monterey Park in accordance with the HOME Program.

C. Developer proposes to acquire, rehabilitate and manage a mixed income, affordable housing project on the Site (the "Project"). The Project is described in greater detail in Exhibit A, incorporated by this reference.

D. The City has previously entered into an agreement with Developer, reserving as maximum funding for the PROJECT and WORK, the sum of Eight Hundred Thirty Four Thousand Eight Hundred Thirty Three Dollars ($834,833) in HOME set aside funds for distribution.

E. Home Regulations allow City to commit up to ten percent (10%) of the total amount of HOME funds reserved for a CHDO, to provide a project-specific predevelopment and site control loan in the early stages of site development for an eligible project (24 CFR § 92.300(c)).

F. With this agreement, City intends to authorize a loan to Developer in an amount not to exceed $40,222 in HOME funds reserved for a CHDO and not to exceed $43,261 in other HOME funds for a total amount not to exceed $83,483 ("City Loan"), the proceeds to be used by Developer for Eligible Predevelopment Expenses on the Project.

G. The granting of the City Loan is in best interests of the City and the welfare of its residents, and is in accordance with the purpose and provisions of the HOME Program.

The Parties agree as follows:

AGREEMENT

2. Definitions.

The following terms as used in this Agreement will have the meanings given below unless expressly provided to the contrary:

"Agreement" means this Community Housing Development Organization Predevelopment Loan Agreement between the City and the Participant, including all exhibits and other documents attached to this Agreement. The Agreement constitutes the written agreement required under 24 CFR §§ 92.504(b) and 92.504(c) (3) to be entered into by the City as a recipient of HOME Funds and a nonprofit Participant.

"CHDO" means a private nonprofit organization that meets the requirements of the HOME Investment Partnerships Program under 24 CFR § 92.2.

"City Loan" means the loan of HOME Funds to be provided by City to Participant for the Eligible Predevelopment Expenses on the Project.

"City Loan Documents" means this Agreement, the Promissory Note, and any other documents and instruments required to be executed and delivered by Participant.

"Contract Officer" means City's Director of Community and Economic Development or his or her designee.

"Eligible Predevelopment Expenses" means the expenses for which the City Loan may be used for technical assistance and site control as described in 24 CFR § 92.301(a). Eligible Predevelopment Expenses constitute allowable costs for a CHDO to determine project feasibility for the Site, but exclude general operational expenses of the CHDO. Eligible Predevelopment Expenses include, without limitation, consulting fees, costs of preliminary financial applications, legal fees, architectural and engineering fees, engagement of a development team, option to acquire property, site control and title clearance. The line item categories of Eligible Predevelopment Expenses and the amount budgeted for each item are set forth in the Predevelopment Budget attached as Exhibit "D," and incorporated by this reference.

"HOME Funds" means the funds allocated annually to the City by HUD under the HOME Investment Partnerships Program (42 U.S.C. §§ 12701, *et seq.*) and may include more than one year of allocations.

"Home Regulations" means the collectively the requirements of the HOME Investment Partnerships Program (42 U.S.C. §§ 12701, *et seq.*) and the HOME Regulations (24 CFR §§ 92, *et seq.*).

"Performance Schedule" means that certain Performance Schedule attached as Exhibit "E," and incorporated by reference, setting out the dates and/or time periods by which certain obligations and task must be performed and completed.

"Participant" is LINC Community Development Corporation, a California nonprofit public benefit corporation. Participant qualifies as a CHDO under the HOME Investment Partnership Program.

"Promissory Note" means the promissory note to be executed by Participant regarding repayment of the City Loan, in the form attached as Exhibit "B," and incorporated by reference.

"Participant Representative" means Sid Paul, Director of Acquisitions for LINC Community Development Corporation, who is designated by the Participant to represent the Participant in the administration of this Agreement.

"Predevelopment Activities" means HOME eligible tasks, activities and operations set forth in the Performance Schedule, all activities assisted with the City Loan, and all other obligations under this Agreement that the Participant is required to perform.

"Predevelopment Budget" means the Predevelopment Budget attached as Exhibit "D," and incorporated by this reference, which describes the line item categories of Eligible Predevelopment Expenses and the amount of City Loan proceeds allocated to each category.

"Project" means the mixed-use project described above, and outlined in greater detail in attached Exhibit A.

"Site" means the property commonly known as 236 Ramona Avenue, Monterey Park, California. The site is depicted on the Site map attached as Exhibit "C," and incorporated by reference.

3. Term and Termination.

   A. Term. This Agreement will be effective and the term will commence on the date set forth above unless terminated earlier. The Agreement will continue thereafter until an Affordable Housing Loan Agreement is executed. Thereafter, the City Manager is authorized, in his or her sole discretion, to renew the Agreement for an additional period not to exceed 180 days, upon the written request of the Participant Representative. Notwithstanding the expiration or earlier termination of this Agreement, the Participant's obligations to the City will not terminate until all closeout requirements are completed. In addition, the following obligations of the Participant will survive the termination of this Agreement: (a) the Participant's indemnity obligations; (b) the obligation to cause audits to be performed relating to the Participant's activities and costs under this Agreement; (c) the obligation to repay to the City any proceeds improperly disbursed to the Participant or disbursed or used for ineligible expenditures as determined by the City or HUD; and (d) any other obligations which cannot be their nature be performed until after the expiration of the Agreement.

B. Termination for Cause. This Agreement may be terminated by the City for cause as follows:

i. Lack of Funding. If, for any reason, the HOME Funds required by the City to fund the Eligible Predevelopment Expenses are not received by the City or are withdrawn from the City, the City may terminate this Agreement. Alternatively, if a reduction in funding is required, the City may unilaterally reduce the amount of the Agency Loan. In that event, the City will provide the Participant with a modified Predevelopment Budget.

ii. Failure to Comply with Agreement. If the Participant fails to comply with the terms and conditions of this Agreement and fails to cure the default after notice from the City, the City may terminate this Agreement.

C. Termination for Convenience. This Agreement may be terminated for convenience as provided in 24 CFR § 85.44.

4. City Loan.

A. General. Subject to this Agreement and provided the Participant is not in default, City will provide the City Loan to the Participant in an amount not to exceed Eighty Three Thousand Four Hundred Eighty Three Dollars ($83,483). The proceeds of the City Loan will be applied toward the costs of the Eligible Predevelopment Expenses as set forth in the Predevelopment Budget attached as Exhibit "D," and incorporated herein by reference. The Predevelopment Budget may be amended upon the mutual agreement of the parties. The City manager may approve or deny any request by Participant to amend the Predevelopment Budget.

B. Repayment of City Loan. The Participant's obligation to repay the City Loan will be set forth in the Promissory Note. Repayment of the City Loan will be deferred until one of the following conditions occurs:

i. Development of the Site is Infeasible. At its sole discretion, the Contract Officer may waive repayment if the Contract Officer determines that there are impediments to the Project that are reasonably beyond the control of the Participant or Site development is infeasible pursuant to 24 CFR § 92.301 (a) (3).

ii. Default. There is a default of Participant's obligations under this Agreement, and Participant fails to cure the default within the time periods provided.

iii. City Loan Repayment Incorporated into Development Financing. If City and Participant enter into an Affordable Housing Loan Agreement (AHA) whereby City agrees to provide additional assistance to Participant to develop the site for affordable housing, the parties will incorporate repayment of the City Loan into the terms of that AHA. If for any reason a AHA is executed, but repayment of the City Loan is not provided for in that agreement, then the outstanding balance of the City Loan will be repayable under the same terms and conditions as the assistance provided by City to Participant in the AHA.

iv. Due Upon Assignment. The City Loan will be immediately due and payable in the event that Participant assigns or attempts to assign all or any portion of this Agreement.

v. Due Upon Failure to Execute Affordable Housing Loan Agreement (AHA). The City Loan will be immediately due and payable in the event City and Participant fail to enter into a AHA for the Project Site within six-months after expiration of the term set forth in the Agreement.

C. Permissible Use of City Loan: Eligible Project Expenses. Subject to this Agreement, the Participant can use the City Loan proceeds only for the Eligible Predevelopment Expenses described in the Predevelopment Budget that are actually and reasonably incurred by the Participant during the term of this Agreement and approved by the Contract Officer, and for no other purpose.

D. Selection of Participants. The Participant will follow procurement procedures reviewed and approved by the City Manager in advance of procurement. Procurement transactions will be conducted in a manner to provide, to the maximum extent practical, open and free competition. Whichever procurement method is selected and approved by the City

Manager, the Participant will set forth a statement of work that details the procurement requirements needed and selection criteria.

E. Reimbursement Payment Method. Provided that the Participant is not in default of this Agreement, the City Loan will be disbursed by the City to the Participant on a reimbursement basis, as Eligible Project Expenses are incurred by the Participant. The City Loan proceeds will be disbursed to the Participant in the form of a reimbursement payment for Eligible Project Expenses incurred by the Participant and the Participant will not be entitled to advance disbursements of City Loan proceeds for Eligible Predevelopment Expenses not yet incurred.

F. Submittal of Payment Request. Not later than the fifteenth (15th) day of each Month, the Participant will submit to the Contract Officer a request for payment of the City Loan proceeds to reimburse the Participant for Eligible Predevelopment Expenses incurred by the Participant for the previous month. The payment request will itemize the Eligible Predevelopment Expenses by listing each budget line item category from the Predevelopment Budget and including the following information for each category:

i. a description and the amount of each Eligible Expense included within that category for which reimbursement is sought;

ii. the total amount budgeted in the Predevelopment Budget to the budget line item category; and

iii. the total amount reimbursed to the Participant for the budget line item category to date.

G. City's Review of Payment Request and Disbursement of Funds. The Contract Officer will have the authority on behalf of the City to calculate and approve the amount of Participant's Eligible Predevelopment Expenses. To the extent the City has received sufficient HOME Funds from the HUD, payment of the City Loan amount determined by the City to be owing to the Participant for each Month during the term of this Agreement will be made by the City within thirty (30) days after the Participant's submission of its completed payment request. If the City disapproves a payment request, the City will notify the Participant in writing of the reasons for disapproval within fifteen (15) days of receipt of the Participant's payment request.

H. Conditions Precedent to Disbursement of City Loan. The City Loan will be disbursed to or on behalf of the Participant upon the satisfaction of the following conditions:

i. Execution and Delivery of Documents. Participant will have executed and delivered to the City the Promissory Note in the form attached as Exhibit "B," and incorporated by reference, and any other documents and instruments required to be executed and delivered by Participant (collectively, the "Loan Documents").

ii. Continuing Qualification as a Community Housing Development Organization. The Participant will provide the City with all documents required to recertify the Participant as a CHDO in accordance with the minimum eligibility criteria set forth under the Home Regulations at 24 CFR § 92.2.

iii. Payment Request. The Participant will have provided a complete payment request.

iv. Insurance. The Participant will have presented a certificate to the City of the insurance policies, which are required pursuant to Section 6.1 hereof, and such policies will be in full force and effect.

v. No Default. There will exist no condition, event or act which would constitute a Default, or which, upon the giving of notice or the passage of time, or both, would constitute a Default.

vi. Representations and Warranties. Participant affirms that all representations and warranties made in this Agreement and pursuant to the terms of this Agreement are true and correct.

5. Return of City Loan Proceeds. If it is determined, as a result of an audit or otherwise, that any of the disbursements of the City Loan proceeds were improperly made or were made for expenditures not eligible for reimbursement, Participant will immediately repay to the City the amounts of such disbursements.

6. Excess City Loan Proceeds. If the amount of Eligible Predevelopment Expenses incurred by the Participant during the term of this Agreement is less than the City Loan, the excess City Loan proceeds will revert to the City and will not be encumbered by this Agreement. In addition, the City Loan funds for Eligible Predevelopment Expenses for which Participant has not submitted a complete payment request to the City within fifteen (15) days following the termination of this Agreement will revert to City to be allocated for other activities.

7. Predevelopment Activities. The Participant will perform and complete all Predevelopment Activities diligently and in a timely manner. If any Predevelopment Activity constitutes a specific task or activity that is required under this Agreement to be commenced or completed by a certain date or time period, the Participant will commence, complete and perform the task or activity within the specified time period. In connection therewith, the Participant will perform all Predevelopment Activities included

in the Performance Schedule attached as Exhibit "E," and incorporated by reference, within the indicated time period.

8. Standard of Performance. The Participant will perform all Predevelopment Activities in a competent manner to the satisfaction of the City and in accordance with this Agreement. In addition, the Participant will perform the Predevelopment Activities in compliance with the Home Regulations and in a manner that meets the CHDO guidelines under which the City Loan was awarded to the Participant. The Participant represents to the City that the Predevelopment Activities will be performed by the Participant under its direct supervision, and that all personnel engaged in the Predevelopment Activities will be fully qualified, authorized, and permitted under applicable law to perform such Predevelopment Activities.

9. Monitoring. The City will monitor and evaluate the Participant's performance under this Agreement to determine compliance with this Agreement and Home Regulations. The Participant will cooperate with the City and will make available to the City all information, documents and records reasonably requested by the City and will provide the City the reasonable right of access to the Site during normal business hours for the purpose of assuring compliance with this agreement and evaluating the Participant's performance hereunder.

10. Compliance with Laws and Regulations and Home Regulations. The Participant will observe and comply with all applicable laws, regulations and rules of governmental agencies having jurisdiction, including but not limited to the Home Regulations and the statutes referenced therein. Because the source of the City Loan is funds received from HUD pursuant to the federal government's HOME Program, Participant is required to comply with all applicable Home Regulations. In the event of any conflict between the Home Regulations and this Agreement, the Home Regulations will control; it being understood, however, that in order to be in compliance with this Agreement and the Home Regulations, the Participant will, to the extent possible, comply with the most restrictive provisions in this Agreement and the Home Regulations.

11. Licenses, Approvals and Permits. The Participant will secure, at its sole cost and expense, any and all licenses, permits and approvals that may be required for the performance of the Predevelopment Activities, whether required under the Home Regulation or otherwise under federal, state or local law.

12. Program Costs. Except to the extent of the City Loan as described in this Agreement, Participant will be responsible for all costs related to the Predevelopment Activities.

13. Records to be Maintained. Participant will keep and maintain records providing a full description of the Predevelopment Activities undertaken, records demonstrating that the Predevelopment Activities meet the HOME Program's CHDO requirements, records demonstrating the eligibility of the activities constituting the Eligible Predevelopment Expenses, and such other records as may be reasonably required by the City. Records kept by Participant will be sufficient to: 1) enable City to evaluate Participant's

compliance with the Home Regulations, 2) to identify and account for the use of the City Loan proceeds and expenditures of Eligible Project Expenses and all costs pertaining to this Agreement, and 3) to enable City to comply with the City's record keeping and reporting requirements under the Home Regulations. Books and records pertaining to the Eligible Predevelopment Expenses will be kept and prepared in accordance with generally accepted accounting principles.

14. Retention. The books and records required to be maintained under this Agreement will be retained by Participant for a period of five (5) years following the termination of this Agreement; provided, however, in the event any litigation, audit, negotiation or other action involving the books and records is commenced prior to the expiration of the five (5) year retention period, Participant will retain the books and records until completion of the action and resolution of all issues which arise from it. The books and records required to be maintained by Participant will be kept at the Site or such other location as approved by the City.

15. Access to Records. City and HUD and their representatives will have full and free access to, and the right to examine, inspect and audit, all books and records of Participant pertaining to this Agreement at all times during normal business hours.

16. Audits. Participant will perform all audits of its books and records requested by City or HUD, or otherwise required by the Home Regulations, in accordance with the terms of this Agreement and the Home Regulations. A copy of any such audit will be forwarded to the City within thirty (30) days after completion. Such audits will be conducted in accordance to the "Standards for Financial Management Systems" (24 CFR § 84.21). The Participant is subject to all audit and review requirements imposed on the City in connection with this Agreement and will, at its sole cost and expense, cause such audits and reviews to be performed in a timely manner.

17. Insurance.

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, Participant 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
Workers compensation	Statutory requirement

B. Commercial general liability insurance will meet or exceed the requirements of the most current 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 CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis. It cannot be canceled or reduced by Participant's insurance carrier except upon thirty (30) days written notice to CITY. If Participant seeks to cancel or reduce its insurance coverage, it must provide thirty (30) days written notice to CITY before doing so.

C. Participant 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."

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

18. **Indemnification**.

A. *Indemnification for other Damages.* Participant 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 Agreement, or its performance. 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, Participant 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.

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

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

C. The requirements as to the types and limits of insurance coverage to be maintained by Participant, 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 Participant pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

19. Defaults.

A. Subject to any extensions of time, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay and will complete such cure, correction or remedy with reasonable diligence and during any period of curing will not be in default.

B. The non-defaulting party will give written notice of default to the party in default, specifying: (a) the nature of the event or deficiency giving rise to the event of default, (b) the action required to cure the event or deficiency, if an action to cure is possible and can be ascertained, and (c) a date by which such action to cure must be taken, if applicable. Delay in giving such notice will not constitute a waiver of any default nor will it change the time of default.

C. Neither party may exercise any rights or remedies upon a default by the other Party, unless and until such default continues for a period of thirty (30) days after written notice thereof from the non-defaulting party unless otherwise provided. If the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party will not be deemed to be in default if it has commenced a cure within the 30-day period and thereafter diligently prosecutes such cure to completion within ninety (90) days after receipt of written notice thereof.

D. Any failures or delays by any party in asserting any of its rights and remedies as to any default will not operate as a waiver of any default or of any such rights or remedies, or deprive any party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect assert or enforce any such rights or remedies.

20. Remedies. In addition to any other rights or remedies available at law or in equity, upon a default of the Participant, the City may:

A. Temporarily withhold disbursement of the City Loan proceeds pending correction of the default by the Participant.

B. Refuse to disburse all or any part of the City Loan and reallocate the funds to another activity.

C. Wholly or partially suspend or terminate the award of the City Loan.

D. Wholly or partially suspend or terminate this Agreement.

E. Require the Participant to repay any City Loan funds that the City determines were not expended in compliance with the requirements of this Agreement or the Home Regulations.

F. Institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purposes of this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by the City in asserting any of its rights and remedies as to any default will not constitute a waiver of any default, nor will it change the time of default, nor will it deprive the City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

21. Remedies Cumulative. No right, power, or remedy given by the terms of this Agreement or the City Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy will be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.

22. Non-Liability of City Officials and Employees. No member, official, employee or agent of the City will be personally liable to the Participant, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Participant or its successors, or on any obligations under the terms of this Agreement.

23. Contract Administration. The Contract Officer will be the person designated by the City to administer this Agreement on behalf of the City, and the Participant Representative will be the person designated by the Participant to administer this Agreement on behalf of the Participant.

24. **Notices.** Any notices, requests or approvals given under this Agreement from one party to another may be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, to the address of the other party as stated in this Paragraph, and is deemed to have been given at the time of personal delivery or three (3) days after the date of deposit for mailing. Notices must be sent to:

City: City of Monterey Park
320 W. Newmark Avenue.
Monterey Park, CA 91754
Attention: Director of Community Development

Developer: LINC Housing Corporation
110 Pine Ave., Suite 500
Long Beach, California 90802
Attention: Sid Paul

25. Independent Contractor. City and Participant agree that Participant will act as an independent contractor and will have control of all work and the manner in which is it performed. Participant will be free to contract for similar service to be performed for other employers while under contract with City. Participant 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 Participant as to the details of doing the work or to exercise a measure of control over the work means that Participant will follow the direction of the City as to end results of the work only.

26. 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.

27. 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.

28. 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.

29. 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.

30. Captions. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

31. Force Majeure. Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

City OF MONTEREY PARK ("City")

By:________________________
Paul Talbot
City Manager

Date: 11/4/13

ATTEST:

By:________________________
Vincent D. Chang, City CLERK

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

By:________________________
Karl H. Berger,
Assistant City Attorney

LINC HOUSING CORPORATION ("Developer")

By: ____________________

Name: Suny Lay Chang

Title: SVP and Director of Housing Development

Date: ________________

EXHIBIT A
PROJECT DESCRIPTION

All HOME eligible activities required to be completed pursuant to the Performance Schedule.

The project site consists of a parking lot located at 236 S. Ramona Avenue in Monterey Park, California and described as:

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

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

The Participant's proposal calls for six new apartments to be constructed on the site to as affordable apartments. Participant plans to use predevelopment loan funds for due diligence and site planning activities to determine the feasibility of the site for Participant's proposed development.

EXHIBIT B

PROMISSORY NOTE

(Deferred Note)

$83,483.00 September 19, 2013

Westminster,
California

FOR VALUE RECEIVED, LINC COMMUNITY DEVELOPMENT CORPORATION, a California nonprofit corporation ("Participant"), promises to pay to the **CITY OF MONTEREY PARK**, a public body, corporate and politic (the "City"), or order, at the City's office at 320 West Newmark Avenue, Monterey Park, California 91754, or such other place as the City may designate in writing, the principal sum of Eighty-Three Thousand Four Hundred Eighty-Three Dollars ($83,483.00), or so much of such amount which has been disbursed by the City to or on behalf of the Participant (the "City Loan"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Predevelopment Loan Agreement executed by the City and the Participant, dated as of ____________________(the "Agreement"), incorporated by this reference. The rights and obligations of the Participant and the City under this Note will be governed by the Agreement and by the additional terms set forth in this Note.

2. **Interest.** No interest will accrue on the City Loan.

3. **Repayment of City Loan.**

(a) At its sole discretion, the Contract Officer may waive repayment if the Contract Officer determines that there are impediments to the Project that are reasonably beyond the control of the Participant, or that Site development is infeasible pursuant to 24 CFR § 92.301 (a) (3).

(b) If City and Participant enter into an Affordable Housing Agreement (AHA) whereby City agrees to provide assistance to Participant to develop the site for affordable housing, the parties will incorporate repayment of the City Loan into the terms of that AHA. If for any reason an AHA is executed but repayment of the City Loan is not provided for, then the outstanding balance of the City Loan will be repayable under the same terms and conditions as the assistance provided by City to Participant in the AHA.

(c) The City Loan will be immediately due and payable in the event that Participant commits a material default of the Agreement and fails to cure the default within the time period(s) provided in the Agreement.

(d) The City Loan will be immediately due and payable in the event that Participant assigns or attempts to assign any portion of the Agreement.

(e) The City Loan will be immediately due and payable in the event that the City and Participant fail to enter into an Affordable Housing Loan Agreement for the Project within six-months after expiration of the term set forth in Section 2.1 of the Agreement.

Failure to declare such amounts due will not constitute a waiver on the part of the City to declare them due subsequently. If Participant fails to repay amounts due under this Note when Participant is required to do so, City may begin to assess a late fee equal to 2% of the amount owed for each month thereafter that the amount remains unpaid. The late fee will only begin to be assessed if the amount owing remains unpaid 30 days after receipt of a written notice from City informing Participant demanding that amounts owed be paid in full and informing Participant of the late fee. If the all or any portion of the late fee is not paid, the unpaid amount will be added to the outstanding balance of the City Loan and will also incur late fees until the entire outstanding balance owed is paid in full.

4. Security. Pursuant to 24 CFR 92.301(a)(3), the community housing development organization must repay the loan to the participating jurisdiction from construction loan proceeds or other project income. The participating jurisdiction may waive repayment of the loan, in part or in whole, if there are impediments to project development that the participating jurisdiction determines are reasonably beyond the control of the borrower.

5. Waivers

a. Participant expressly agrees that this Note or any payment hereunder may be extended from time to time at the City's sole discretion and that the City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Participant.

b. No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note will operate to release, discharge, modify, change or affect the original liability of Participant under this Note, either in whole or in part.

c. The obligations of Participant under this Note will be absolute and Participant waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

6. **Attorneys' Fees and Costs.** Participant agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. **Amendments and Modifications.** This Note may not be changed orally, but only by an amendment in writing signed by Participant and by the City.

8. **Participant Assignment Prohibited.** In no event will Participant assign or transfer any portion of this Note without the prior express written consent of the City, which consent may be given or withheld in the City's sole discretion.

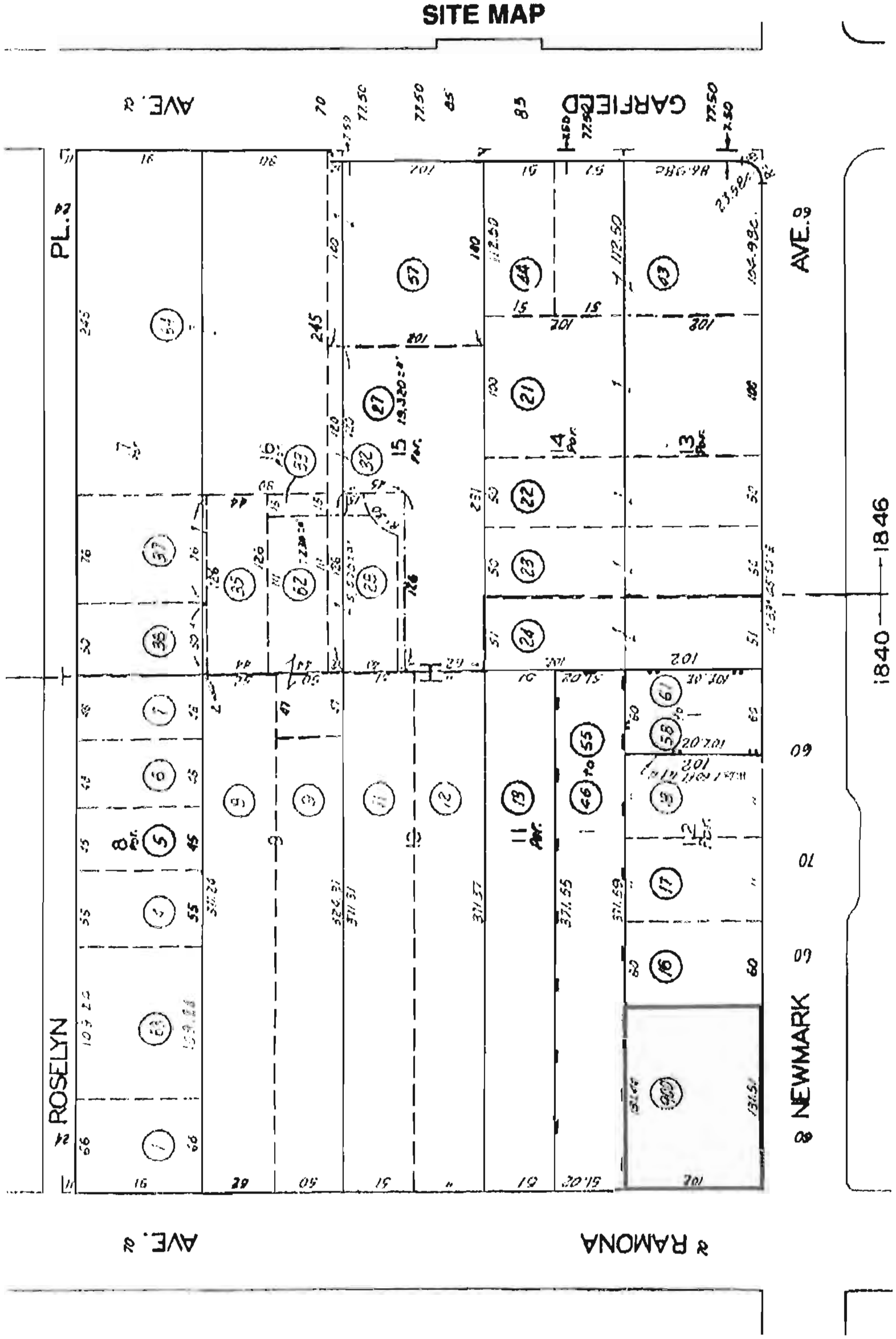
9. **Terms.** Any terms not separately defined herein will have the same meanings as set forth in the Agreement.

LINC COMMUNITY DEVELOPMENT CORPORATION,
a California nonprofit corporation

By: ______________________

EXHIBIT C

SITE MAP



Subject Site:
236 S. Ramona Avenue

EXHIBIT D

PREDEVELOPMENT BUDGET

Eligible Expenses	Scope of Services	Budget
Architect and Engineering	Design and prepare plans, elevations, landscape plans, and renderings.	$35,000
Survey	Boundary and topographic survey to confirm property lines, any easements or encumberances, and to determine any existing features on the property	$4,483
Geotechnical Engineering	A subsurface exploration will be conducted to collect soil samples to determine, but not limited to, the site's moisture content, density, and ground water levels. This study is critical to construction as the findings impact foundation types, site grading, retaining walls, pavements, floor slabs, etc. This investigation will also include testing to evaluate the corrosion character of the site soils and make recommendations to avoid premature corrosion of buried pipes.	$8,000
Environmental Testing	In addition, conducting a Phase I Environmental Assessment in accordance with ASTM Standard E 1527-05 (Standard Practice for Environmental Site Assessment). The purpose of these environmental assessments is to determine impacts to the environmental integrity of the project as identified through historical and regulatory agency investigations.	$1,000
Appraisal/Market Analysis Services	Prepare appraisal report to determine fair market value and market analysis to determine rental market conditions.	$5,000
Legal	Legal review	$20,000
City Fees	Permit and submittal fees	$10,000
Total Eligible Expenses		**$83,483**

EXHIBIT E

PERFORMANCE SCHEDULE

Action	Date
1. Developer executed Purchase Agreement with Owner of Site and opens escrow.	Immediately Upon approval of Agreement
2. Developer provides City with copy of fair market appraisal and Voluntary Sales Letter.	Within 30 days of approval of Agreement but not later than November 30, 2013
3. Developer engages its own environmental consultant[s] to make such investigation as Developer deems necessary, including Phase I Environmental Assessment, Lead-Base Paint and Asbestos Investigation, Soils, Property Survey, etc. Developer will promptly provide copies of all reports and test results to City staff.	Upon approval of Agreement.
4. The Developer will submit to the City for review and approval: a Rehabilitation Plan, Scope of Work, Summary Budget and related information containing the overall plan for development of the site.	Within 30 days of approval of Agreement but not later than November 30, 2013
5. Execution and Delivery of an Affordable Housing Loan Agreement by Developer. The Participant will execute and deliver Affordable Housing Loan Agreement to City.	Not later than March 20, 2014
6. Developer to close escrow.	December 31, 2014

City Council Staff Report

DATE: January 7, 2015

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

TO: The Honorable Mayor and City Council

VIA: Paul Talbot, City Manager

FROM: Tom Cody, Director of Human Resources and Risk Management

SUBJECT: Adoption of a Resolution of the City Council of the City of Monterey Park, California Approving and Adopting the Memoranda of Understanding between the City and the Monterey Park Police Officers' Association fixing the rate of compensation and other terms and conditions of employment for represented employees for the term July 1, 2014 to June 30, 2016.

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution approving implementation of the Memoranda of Understanding between the City of Monterey Park and the Monterey Park Police Officers' Association (MPPOA); and
2. Authorize the expenditure of $296,047 for the 2014-2015 fiscal year, and amend the 2014-2015 Budget accordingly; and
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Representatives of the City of Monterey Park have meet on numerous occasions with representative of the Monterey Park Police Officers' Association (MPPOA) regarding wages, medical, benefits including vision and dental, uniform allowances, educational incentive allowances, longevity, work schedules and other terms and conditions of employment. The results of these negotiations are contained in the attached Memoranda of Understanding (MOU), which is being presented to the City Council for approval and adoption of an implementing Resolution.

Summary of this Memoranda of Understanding proposal:

- 3% cash payment for fiscal year 2014-2015, based on the classification salary table, with Council approval of the MOU.
- By December 2015, if the identified "Economic Development Threshold" is achieved and the "Fiscal Safety Net" is not exceeded, employee shall receive a six (6)-month 3%

retroactive cash payment to July 1, 2015 and a 3% salary increase will be granted as of the first payroll cycle in January 2016.

- Increase medical, dental, vision, life insurance plans
- Increase Educational Incentive Pay
- Increase Uniform Allowances
- Increase Accrued Leave pay-outs at current compensation level
- Longevity compensation in the 25th year of employment with the City of Monterey Park.
- Ends retire medical compensation for employees hired after July 1, 2015.

BACKGROUND:

The 2012 – 2014 MOU with MPPOA expired on June 30, 2014. The provisions of that MOU continues until a successor MOU is approved.

The City has endured fiscal difficulties and challenges for the past four (4) years due to the gripping economic recession the nation has suffered which hit especially hard in California. The impact here in Monterey Park resulted in a 17% layoff for miscellaneous employees, temporary salary reductions for some safety groups, 9% PERS employee pick-up for safety employees and no salary schedule increases or cost of living adjustments for employees during this time period.

While the City's financial condition has improved slightly as the California economy has slowly recovered, the change has not been substantial. The City has encouraging proposed developments, which when developed, will provide additional General Fund revenue to the City through transient occupancy tax (TOT) and sales and property tax revenue.

Therefore, the first year of the proposed two year MOU contains a 3% cash payment with no salary increase for this labor association. The second year includes a proposed salary increase tied to a defined economic development/fiscal safety net formula (Economic Development is defined as a minimum of $700,000 in building permit and impact fees paid by December 15, 2015 for any combination of the developments identified as the AG Hotel, Double Tree Hotel, Marriott Hotel, Monterey Market Place and the Monterey Park Towne Centre (attachments to MOU's). The Fiscal Safety Net formula is defined as the 2014-2015 fiscal year CAFR's report delivered approximately December 15, 2015, which would indicate no more of a negative fluctuation of expected revenues verse expenditure exceeding $450,000 verse forecasted and budgeted revenues and expenses in the 2014-2015 fiscal year budget). The two year proposal also includes ending retiree medical for new employees hired after July 1, 2015. This MOU also shows negotiated increases for City contributions towards employee medical, dental and vision plans, as well as increases in educational incentive and uniform allowances and a nominal longevity pay upon the completion of 25 years of employment with the City of Monterey Park.

These negotiation results represent direction given to staff during the negotiations process.

FISCAL IMPACT:

These negotiated changes to the MPPOA safety employees MOU represents a total first year cost (fiscal year 2014-2015) of approximately $296,047. This cost will be allocated among the General Fund reserves and various City fund reserves. The second year cost (fiscal year 2015-2016) will be approximately $352,812.

Respectfully submitted by:

Tom Cody
Director of Human Resources and
Risk Management

Approved by:

Paul L. Talbot
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Spreadsheet Summaries of MOU Changes
2. Monterey Park Police Officers' Association MOU and Resolution

S:\DIRECTOR'S Files\Cody\Staff Reports\2015\Staff Report POA MOU 1-7-15

ATTACHMENT 1
Spreadsheet Summaries of MOU Changes

Summary of POA MOU changes

Term - 2 years ending June 30, 2016

Item	Current	2014/2015	2015/2016
Compensation			
Pay		3% cash award based on annual salary scale	**Conditional** -3% cash award for the first 6 months. 3% pay increase for second 6 months* (*pay increase if economic threshold is met, 3% cash award if not)
Benefits			
Increased Medical Contribution	$1,000mo	$1,100mo	$1,150mo
Increased Dental Contribution	$55mo	$65mo	$75mo
Increased Vision Contribution	Employee only - $7.23mo	Employee and dependants - Max $20.00	Employee and dependants - Max $20.00
Increased Life Insurance	$50,000	$100,000	$100,000
Longevity Pay	n/a	$200 mo after 25 years of continuous service with the City of MP	$200 mo after 25 years of continuous service with the City of MP
Medical Insurance Opt-out	170mo	$300mo	$300mo
Retire Medical Health Benefits	$485mo/$650mo(20+years)	No change. $485mo/$650mo(20+years)	$485mo/$650mo(20+years). Ends for new hires after 7/1/15
Other			
Holiday	on/off duty: 8 hrs/day	on duty/off duty: 10 hrs/day	on duty/off duty: 10hrs/day
Annual Cash Out	50 hours	80 hours - minimum 40 hours in vacation bank	100 hours - minimum 40 hours in vacation bank
Family Sick Leave	Included in sick leave	Cannot exceed 80 hours in one calendar year	Cannot exceed 80 hours in one calendar year
Uniform Allowance	$625 annual	$650 annual	$675 annual
Educational Incentive	AA Degree $135; Bachelors Degree $275; Masters Degree $325; Intermediate POST $100; Advanced POST $175	AA Degree $135; Bachelors Degree $275; Masters Degree $325; Intermediate POST $175; Advanced POST $250; Combination of BA/MS and Post Spvr/Mgmt $50 additional; (Not cumulative and cannot exceed $375)	AA Degree $135; Bachelors Degree $275; Masters Degree $325; Intermediate POST $175; Advanced POST $250; Combination of BA/MS and Post Spvr/Mgmt $50 additional; (Not cumulative and cannot exceed $375)
Education Enrollment Cost Reimbursement	$25 for books/semester (6 units or less); $50 for books/semester (7 units or more)	$75 for books/semester (6 units or less); $200 for books/semester (7 units or more)	$75 for books/semester (6 units or less); $200 for books/semester (7 units or more)
Special Assignment	Police Officers Supervising other sworn personnel ($0)	$50/day for Police Officers Supervising other sworn personnel (cannot exceed $200 in 28 day scheduling period)	$50/day for Police Officers Supervising other sworn personnel (cannot exceed $200 in 28 day scheduling period)

ATTACHMENT 2
Monterey Park Police Officers' Association
MOU and Resolution

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION

TWO-YEAR AGREEMENT: 07/01/2014 – 06/30/2016

TABLE OF CONTENTS

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION
TWO YEAR AGREEMENT **07/01/2014 – 06/30/2016**

MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK POLICE ASSOCIATION
TWO YEAR AGREEMENT 07/01/2014 - 06/30/2016

PREAMBLE

This Memorandum has been prepared in accordance with the California Government Code (Section 3500 et seq.). The City of Monterey Park, California, hereinafter referred to as the "City", and the Monterey Park Police Officers Association, hereinafter referred to as the "Recognized Employee Organization," have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith. Unless specifically provided herein, changes in wages, hours and terms and conditions of employment shall be prospectively effective the first pay cycle following July 1, 2014 and after City Council adoption of this MOU.

ARTICLE 1 - SCOPE OF MEMORANDUM OF UNDERSTANDING

It is the intent and purpose of this Memorandum to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning wages, hours of employment, and other conditions of employment.

ARTICLE 2 - RECOGNITION

A. The City acknowledges the Recognized Employee Organization as the representative for certain employees in the Police Department of the City of Monterey Park, California, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

B. This Memorandum shall cover all employees working in the classification of Police Agent and Police Officer on the effective date of this agreement.

C. This Memorandum does not preclude employees in such employment classifications from representing themselves individually in their employment relations with the City.

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS

A. To insure that the City is able to carry out its statutory functions and responsibilities, the following matters will not be subject to the terms of this Memorandum, but shall be within the exclusive discretion of the City: to select and determine the number and types of employees required; to assign work to employees in accordance with the City; to establish and change work schedules and assignments; to hire, transfer and to promote or to lay off employees for lack of work and for all other legitimate reasons; to suspend, discipline or discharge for just cause; to expand or diminish services; to subcontract any work or operations; to determine and change at its sole discretion, the number of locations, relocations and types of operations and the processes and materials to be employed.

B. Not withstanding the above, the City hereby agrees to Meet and Confer with the Recognized Employee Organization on any changes regarding hours, work schedules, salaries, or working conditions. The City agrees to adhere to the job specifications established for each classification.

ARTICLE 4 - EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES

A. During the life of this Memorandum, all employees as described above in Article 2, Section B, shall have the right to join the Recognized Employee Organization, or to refuse or refrain from joining said organization.

B. Members of the Recognized Employee Organization may, by any reasonable methods, select three (3) representatives who may or may not be City employees to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during regular duty or working hours, without loss of time, provided:

1. That no employee representative shall leave their duty or workstation or assignment without specific approval by any authorized departmental management official.

2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with or interruption of assigned work schedules or work performance.

C. The City will deduct dues and initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization card.

D. Deductions as are authorized in writing by the employee shall be deducted from earned wages or salaries on each payday of each month. The City shall forward to the Recognized Employee Organization all dues and/or initiation fees deducted from the employees for any month, the first of the succeeding month.

E. The Recognized Employee Organization shall indemnify, defend and hold the City harmless against claims and any suit instituted by an employee against the City which shall arise out of any action which shall be taken by the City in accordance with the foregoing provision as set forth in Sections C and D above.

F. The Recognized Employee Organization representatives, while on City property, shall abide by the City's safety rules and regulations.

G. The Employee Representatives will include at least one employee member. Employee Representatives shall be provided reasonable release time, without loss of salary or benefits, for purposes of collective bargaining and/or processing of employee grievances. In addition, Association representatives may be granted reasonable release time to attend Association sponsored training programs, seminars, and conferences, subject to prior City approval.

H. A written list of the Officers of the Recognized Employee Organization and the Employee Representatives shall be furnished to the City immediately after their designation, and the Recognized Employee Organization shall notify the City promptly in writing of any changes of such Officers or Representatives.

ARTICLE 5 - COMMUNICATIONS

Space shall be provided on City bulletin boards for the posting of the following notices of immediate concern to the employee group members:

1. Recognized Employee Organization recreational and social activities.

2. Recognized Employee Organization election notices and results.

3. Recognized Employee Organization meetings and events.

4. Such other notices as may be mutually agreed upon by the Recognized Employee Organization and the Department Director or representative.

5. All notices and materials regarding the business of the Recognized Employee Organization.

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

A. The Recognized Employee Organization hereby agrees that during the terms of this Memorandum, the employees of the City, as set forth in Article 2, Section B., the officers and/or agents of the Recognized Employee Organization shall not engage in, encourage, sanction, support, authorize or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignation, mass absenteeism, or any other intentional interference of work of the City. However, information pickets, following an impasse in the Meet and Confer process, are excluded from this Article and are therefore allowed as long as the picketing is not violent, does not block ingress or egress and/or does not interfere with the public health, safety or order.

B. In the event any employee, or employees, participate in any of the prohibited activities stated above, the Recognized Employee Organization shall notify such employee or employees, so engaged to cease and desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.

C. The employee, or employees, participating in the activities prohibited above shall be subject to disciplinary action by the City, including suspension or discharge in accordance with the City's Personnel Rules and Regulations.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a formal written or oral allegation by a member of the Association on behalf of specified unit members of the bargaining unit who have been adversely affected by an alleged violation of the specific provisions of this Memorandum of Understanding, the City's Personnel Rules, written Department Rules, Regulations, policies and procedures or an appeal of a disciplinary action decision by the City Manager.

2. A "disciplinary grievance" is a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations. A "disciplinary grievance" shall be filed after the written receipt of the City Manager's decision, and shall constitute the sole and exclusive process of appeal. Such appeals shall be processed at Level IV, Administrative Hearing.

3. A "grievant" is any unit member or the Association on behalf of specified unit members adversely affected by an alleged violation within the scope of the grievance procedure as defined above.

4. A "day" is any day in which the administrative offices of the City of Monterey Park are open for regularly scheduled business.

B. GENERAL PROVISIONS

1. Until final disposition of a grievance, the grievant shall comply with the lawful orders of the grievant's immediate supervisor.

2. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, unless otherwise mutually agreed to by the parties.

3. Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or the Association. Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement. Failure by the City to meet established deadlines shall entitle but not obligate the grievant to appeal to the next step of the procedure.

4. Every effort will be made to schedule meetings for the processing of grievances during the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

5. Any unit member may, at any time, present grievances to the City and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to the hearing and the adjustment is not inconsistent with the terms of this Memorandum; provided that the City shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response within twenty (20) days. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Association, which may include the attorney of the Association. The Association may also be represented at any grievance meetings and will be notified of any such meetings.

6. This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to disciplinary actions as defined in the Personnel Rules and Regulations and shall satisfy all administrative appeal rights and protection.

7. There shall be no reprisals, interference, coercion or discrimination against any Department employee for processing a grievance at any level, or for assisting a grievant in the processing of a grievance.

C. PROCEDURE - Grievances will be processed in accordance with the following procedures:

1. Level I - Informal Resolution: Any unit member or the Association who believes he/she has a grievance which is within the scope of the grievance procedure of this Memorandum of Understanding shall present the grievance orally to the immediate supervisor within fifteen (15) workdays after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal procedure that at least one personal conference be held between the aggrieved employee, their representative and the immediate supervisor.

2. Level II - Formal Written Grievance

a. If the grievance is not settled during the informal conference and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the Police Chief within ten (10) days after the oral decision by the immediate supervisor.

The written information shall include: (a) a description of the specific grounds of the grievance; (b) a listing of the provisions of this agreement, personnel rules, regulations or procedures alleged to have been violated; and (c) a listing of specific actions requested of the City which will remedy the grievance.

b. The Police Chief or his designee shall communicate the decision, in writing, to the grievant within ten (10) days after receiving the grievance.

c. Within the above time limits the parties may request a personal conference.

d. Grievances which do not allege grievable subjects as defined under Section A.1 above are not subject to review above this level.

3. Level III - Appeal to the City Manager

a. If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision at Level II, appeal the decision to the City Manager. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

b. The City Manager shall communicate the decision, in writing, to the grievant within ten (10) days. If the City Manager does not respond within the time limits provided, the grievant may appeal to the next level.

4. Level IV - Administrative Hearing

a. If the grievant is not satisfied with the decision at Level III, or if an employee or the Association wishes to appeal the disciplinary decision of the City Manager, the grievant/employee may, within ten (10) days of the receipt of the decision, submit a request in writing to the Association for an administrative hearing of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the Association shall inform the City, in writing, of its request to have an administrative hearing. The Association and the City shall attempt to agree upon a hearing officer.

If no agreement can be reached, they shall request that the City supply a list of seven (7) names of persons experienced in hearing grievances in cities from a panel mutually selected by the Association and the City. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the Hearing Officer. The order of the striking names shall be determined by lot.

b. If either the City or the Association so requests, the Hearing Officer shall be requested to hear the merits of any issues raised regarding grievability. No hearing on the merits of the grievance will be conducted until the issue of grievability has been decided. The same Hearing Officer shall decide the issue of grievability, and if grievable, then the merits of the dispute.

c. The Hearing Officer shall, within thirty (30) days unless both parties agree otherwise, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the Hearing Officer shall determine the issues by referring to the written grievance and the answers thereto at each step.

d. The Hearing Officer shall hold a hearing on the issue submitted or as determined by the Hearing Officer if the parties have not mutually agreed upon the issue, and render a written decision. The conduct of the hearing proceedings shall be governed by California Code of Civil Procedure section 1280 et. seq. The Hearing Officer's decision shall be final and binding. The Hearing Officer's decision is reviewable under California Code of Civil Procedure 1094.5.

e. The City and the Association agree that the jurisdiction and authority of the Hearing Officer so selected and the opinions the Hearing Officer expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The Hearing Officer shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or the written ordinances, resolutions, rules, regulations and procedures of the City or the Department, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this Agreement. The Hearing Officer shall be without powers or authority to make any decision that requires the City or management to do an act prohibited by law.

f. In the event that this grievance procedure is used to challenge disciplinary actions, the Hearing Officer shall prepare a written decision containing findings of fact, determination of issues, and statement of the precise disciplinary penalty, if any.

g. After a hearing and after both parties have had an opportunity to make written arguments, the Hearing Officer shall submit in writing to all parties his/her findings and award.

h. The fees and expenses of the Hearing Officer shall be shared equally by the City and Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire hearing. The cost of the services of such court reporter shall be shared equally by the parties.

i. By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/administrative hearing procedure. The processing of a grievance beyond level III shall constitute an express election on the part of the grievant that the grievance/administrative hearing procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the hearing award in any court of competent jurisdiction.

j. With regard to discipline-related hearings governed by this Section (C)(4), where the discipline subject to appeal consists of a minimum of 8.1 hours and a maximum of 24 hours, the following limitation shall apply to the amount of time available to each party to the hearing for a presentation of any individual party's case. For purposes of time-limit computation only, the Association and any one (1) employee, as well as any other entity that may properly be appearing on behalf of or with an interest similar to the Association or employee, shall be jointly deemed to be the same one party for computing the time limitation on presentations. Accordingly, the time limitation shall not be multiplied by the number of individuals or entities appearing, on behalf of, or with an interest similar to, the individual employee who has been disciplined.

Each party to the Article 7 administrative appeal shall be limited to a maximum of twelve (12) hours of presentation time during conduct of an administrative appeal pursuant to MOU Article 7(C)(4) Level IV Administrative Hearing.

"Presentation Time" against which shall be charged the twelve (12) hour presentation time limitation, shall include oral opening statement and oral closing argument, direct/redirect examination of witnesses, rebuttal and sur-rebuttal witness testimony, demonstrations, and site inspections (excluding travel time to and from the site). Cross examination shall not be counted as part of the "Presentation Time."

The hearing officer shall record and maintain account of all such hours by means of a timekeeping device suitable to the task. Absent stipulation by the parties to extend the twelve (12) hour limitation, the hearing officer shall have no authority to extend said limitation.

5. Disciplinary Proceedings (one day suspension): For purposes of this section alone, a one (1) day suspension shall be equivalent to eight (8) hours of salary, regardless of the actual hours worked in a shift. Suspensions of one (1) day shall be excluded from the arbitration appeal process. Upon receipt from the Chief of Police or his designee of a notice of intended penalty of one (1) day or less, the employee shall have ten (10) business days (Monday - Friday) to submit a written request to the City Manager requiring mediation. The matter shall then be submitted to a mediator provided by the State Mediation and Conciliation Service. Absent agreement as to identity of the mediator, the parties shall alternately strike names from a list supplied by the Los Angeles Office of SMCS. A mediation session shall then be calendared. The mediation shall not be an evidentiary hearing. Neither party shall be represented by an attorney although non-attorney representatives shall be permitted. There shall be no subpoena power, no submission of briefs, and the mediation shall conclude within the same business day that it commenced. If the manner in which the mediation is resolved is unsatisfactory to either party, then the proceeding before the City Manager shall provide the due process mandated by Skelly v. State Personnel Board and shall not be an evidentiary hearing. The decision of the City Manager shall be final and binding and shall not be subject to review in any other administrative or court tribunal.

ARTICLE 8 - OVERTIME

A. 7K EXEMPTION: The City of Monterey Park has exercised its ability to declare the "7K" exemption under the Fair Labor Standards Act (FLSA) for sworn police personnel. The work period for such employees shall be twenty-eight (28) days in length commencing on Saturday, April 20, 1985 at 2:00 a.m.

B. WORK HOUR PLANS: The City and the Association agree that the Department will continue to utilize the three-twelve (3/12), four-ten (4/10) and five-forty (5/40) work hour plans during the term of this Agreement. The three-twelve (3/12) work hour plan shall cover patrol Officers and Agents. The four-ten (4/10) work hour plan shall cover motorcycle Officers and Agents and all detective positions.

In the event of an emergency, as determined by the Chief of Police in his/her sole discretion, the City may cancel, alter or amend the work schedule as necessary, and only for the duration of the emergency, immediately and without the requirement of engaging in the meet and confer process.

Section 3/303 of the Department's Operations Manual concerning the scheduling rotation and modification of shift assignments shall be modified to include the following provision: Officers shall be provided twelve (12) days notice prior to any shift change, reassignment or modification. The twelve (12) day notice requirement shall not apply in the case of emergency situations. For the purpose of this rule, emergencies shall mean any unforeseen or unplanned event that impacts Department staffing needs. The twelve-day notice requirement set forth above shall not apply to probationary Police Officers.

C. OVERTIME: For employees assigned to the three-twelve (3/12) work hour plan, overtime shall be defined as that time authorized and actually worked by an employee in excess of one hundred sixty (160) hours within the twenty-eight (28) day work period. All employees required to work in excess of the standard work period of one hundred and sixty (160) hours shall receive compensation at the rate of time and one-half (1 1/2) of his/her rate of pay. For employees assigned to the four-ten (4/10) and eight to five (8-5) work hour plan, overtime shall be defined as that time authorized and actually worked by an employee in excess of eighty (80) hours within the fourteen (14) day pay period. All employees required to work in excess of the standard work period of eighty hours within the fourteen day work period shall receive compensation at the rate of time and one-half (1 1/2) of his/her rate of pay.

All employees assigned to work the three-twelve (3/12) work hour plan and who work in excess of one hundred and sixty (160) hours within the twenty-eight (28) day work period shall be compensated at the completion of the twenty-eight (28) day work period. Regardless of the amount of overtime hours accrued during the first half (80 hours) of the standard work period, employees shall be compensated eighty (80) hours for that pay period, and the balance of the hours worked shall be compensated at the completion of the twenty-eight (28) day work period. All overtime requests must have the authorization of a supervisor prior to the commencement of such overtime work. Dispatched calls beyond the end of duty time are considered as authorized. An employee's failure to obtain prior approval will result in the denial of overtime request.

All eligible employees assigned to work the four-ten (4/10) and eight to five (8-5) work hour plans and who work in excess of eighty (80) hours within the fourteen (14) day work period shall be compensated for overtime at the completion of the fourteen (14) day pay period.

Determinations as to whether or not overtime shall be assigned and/or worked remains in the sole discretion of a responsible supervisor. However, where in the sole discretion of the responsible supervisor, overtime can be efficiently worked by any member of the shift without regard to particular skills or abilities of any eligible employee, then said overtime shall be assigned based on seniority, except in those cases where the overtime duty arises from a case or incident involving another shift Officer. In such case, the involved Officer shall be assigned the overtime, regardless of seniority.

In those instances where overtime is made available on a Department-wide basis (such as for a movie detail), then said overtime shall be assigned on a seniority basis, unless in the sole discretion of the responsible supervisor(s), particular skills and abilities of Officers are relevant to the assignment of any individual(s) to the overtime duty.

In cases where seniority is utilized to make overtime assignments, the responsible supervisor shall make a reasonable attempt to advise the eligible Officer(s) of the overtime eligibility. Upon said overtime offer either being rejected or the eligible Officer not being subject to reasonable contact, the responsible supervisor shall repeat said notification steps until the overtime availability is selected. Disputes as to whether or not a "reasonable attempt" was made to contact an Officer eligible for seniority-based overtime selection, shall not be subject to the grievance procedure or to any other administrative or civil method of appeal, and the determination of the responsible supervisor in this regard, shall be final, conclusive and not appealable through any means.

Regardless of the above, any responsible supervisor retains the right in his or her sole discretion to disregard seniority in rendering an overtime assignment when, in the sole discretion of the responsible supervisor, the needs of the Department and/or community so dictate. Said decision shall not be subject to any administrative or civil challenge and shall be final and conclusive.

For the purpose of determining overtime, vacation, sick leave, compensatory time off and/or other paid leave time shall be considered compensable hours of work.

D. COMPENSATORY TIME OFF: In lieu of receiving cash payment at the regular rate of pay (Section C) for overtime hours worked, an employee may elect the option of taking compensatory time off. Compensatory time shall be earned at the rate of time and one-half (1 1/2) for each hour worked. All compensatory time on the books will be paid down to forty (40) hours as of December 1 of each year. The remaining balance will remain on the books until such time as employee utilizes the compensatory time.

E. PAID LEAVE ACCRUAL RATES: Employees assigned to the three-twelve (3/12) and four-ten (4/10) work hour plans shall continue to accrue vacation, holiday and sick leave in accordance with the current accrual rates as outlined herein. When vacation, holidays or sick leave is used, the employee shall be charged based on actual time taken off in relation to his/her regularly assigned shift.

F. REGULAR RATE OF PAY: For the purpose of computing overtime, the employee's regular rate of pay shall include the following components, if applicable, in addition to base salary:

1. Educational Incentive
2. Bilingual Pay
3. Special Assignment Pay
4. Longevity Pay
5. Medical Opt-Out Pay

G. COMPENSABLE HOURS OF WORK:

1. Firearms Qualification: Employees who choose to shoot at the range at times other

than as required for qualification and training by the Department, will be considered to be on personal time. Such time is not counted as working time and is not compensable in any manner whatsoever.

2. Voluntary Training Time: Voluntary attendance at training schools/facilities (including the academy) which improves the performance of regular tasks and/or prepares for job advancement are not compensable for hours in excess of the employees' normal work shift. Any such time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits is not compensable hours of work, even though the employee may be confined to campus or to barracks twenty-four (24) hours a day.

   Travel time to and from the training facility outside of an employee's normal work shift is not compensable hours of work.

   Mandatory training as required by the Department and/or POST is compensable for actual time spent in training. Travel time for mandatory training is compensable as required by the FLSA. If the use of a personal vehicle is authorized for attendance at mandatory training, mileage shall be reimbursed at current IRS rates, as they exist from time to time during the term of the MOU, for actual miles traveled.

3. City Vehicle Use: Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle.

   This provision also applies in those situations where the radio must be left on and monitored.

   This provision does not preclude compensation in those instances where an employee is required to perform emergency law enforcement duties as required by law. In such cases, appropriate compensation shall be provided.

4. Canine Assignment: Employees assigned to canine duty shall not be compensated in any manner whatsoever for hours spent in travel time to and from work in a City vehicle, unless such travel time is interrupted to perform law enforcement duties. In the event that such travel time is interrupted to perform law enforcement duties, the officer will be compensated for actual time spent engaged in such duties. Canine Officers shall be compensated for off-duty time spent in the care, feeding, grooming, exercise, incidental training, and companionship of their assigned dog in accordance with provisions of Article 34 – Special Assignment Pay.

   Nothing herein precludes an officer from being compensated for actual time spent in department required and approved training at times other than the officer's regular working hours.

5. <u>Gym Facility</u>: The City provides a room to be used as a gym facility for the voluntary use of employees during their off-duty hours, in accordance with the letter of October 15, 1981 from the Association and agreed to by the City Manager. Time spent by employees in working out at the gym facility is not considered hours worked and will not be compensated in any manner.

6. <u>Emergency Call Back Pay</u>: Call-back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call-back does not occur when an employee is held over from his/her shift or is working prior to his/her regular scheduled shift. An employee called back to duty shall be credited with a minimum of three (3) hours work time commencing when he/she receives the call. An employee shall report to duty within a reasonable period of time not to exceed one (1) hour. Any hours worked in excess of three (3) hours shall be credited on a hour-for-hour basis for actual time worked. Travel time from the station to residence shall not be considered hours worked and shall not be compensated in any manner whatsoever. This provision is to be distinguished from "Court Standby" pay in Section 8 which is to be used when an employee is called back to court.

7. <u>Court Pay</u>: When an officer is physically called to court, he/she shall be credited on a hour-for-hour basis for the time actually spent in court, commencing one-half (1/2) hour prior to the scheduled court appearance. An employee shall be credited with a minimum of three (3) hours for each scheduled court appearance. Only one (1) minimum shall apply per payday. These three (3) hours will ultimately be paid in the pay period at time and one-half (1 1/2).

   Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever unless the employee first responds to the station.

8. <u>Court Standby</u>: A member of the Association who, while off duty, is on court standby status, may leave a telephone number where he/she may be reached while on court standby. Such time is not considered hours worked. However, in recognition of the City's past practice, the employee will continue to receive credit for three (3) hours (these three (3) hours will ultimately be paid in the pay period at time and one-half (1 1/2)), provided that the employee is not actually required to be present in the court building. If any employee is required to go to court, this three (3) hour period is applied to court pay under Section 7.

   Alternatively, an employee on court standby, may, with the permission of the Chief of Police or his designee, report to the police facility, in uniform, for assignment while awaiting court. An employee shall be credited on a hour-for-hour basis for time actually worked while on standby. Travel time to the police facility shall not be considered hours worked and shall not be compensated in any manner whatsoever.

ARTICLE 9 - VACATION

A. Policy: It is the intent and purpose of this vacation leave policy that all employees avail themselves of accrued vacation time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Police Department may periodically impact the ability of an employee to utilize any or all of his/her annual vacation accrual.

B. Vacation Accrual:

1. Accrual Rate: Employees shall accrue paid vacation time on the basis of years of paid service. The accrual rate shall be as follows:

0 - 6 years	eleven (11) days per year
7 + years	one (1) additional day per year to a maximum of twenty-five (25) days

2. Accrual Caps: Except as provided herein, no employee may accrue greater than 400 vacation hours.

The total number of vacation hours accrued on or before January 14, 1995 shall not be subject to the above accrual limitation and shall be placed in a separate accrual bank (vacation hours Bank No. 1). The number of vacation hours contained within Bank No. 1 on January 14, 1995 shall not increase except as provided below.

Concurrent with the creation of Bank No. 1, there shall be created a second vacation bank (Bank No.2) that shall have a balance of zero at its inception. Vacation hours accumulated after January 14, 1995 shall be deposited in Bank No. 2. Except as provided below, if Bank No. 2 should equal 400 hours, then no vacation hours or cash equivalency shall be earned by the employee until the balance in Bank No. 2 is less than 400 hours.

Only in exceptional circumstances shall an employee be allowed to exceed the maximum vacation accrual. In no case shall an employee's request to accrue vacation in excess of the accrual cap be granted if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 11 of this MOU. Any approval to accrue in excess of the accrual cap requires a written request from the Police Chief to the City Manager stating that the employee will not be authorized to utilize vacation prior to reaching the accrual cap because of Department staffing requirements. The City Manager's approval is required. The number of hours allowed above the cap shall be in an amount sufficient to allow the employee 60 days to utilize vacation time prior to again reaching the cap. The approved number of hours shall be placed in bank number 1.

C. Use of Vacation Time: Probationary employees shall be authorized to utilize accrued vacation time prior to conclusion of the probationary test period.

Use of vacation time during the calendar year shall be approved by the Chief of Police or his designee, with due regard for the wishes of the employee, the employee's accumulated vacation credits, and particular regard for the needs of the Department.

ARTICLE 10 - HOLIDAY SCHEDULE

Policy: It is the intent and purpose of this holiday leave policy that all employees avail themselves of accrued holiday time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Police Department may periodically impact the ability of an employee to utilize any or all of his/her annual holiday accrual.

Employees of the Police Department who are assigned to work around-the-clock shifts receive thirteen 10-hour (130 hours total) floating "holidays-in-lieu" of specific holidays off. These holidays shall accrue on the following days:

CITY HALL CLOSED

Regular:	New Year's Day	Thanksgiving Day
	Washington's Birthday	Day After Thanksgiving Day
	Memorial Day	Christmas Eve
	Independence Day	Christmas Day
	Labor Day	New Years Eve Day (effective 12/31/2007)
	Veteran's Day	

CITY HALL OPEN

Floating:	Admission's Day	Columbus Day

All other unit employees shall receive eleven (10-hour) paid holidays (see "Regular" holidays listed above), two (10-hour) floating holidays to replace Admission's Day and Columbus Day. These amounts are the maximum an employee can accrue. Hold-over time and/or overtime greater than the assigned hours shall not be applicable to this article.

Except as provided herein, no employee may accrue greater than 192 holiday hours.

The total number of holiday hours accrued on or before January 14, 1995 shall not be subject to the above accrual limitation and shall be placed in a separate accrual bank (Bank No. 1). The number of holiday hours contained within Bank No. 1 shall not increase after January 14, 1995 except as provided below.

Concurrent with the creation of Bank No. 1, there shall be created a second holiday bank (Bank No.2) that shall have a balance of zero at its inception. Holiday hours accumulated after January 14, 1995 shall be deposited in Bank No. 2. Except as provided below, if Bank No. 2 should equal 192 hours, then no holiday hours or cash equivalency shall be earned by the employee until the balance in Bank No. 2 is less than 192 hours.

Only in exceptional circumstances shall an employee be allowed to exceed the maximum holiday accrual. In no case shall an employee's request to accrue holiday in excess of the accrual cap be granted if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 11 of this MOU. Any approval to accrue in excess of the accrual cap requires a written request from the Police Chief to the City Manager stating that the employee will not be authorized to utilize holiday prior to reaching the accrual cap because of Department staffing requirements. The City Manager's approval is required. The number of hours allowed above the cap shall be in an amount sufficient to allow the employee an opportunity to utilize holiday time prior to again reaching the cap. The approved number of hours shall be placed in bank number 1.

ARTICLE 11 - ACCRUAL CASH-OUT

Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU represented members may elect to, annually, during any fiscal year, cash-out up to a total of eighty (80) hours of accumulated and earned vacation time or holiday time (or a combination thereof) and this shall be revised to one hundred (100) hours effective July 1, 2015. Requests for cash-out are to be submitted in a manner prescribed by the City.

ARTICLE 12 - SICK LEAVE

A. Sick leave with pay shall be granted to every full time employee who has been continuously employed for a period of time in excess of 30 days. Such sick leave shall be granted by the appointing authority at any time after 30 days of employment, at the rate of 7.33 hours per month (80 hours per year) for each full calendar month of continuous employment with the City, including time served in probationary status.

    1. Effective the first of the month following implementation of this MOU 8.00 hours per month (96 hours per year),

B. Sick leave shall not be considered as a privilege, which an employee may use at his/her discretion, but shall be allowed only in the case of necessity and actual sickness or disability, incurred on or off the job.

C. There shall be no limitation on the number of days that an employee may accumulate during his tenure of employment.

    1. On July 1, 2012, any existing sick leave balance in the employee's MOU Section 12 account shall be placed in a separate leave bank and the amount of that bank shall not be increased nor added to. The hours in the bank shall be subject to the reimbursement provisions described below as being in MOU Section 12H. The employee shall be allowed to utilize this sick leave bank balance to fund future illnesses/sick leave. However, the employee shall not be

required to utilize this sick leave account unless or until the employee elects to do so. For example if an employee had 1,000 hours of sick leave in this account and retired for service, the employee would be provided 50% cash out upon service retirement. Accordingly, the employee has the option of utilizing the following newly created 800 hour sick leave account before utilizing this frozen account.

2. Commencing on July 1, 2012, sick leave earned by bargaining unit members shall be deposited into a second sick leave account which shall be capped at a maximum of 800 hours. Upon having 800 hours in the second sick leave account there shall be no further accrual of sick leave unless or until use results in a balance of less than 800 hours. Employees, who retire from the city with more than 10 total years of city service, beginning from the date of employment, shall be eligible to cash out sick leave in the "second" sick leave account at the rate of 12 hours for each one full year (12 months) of city service. City service, for the purposes of determining hours eligible for cash out, shall be calculated beginning July 1, 2012.

3. In addition, the City contracts with CalPERS for the Credit for Unused Sick Leave option (Section 20965). Any amount of sick leave accrual not taken as cash payment will be reported to CalPERS for calculation as additional service credit.

4. Upon death of an employee prior to retirement, the City will pay to the employee's designated beneficiary the employee's accumulated sick leave accrual in an amount consistent with the above retirement-related pay-out schedules as separately set forth in C(1) and C(2) above.

D. In order to receive compensation while absent on sick leave, the employee shall, under normal circumstances, notify his/her immediate supervisor, or the on-duty watch commander prior to the time set for the beginning of his/her daily duties. A supervisor may require an employee to submit a health care provider's statement of illness or other satisfactory verification of illness regardless of the length of an employee's period of absence. Following any period of absence, a supervisor may require of the employee that they submit a health care provider's certificate indicating that they are capable of returning to duty.

E. The City Manager may, at any time in order to receive further information with respect to the competency of the employee to perform his job duties, request such employee to submit to a medical examination, either physical or mental, at the expense of the City.

F. Refusal of any employee to submit to such a medical examination shall constitute insubordination and grounds for disciplinary action.

G. Government Code Section 21163 provides in pertinent part that the retirement of a PERS member who has been granted or is entitled to leave, shall not become effective until the expiration of sick leave with compensation, unless the member applies for, or consents to, his or her retirement as of an earlier date, *or unless, with respect to sick leave, the provisions of a local ordinance or resolution or the rules or regulations of the employer provide to the contrary.* In this regard, it is acknowledged that as regard non-industrial disability retirements, it is the rules and regulation of the City that no employee shall be entitled to use or receive cash distribution of sick leave on or after the effective date of said retirements and that any such retirement shall be effective regardless of the employee having sick leave remaining in the employee's account. Additionally, it is acknowledged that as regards individuals suffering from an industrial disability and/or being granted an industrial disability retirement, that the following sick leave rules and regulations shall apply:

1. In any instance where the local safety member has exhausted eligibility for benefits pursuant to Labor Code Section 4850, but is not eligible for disability retirement at said time yet remains incapacitated from performance of the essential duties of the employee's position, then the employee shall have the option of electing to receive their sick leave balance existing at the time of exhaustion of the Labor Code Section 4850 benefits in accordance with the sick leave cash-out schedule contained in Section H of this Article 12, with said amounts to be distributed during each payroll period until said 50 percent amount has been exhausted. In no case shall any such distribution during one pay period exceed the gross salary to which the employee would otherwise be entitled during said pay period.

2. However, if said employee is eligible for an industrial disability retirement prior to exhaustion of benefits under Labor Code Section 4850 or simultaneous with the same, and still has sick leave remaining on account, then the retirement shall still become effective and the safety employee shall be provided a one-time cash distribution of the employee's sick leave balance as it existed on the effective date of the industrial disability retirement in accordance with the sick leave cash-out schedule contained in Section H of this Article 12. Further, said employee shall then be paid the cash value of accumulated vacation, holiday, and compensatory time off. Said payment shall, at the City's option, be paid in one lump sum or in pay period installments not exceeding the gross salary to which the employee would otherwise be entitled during said pay period.

H. Upon the service retirement of an employee, the City will pay to the employee an amount equal to 50% of the individual employee's accumulated sick leave account as revised July 1, 2012 as outline in MOU Section 12(C)(1)(2). Payment to be made at the employee's current rate of pay.

I. Upon the death of an employee prior to retirement, the City will pay to the employee's designated beneficiary under the City life insurance program, an amount equal to the separate amounts provided for in C(1) and C(4) above. Payment to be made at the employee's current rate of pay.

J. Upon accumulation of 500 sick leave hours, an employee may elect to cash-out up to ninety-six (96) hours accumulated sick leave, as long as the employee's account contains at least

500 hours after the cash out. Any such cash-out shall be at 75% value (e.g., 96 hours cash-out = 72 hours pay). Requests for cash-out will be processed the first payroll date following December 1st of each year and shall be submitted in a manner prescribed by the City.

K. Catastrophic Leave Bank. Membership in the Catastrophic Leave Bank will be voluntary and require an annual sick leave contribution of 8 hours pursuant to the provisions of Administrative Policy No. 30-10.

ARTICLE 13 - BEREAVEMENT LEAVE

Each regular employee may be granted bereavement leave at the discretion of the Chief of Police whenever death occurs to a member of the employee's immediate family. Bereavement leave may not exceed three shifts, however, if travel outside the State of California, or within the State of California but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to a total of five shifts. Shifts of Bereavement Leave are to be charged to an account separate from the employee's sick leave account.

Immediate family, for the purpose of bereavement leave, shall include: spouse, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother, brother-in-law, sister or sister-in-law of the employee.

ARTICLE 14 - FAMILY SICK LEAVE

An employee with regular status may also be granted family sick leave at the discretion of the Police Chief or his designee whenever an illness occurs to a member of the employee's immediate family. Family sick leave may not exceed eighty hours in any one calendar year. Such leave shall not be unreasonably denied.

Serious illness, for the purpose of Family Sick Leave, shall be defined as a situation, in that the family member--injured or ill-- requires hospitalization, medical attention and treatment by a physician or the attention and care of the employee. The employee is expected to make suitable arrangements for the care of the injured or ill family member as soon as practicable.

Immediate family, for the purpose of Family Sick Leave, shall include spouse, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother or sister of the employee.

In order to receive compensation while absent on family sick leave, the employee shall obtain prior verbal approval from the Police Chief or his designee. Payment for family sick leave shall not be processed for payment until the written request and verification are presented to the Department. The employee may submit the written request and verification after the period of leave.

Days of family sick leave granted shall be charged to the individual employee's accumulated sick leave account. In the event that an employee has less than forty-eight accumulated sick leave hours, family sick leave can be granted only to the extent of the employee's accumulated sick leave account balance.

ARTICLE 15 - MILITARY LEAVE

Military Leave of Absence shall be granted in accordance with provisions of the City of Monterey Park's Personnel System Rules and Regulations, Administrative Policy 30-14 and as defined in Section 395 et. seq. of the Military and Veteran's Code of the State of California.

ARTICLE 16 - JURY DUTY LEAVE

An employee who is required to serve as a trial juror, or is required to appear in court as a witness except as the litigant in the case, shall be allowed to be absent with pay, from assigned duties within the City, during the period of such service or while necessarily being present in court.

Under such circumstances, the employee shall receive regular salary while on such leave, provided that the employee remits to the City any payments or fees received as a witness, or as a juror, with the exception of travel pay, which may be retained by the employee.

The employee shall immediately advise the Department of receiving a court subpoena or governmental hearing order to serve as a witness. The employee shall be allowed leave with pay during the period of such service.

The employee shall advise the Department upon receiving a court order to appear for the initial examination as a prospective juror, or subsequently to serve as a juror. The granting of such leave with pay shall be subject to the approval of the City Manager.

ARTICLE 17 - LEAVE OF ABSENCE WITHOUT PAY

Except as modified herein, Leave of Absence shall be governed by Personnel Rule XI. Attendance and Leaves, Sec. 4 Leave of Absence, of the Personnel System Rules and Regulations of the City of Monterey Park.

A. Leave of Absence Without Pay - The City Manager may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) calendar days. However, no such leave shall be granted unless the employee's Department Director recommends and the City Manager has approved said leave prior to its commencement date. Upon a showing of good and reasonable cause, the City Manager has authority to retroactively define an unauthorized non-paid leave of absence as being approved and sanctioned.

   No such leave shall be effective except upon written request of the employee following exhaustion by the employee of all accrued paid leaves of absence (except sick leave - see below), including but not limited to vacation, holiday and compensatory time off. If the non-paid leave of absence is solely attributable to a medical condition which would allow the employee to utilize accumulated sick leave, then said sick leave shall be exhausted prior to the granting of any leave without pay status. However, those employees taking a non-paid leave of absence pursuant to the FMLA/CFRA are not required to use accrued compensatory time earned in lieu of overtime. Additionally, any such employee on a non-paid leave of absence pursuant to FMLA/CFRA, shall be required to use sick leave concurrently with said leave only if the leave is for the employee's own serious condition.

The City Council may authorize a regular employee to utilize leave of absence without pay for a period not to exceed the accumulated total of one hundred and eighty (180) calendar days during the entire term of the employee's service on behalf of the City. For example, if during an employee's length of service with the City, said employee has been granted an accumulated total of one hundred and eighty (180) calendar days of leave without pay, then said employee shall not be eligible for any additional leave without pay status for any duration of time.

The granting of a leave of absence without pay consistent with this policy shall be documented in writing by the City Manager and a copy of said documentation shall be filed with the Director of Human Resources and Risk Management.

In any instance where an employee is utilizing an approved leave of absence without pay for a period of time greater than fifty percent (50%) of a pay period, said employee shall accrue no leave benefits or seniority for the duration of time while in said status.

All request for approval of leave without pay shall be initiated by the subject employee making said request on a City provided personnel action request form and said form shall become a permanent part of the employee's personnel file.

B. Maintenance of Insurance Benefits while on Leave of Absence Without Pay - It shall be the policy of the City that when an employee maintains employment status but is in a non-paid leave of absence, then the City shall make no premium or other contributions necessary to maintain in force and effect, any or all insurance coverage for which an employee would be otherwise eligible except as required by law. If such an employee desires to maintain during an authorized non-paid leave of absence, any or all insurance benefits otherwise available to an employee, then said employee shall be required to deposit any and all insurance premium payments with the City Director of Management Services on the date that the City is otherwise required to remit insurance premium payments to the carrier. Each employee shall be advised in writing of this City policy at the commencement of the authorized leave of absence without pay. There shall be no additional notices of said obligation provided to the employee.

ARTICLE 18 - FMLA/CFRA COMPLIANCE

It is the stated intent and policy of the City that should any provision within a Memorandum of Understanding, these rules and regulations, or any other policies or procedures adopted by the City or any of its subdivisions be in violation of the California Family Rights Act and/or the Federal Family and Medical Leave Act, then such provision is null and void.

ARTICLE 19 - INDUSTRIAL INJURY AND ILLNESS LEAVE

A. Except as modified herein, Industrial Injury and Illness Leave shall be governed by Personnel Rule XI, Section 4a, Industrial Injury and Illness Leave of the Personnel System Rules and Regulations of the City of Monterey Park.

B. Subject to the requirement of Article 12, Section A of this Memorandum of Understanding, the City may make application for an employee's industrial disability retirement and said retirement shall not be effective without the member's consent earlier than the date upon which leave of absence without loss of salary under Section 4850 of the Labor Code because of the disability terminates, or the earlier date during the leave as of which the disability is permanent and stationary as found by the Worker's Compensation Appeals Board. (Government Code Section 21164).

C. An employee who is absent due to an Industrial Injury for an extended period of time will be considered to be on a Monday through Friday 0800 hours - 1700 hours schedule. The employee shall not be required to be at any specific location during this time period, however, must be available by cell or pager.

ARTICLE 20 - MODIFIED DUTY

A. Subject to the exceptions described below, modified duty shall be made available only to those individuals suffering from an industrial injury. Non-industrial disabilities related to pregnancy, shall result in the subject employee being eligible for modified duty subject only to the criteria of Section B and Section C, subsections 1-6 as described below.

B. Subject to C in this Article, it is the policy of the City to return work related injured or ill employees to work as quickly as is medically feasible. Every effort will be made to make "modified work" available to industrially injured employees who are not medically ready to return to full duties, but are able to perform light or modified duties without the likelihood of aggravating the injury. "Modified work" is defined as the performance of limited job tasks which do not encompass all of the essential duties for that particular job class. "Modified duty" shall only be made available until the employee's condition becomes "permanent and stationary" or reaches maximum medical improvement under the prevailing workers' compensation statute and in no case shall extend beyond the statutory benefit period afforded under Labor Code Section 4850 for safety personnel. "Modified duty" shall not be considered a reasonable accommodation since the essential duties for the job are not taken into consideration.

C. Modified duty may be allowed only if all of the following conditions are met:

1. The Chief of Police determines that he/she has productive work available, which is within the work restrictions imposed by the qualified medical specialist. Any such decision by the Chief of Police shall not be subject to administrative or court challenge.

2. The Risk Manager concurs that such work will not impose an unacceptable level of risk to the City or the employee; and

3. The City Manager concurs that the modified work assignment of the named employee is in the best interests of the City.

4. The determination of availability of a modified work assignment shall be made on a case-by-case basis and at the sole discretion of the City.

5. No modified duty assignment shall be made prior to conditions 1-3 being met;

6. There shall be no appeal of any decision which results in no assignment of modified duty being made.

D. Non-Industrial Modified Duty

1. In addition to the above, non-industrial modified duty may be assigned when the following additional criteria are met (pregnancy disability not subject to the restrictions described below):

   a. Employee meets all the criteria as stated in Section C of this article.

   b. Employee receives a medical release from the designated City doctor that modified duties may be performed.

   c. The prognosis is for the injury/illness to exceed 2 weeks (14 days).

   d. The employee is released to work a full shift (either 5/8 or 4/10 schedule)

   e. The employee's schedule is to be determined at the sole discretion of the Chief of Police. The Chief's determination shall not be subject to any administrative or court challenge.

   f. Modified duty for non-industrial injury/illness shall not exceed 30 calendar days in a rolling twelve-month period.

   g. An individual on non-industrial modified duty may be assigned to any Division of the Police Department or any Department of the City.

   h. No more than one individual may be assigned non-industrial modified duty at any one time unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.

i. No individual may be assigned, or continue to be assigned, non-industrial modified duty if there is any Officer assigned modified duty for an industrial injury unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.

j. At all times, industrially injured individuals shall have precedence for modified duty assignments over non-industrial injured individuals.

ARTICLE 21 - UNIFORM ALLOWANCE

A. Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU the uniform allowance shall be six hundred and fifty dollars ($650.00) per year for eligible employees and effective July 1, 2015 the uniform allowance shall be six hundred and seventy five dollars ($675.00) and the City shall continue its credit/retail account program with a retail outlet to be determined by the City, in lieu of cash payment of the uniform allowance for officers required to wear a police uniform (personnel assigned to Patrol, Traffic, and the DARE Officer). All remaining personnel (Detectives, Administration, Training, Technical Services, Professional Standards, and the Community Relations) may choose to receive cash payment for the uniform allowance in October of each contract year or receive credit/retail account with a retail outlet to be determined by the City. All uniform allowance cash payments will be reported on the employee's W-2 form under "Other Compensation" to meet Internal Revenue Service requirements. Subject to receipt of prior written approval from the Chief of Police and the Support Services Manager, any affected employees may utilize the ($650.00) for fiscal year 2014-2015 and ($675.00) for fiscal year 2015-2016 to purchase uniforms or specified equipment at locations other than the City approved retailers.

B. The number of retail outlets utilized for the credit/retail account program will not exceed four locations. The selection of the outlets is to be determined by the City, after consultation with the Association.

A listing of uniform items eligible for purchase, as approved by the Chief of Police, shall be maintained in a Side Letter Agreement. During the term of this Agreement, the Association may submit to the Chief of Police, for his/her consideration, a list of proposed items to be added to the list of authorized items eligible for purchase. No item will be added to the list of authorized items without the Chief of Police's written approval.

Unit members have the option of purchasing their equipment from vendors other than the city approved vendor/retail outlet, as long as the equipment meets departmental specifications. Subject to the above $650 available in fiscal year 2014-2015 and the $675 available in fiscal year 2015-2016, a member will be eligible for reimbursement upon bringing in the receipt, showing the detail of the purchased equipment to their supervisor, for approval prior to usage. All equipment and uniforms must meet departmental standards and specifications to be eligible for reimbursement.

ARTICLE 22 - MEDICAL INSURANCE

A. Active Employees: Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU the City agrees to pay a maximum monthly amount up to one thousand one hundred dollars ($1,100.00) and one thousand one hundred and fifty dollars ($1,150) effective July 1, 2015 towards the medical insurance premium for each eligible employee and all eligible dependents. The employee will pay any and all premiums due in excess of the maximum amounts set forth above. .

B. The City agrees to maintain a premium conversion plan for all active unit members to provide for the pre-tax deduction of the employee's share of premiums toward medical coverage, and when applicable, the employee's share of premiums toward the dental plan as well as any premium payment for P.E.R.S. Long Term Care which the employee may elect to participate in and pay through payroll deduction.

C. Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU the City shall provide a $300.00 payment per month for an active employee who waives City-paid medical coverage and provides proof that they are enrolled as a dependent on a non-City employee's health insurance plan. Enrollment onto, and withdrawal from, City-paid medical coverage is subject to the medical provider's policies. This payment shall be referenced (listed) in Article 8(F) – Regular Rate of Pay.

1. Retired Employees: The City agrees to pay a maximum monthly amount up to six hundred and fifty dollars ($650.00) towards the medical insurance premium for each eligible retired employee and all eligible dependents for retirees who retired with twenty (20) or more years City service. The retired employee will pay any and all premiums due in excess of the maximum amounts set forth above. Those retirees who retired with less than twenty (20) years City service will continue to receive the maximum City contribution of $485.00 per month.

2. At Medicare eligible age, if a retiree is eligible for Medicare Part A at no cost, that retiree shall make application for any and all Medicare benefits available to them including but not limited to Medicare supplemental coverage but only to the extent that such supplemental coverage is at no cost.

3. Employees hired on and after July 1, 2015 shall be ineligible to participate in the City-funded retiree medical insurance program.

For bargaining unit members hired on and after July 1, 2015, the parties agree to establish an alternative, employee-funded retiree medical insurance funding mechanism, pursuant to IRS Code 501 (c)(9), also known as a 115 Trust, or other similar program, to provide for post-employment medical coverage for eligible employees. Both parties agree to a re-opener and to meet and confer to discuss the formation of such alternative, employee-funded retiree medical insurance funding plan. This re-opener will occur no later than January 1, 2015. The establishment of Health Savings Accounts (HSA's), Health Retirement Accounts (HRA's) and Dependent Care Accounts (DCA's) will be part of these negotiations.

ARTICLE 23 - GROUP DENTAL PLAN

Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU the City agrees to contribute up to sixty-five dollars ($65.00) per month of the premium for each eligible employee and all eligible dependents. Effective July 1, 2015 the City agrees to contribute up to seventy-five dollars ($75) per month of the premium for each eligible employee and all eligible dependents. The employee will pay any and all premiums due in excess of the City's monthly contribution.

ARTICLE 24 - LIFE AND VISION INSURANCE PLANS

A. Vision Insurance - The City shall provide a vision insurance plan. Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU the city agrees to pay $20 for the employee and eligible dependents. The plan design shall be: Examination every 12 months; Frames and Lenses every 24 months. Deductible shall be $10.00/exam; $20.00/frame and lenses.

B. Life Insurance – Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU the City shall provide each employee covered under this Agreement a term life insurance policy in the amount of $100,000.

C. Supplemental Life Insurance may be purchased by each employee in $10,000 increments with a maximum face value of $300,000, or three times (3X) the individual's gross salary, whichever is less. Employees who currently have supplemental insurance, shall be required to add or delete such supplemental coverage so as to reflect $10,000 increments. Any premium cost for supplemental insurance shall be borne by the employee.

ARTICLE 25 - EDUCATIONAL INCENTIVE PAY

Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU the City agrees to maintain an Educational Incentive Pay Plan which provides additional compensation as follows:

A. $175.00 dollars additional compensation per month for an employee who possess an intermediate or higher POST Certificate and who does not otherwise qualify for the educational incentive pay as provided for in this article and $250.00 additional compensation per month for an Advanced POST Certificate for an employee who does not otherwise qualify for the educational incentive pay as provided for in this article. In no case shall the total additional monthly compensation under this section A(1) of Article 25 exceed $250.00

per month.

B. $135.00 dollars additional compensation per month for an employee with an Associate of Arts degree or 60 units of college credit from an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education in any major.

C. $275.00 dollars additional compensation per month for an employee with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

D. $325.00 dollars additional compensation per month for an employee with a Master's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

E. The above amounts shall not be cumulative. If an employee possesses any combination of both 60 units of college credit/Associates/Bachelor's/Master's Degree and an Intermediate/Advanced POST Certificate, they will be compensated an additional $50 per month. In no case shall the total additional monthly compensation under Article 25 exceed $375 per month.

ARTICLE 26 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Educational costs shall be limited to two thousand dollars ($2,000) annually per unit member for eligible reimbursement expenses as defined within this Article. The City agrees to reimburse employees for the cost of enrolling in college-level courses in an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education directly related to their employment, or compatible with a career goal with the City. Enrollment cost reimbursement is subject to approval by both the Chief of Police and the Director of Human Resources and Risk Management. In rendering a reimbursement determination, the Chief of Police and the Director of Human Resources and Risk Management shall consider whether or not the course(s) for which the reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes. No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Chief of Police and the Director of Human Resources and Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Chief of Police and the Director of Human Resources and Risk Management shall be final.

An employee will be reimbursed up to seventy-five dollars ($75.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to two-hundred dollars ($200.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 27 - BILINGUAL PAY

The City shall pay an additional one hundred fifty dollars ($150) per month to each employee, who is capable of speaking and interpreting a foreign language as deemed useful by the City.

ARTICLE 28 - SALARIES AND WAGES

Effective Date: Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU: 3% cash lump sum payment based on 12 months employment and compensation with the city and calculated according to the classifications base salary schedule.

Pay Period: July 2014-June 2015

This one time lump sum payment is intended for association members who work the entire 2014-2015 fiscal year. If a member of the association leaves Monterey Park employment to go to another agency or is terminated for disciplinary reasons, that association member shall pay back to the city a pro-rated share of this lump sum payment and this amount shall be deducted from the employees' last paycheck with the city. (i.e., if an association member leaves city employment for another agency 9 months into the fiscal year, that employee will owe back to the city 3 months or 25% of this lump sum payment to be deducted from their last paycheck).

Effective Date: Dec 12, 2015
Pay Period: July 2015-Jun 2016

As of January 1, 2016 and effective the first pay period following January 1, 2016, represented members shall be entitled to a retroactive three percent (3.0%) cash payment representing the first six months of the 2015-2016 fiscal year, back to July 1, 2015 (calculated according to 6-months of the member's annual base salary as set forth in the City's Salary Schedule). Also, as of January 1, 2016 and effective the first pay period following January 1, 2016, represented members shall be entitled to a 3% pay increase (calculated according to the member's base salary as set forth in the City's Salary Schedule). Payment of this retroactive payment and salary increase is expressly conditioned upon the following terms and conditions and shall not be implemented if either of the terms and conditions set forth below are not satisfied.

<u>The Permit and Impact Fee Condition</u>. The City must receive $700,000.00 or more in building permit and impact fees from any combination of five major projects that are identified in Addendum ~~A~~ B and which are described as the AG Hotel, the Marriott Hotel, the Double Tree Hotel, the Market Place – Home Depot and the Towne Center. The City must receive $700,000.00 or more in building permit and impact fees from any combination of these five major projects on or before December 15, 2015. The projected building and impact permit fees that the City is expected to receive for each of the five projects is set forth in Addendum A and shall be referred to as the "Base Building Permit and Impact Fee" for each respective project. In the event the City Council approves a reduction of the "Base Building Permit and Impact Fee" for any of the five major projects, the City will calculate the percentage by which the "Base Building Permit and Impact Fee" was reduced. The single greatest percentage reduction, if any,

for any of the five major projects shall then be applied to the $700,000.00 "trigger". For example, if the Council approves a reduction of the "Base Building Permit and Impact Fee" for four of the projects by 5% and approves a reduction of the "Base Building Permit and Impact Fee" of the fifth project by 10%, a 10% reduction shall be applied to the $700,000.00 permit fee trigger, thus reducing the permit fee trigger to $630,000.00.

The Safety Net Condition. The combined negative variance (revenues are less than budget projections and/or expenditures exceed budget authorization) to the General Fund shall not exceed $450,000.00 during the fiscal year 2014-2015. Revenue measurement shall exclude one-time receivables such as state repayments, residual distributions and revenues from permit fees. Expenditures shall exclude capital improvements, transfers out and expenses related to the above base building permit and impact fees. All other expenditures, such as, a reduction in revenue and/or an increase in expenditures due to state or federal action, natural disaster, liabilities, or other expenditures, shall be included in this calculation.

The retroactive 3% wage increase referenced above is expressly conditioned upon both the Permit Fee Condition and the Safety Net condition being met. If either or both conditions are not met, the City shall have no obligation to provide the 3% wage increase. However, in the event one or both conditions or not met, and absent any contrary action by the Council, a 3% lump sum payment (calculated according to the member's annual base salary as set forth in the City's Salary Schedule) shall be provided to all members for the 2015/16 fiscal year. This 3% lump sum payment shall be paid on the first payroll in February 2016.

Longevity: Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU, upon the completion of 25 years of continuous service with the City of Monterey Park an employee shall be compensated a $200 a month longevity payment. This payment will be based on a fiscal year and payable on the first payroll cycle after the affected employee's anniversary date. This payment shall be referenced (listed) in Article 8(F) – Regular Rate of Pay.

ARTICLE 29 - SENIORITY

Time which has been spent in a position designated by the Department as an "acting position" does not qualify as seniority for time served within the acting position rank as credit for completion of a probationary period for the acting rank, or as credit for time in rank for merit pay step increases.

ARTICLE 30 - RETIREMENT

A. Retirement Benefits - Retirement Benefits as provided in contract, dated November 1, 1952, with the Public Employees' Retirement System and as follows:

1. Effective June 24, 1989, "Single Highest Year" option;
2. Effective March 20, 1976, "Post Retirement Survivor" option;
3. Effective May 8, 1999, "1959 Survivor's Benefit" - Level 4;
4. Effective August 18, 2001, "3% @ 55" formula Retirement Plan.

5. Effective November 1, 2003, Military Service Credit as Public Service

B. All employees shall commence payment of their 9% of compensation earnable employee contribution to CalPERS.

C. Employees who are 'New Members' as defined by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system, or who has had a break in CalPERS service of at least 6 months or more) will constitute a second tier and be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

Tier 1: Classic members will have the retirement formula that existed with the City on December 31, 2012, 3%@55, single highest year final compensation.

Tier 2: "New Members" will have the retirement formula 2.7% @ 57, three year average, final compensation.

ARTICLE 31 - MEDICAL EXAMINATION

A medical examination of any employee may be required by the City and will be administered by a medical doctor selected by the City. The City agrees to pay the full cost of the medical examination.

ARTICLE 32 - DEFERRED COMPENSATION PLAN

A deferred compensation plan will be available to all members of the Police Officers Association. Participation in this deferred compensation plan is at the option of the individual employee.

ARTICLE 33 - EMPLOYEE SAFETY COMMITTEE

A committee of three Association members is to be established. One of the three members will be the Association President, or the Association Vice President. This Committee will meet with appropriate Departments and City officials in matters related to on-duty safety.

Blood borne and Airborne pathogen exposure control training shall be provided to appropriate unit employees and required immunizations will be provided to employees as required at City cost.

ARTICLE 34 – DURATION OF SPECIAL ASSIGNMENTS AND SPECIAL ASSIGNMENT PAY

A. Effective concurrent with adoption by the City Council of this AMENDMENT, the method of staffing special assignments shall be as set forth herein. For purposes of this Article 34, special assignments shall consist of Motors (including traffic Sergeant), Detectives, Administrative Officer, Community Relations Officer, Personnel Officer, Technical Services Officer, Administrative Training Officer, Canine Handler, and Planning & Research Officer).

B. The term of any one (1) particular special assignment shall be for a period of forty-eight (48) consecutive months from the date of placement in the particular special assignment, with the employee having the option to elect an additional twelve (12) month period of service in the special assignment, resulting in sixty (60) consecutive months of placement within a special assignment. The employee shall notify the Office of the Chief of Police in writing not later than the end of the forty-fifth (45th) consecutive month of special assignment service, as to whether or not the employee elects an additional twelve (12) month period of service. (Canine Handler shall be considered a special assignment, however, the set term of such assignment shall be determined at the commencement of the assignment to constitute the service life duration of the assigned canine, multiplied by two (2), but in no event less than nine years. For example, if the service life of a canine is sixty (60) months, the term of assignment for a canine handler shall be one hundred twenty (120) consecutive months. The above-described option to elect an additional twelve (12) months of special assignment shall not be applicable to the Canine Handler.

1. At the conclusion of the initial forty-eight (48) month, or the extended sixty (60) month term, the Chief of Police may, at his/her sole discretion, extend the term of an employee's special assignment up to an additional six (6) months if the Chief of Police determines it is in the best interests of the Department to do so because of the employee's involvement in a particular project, investigation or other matter is required.

C. Affected employees who have been placed in a special assignment prior to February 13, 2006 shall not be subject to the forty-eight/sixty (48/60) [one hundred twenty month] special assignment limitation set forth herein.

D. Any affected employee performing in a specialty assignment may submit a written request to the Chief of Police, proposing that the employee be assigned out of the special assignment. The decision of the Chief of Police as to whether or not such request shall be granted and if so, when the reassignment shall be effective, lies in the sole discretion of the Chief of Police, whose determination shall not be subject to administrative or civil challenge or appeal.

E. At the conclusion of the above-described term of specialty assignment, or upon being granted exit from said assignment during its term, the affected employee shall be eligible to apply for a different specialty assignment, but shall be ineligible to be appointed to the same specialty assignment which term has just been completed, or from which the employee has exited during the term, for a period of 12 months from the last date of service in the specialty assignment.

F. Reassignment in a specialty position of the same or different type than that in which the affected employee has previously performed services, shall be subject to all applicable policies, practices and procedures utilized by the Chief of Police for selection of participants in specialty assignments.

G. All affected employees participating in a special assignment, whether appointed before or after adoption of this AMENDMENT, shall be subject to the removal/appeal policies and procedures set forth below in subsection H.

H. 1. Appeal procedures for employees removed from specialty assignments after twelve months or more of receiving the assignment:

A California Court of Appeal case has recently held that in many circumstances, reassignment from a special assignment as described above and loss of bonus can be implemented only upon the Department stating cause for the reassignment, and with the Officer then having a right to contest the reassignment through all available administrative appeal procedures. In this case, said procedures may include access to a trial-type evidentiary hearing before a hearing officer pursuant to Article 7 of the MOU. (The City does not acknowledge that said court ruling is controlling, yet it does form the basis for the compromise described in this Article.). However, the following limitation shall apply to administrative appeals conducted pursuant to Article 7 of the MOU and which regard reassignment from a special assignment as that term is used in this Article:

Each party to the Article 7 administrative appeals before a hearing officer shall be limited to a maximum of eight (8) hours of presentation time during conduct of an administrative appeal pursuant to MOU Article 7 (C)(4) Level IV Administrative Hearing. For purposes of time-limit computation only, the Association and any one (1) employee, as well as any other entity that may properly be appearing on behalf of or with an interest similar to the Association or employee, shall be jointly deemed to be the same one party for computing the time limitation on presentations. Accordingly, the time limitation shall not be multiplied by the number of individuals or entities appearing, on behalf of, or with an interest similar to, the individual employee who has been reassigned.

"Presentation Time" against which shall be charged the eight (8) hour presentation time limitation, shall include oral opening statement and oral closing argument, direct/redirect examination of witnesses, rebuttal and sur-rebuttal witness testimony, demonstrations and site inspections (excluding travel time to and from the site). Cross examination shall not be counted as part of the "Presentation Time."

The hearing officer shall record and maintain account of all such hours by means of a timekeeping device suitable to the task. Absent stipulation by the parties to extend the eight (8) hour limitation, the hearing officer shall have no authority to extend said limitation.

2. Appeal procedures for employees removed from specialty assignments in less than twelve (<12) months of receiving the assignment:

The following administrative appeal process is established pursuant to Government

Code § 3304.5. It shall supplement, though not replace, the disciplinary appeal processes established in other provisions of the Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Police Officers' Association.

This procedure shall not apply to disciplinary actions for which officers already are entitled to receive an appeal hearing pursuant to either Article 7 or 34 of the Memorandum of Understanding. It shall only apply to punitive actions, as that term is defined by Government Code § 3303, for which officers do not already receive an appeal hearing under either Article 7 or 34 of the Memorandum of Understanding. MOU ARTICLE 7 GRIEVANCE PROCEDURE applies to disciplinary action "as defined by City Personnel Rules and Regulations." Personnel Rule XV(1) defines disciplinary actions as being limited to suspensions without pay, reduction in class position or dismissal. Thus, this particular procedure shall only apply to the removal of employees from their specialized assignment within the first twelve (12) months of receiving such an assignment.

A. Right to Administrative Appeal

1. Any public safety officer (as defined by Government Code § 3301) who is subjected to punitive action (as defined by Government Code § 3303) other than dismissal, demotion (reduction in class position) or suspension is entitled to an administrative appeal pursuant to this procedure. An officer shall be entitled to appeal an action upon receiving written notification of such action.

2. Officers subjected to dismissal, demotion, or suspension shall continue to be entitled to an appeal in accordance with existing procedures set forth in other provisions of the Memorandum of Understanding.

3. Each Party shall bear their own costs incurred under this procedure.

B. Notice of Appeal

1. Within ten (10) calendar days of receipt by an officer of written notification of punitive action, the officer shall notify the Chief of Police in writing of the officer's intent to appeal the punitive action.

2. The notice of appeal shall specify the action being appealed and the substantive grounds for the appeal.

3. Failure to timely serve written notification of an appeal shall result in waiver of any right to appeal.

C. Hearing Officer

The City Manager or designee shall act as the hearing officer. The determination of the City Manager or designee shall be administratively final and binding.

D. Burden of Proof

The City shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the punitive action and the burden of proving that the punitive action was reasonable under the circumstances.

E. Conduct of Hearing

1. For the purposes of this specific hearing regarding the proposed removal of an officer within the first 12 months of a specialized assignment the provisions of Government Code § 11513 shall apply to the hearing. The City understands that an employee cannot be compelled to testify even if the employee does not testify in the presentation of his/her case.

2. Following the presentation of evidence, if any, the parties may present verbal closing arguments and/or in the sole discretion of the hearing officer, written closing arguments, as well.

F. Record of Hearing

1. The hearing shall be audio recorded. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

G. Representation

The officer may be represented by a representative of his or her choice at all stages of the proceedings. The appointing authority shall also be entitled to representation at all stages of the proceedings.

H. Decision

1. The City Manager or designee shall serve the parties with written notice of his/her decision within thirty (30) calendar days of submission of the case by the parties.

2. The decision shall be served by first class mail upon the appointing authority and the officer as well as his/her attorney or representative.

The decision shall advise the officer that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

3. If applicable, the decision to return the employee to his/her specialized assignment shall include back pay.

I. The City agrees to pay one hundred dollars ($200.00) per month special assignment pay for employees regularly assigned to the positions of Motor Officers (including traffic Sergeant), Detectives, Administrative Officer, Community Relations Officers, Personnel Officers Technical Services Officer, Administrative Training Officer and Planning & Research Officer.

1. In addition to the above, the individual designated as "Range Master" shall be eligible for $200.00 per month special assignment pay. In no case may more than one individual receive special assignment pay for Range Master nor shall any individual be eligible to receive multiple special assignment pay provisions.

2. Individuals assigned to the Public Oriented Policing program (POP) shall be eligible for the $200.00 per month special assignment pay.

J. Canine Pay - Employees who are assigned to Canine Officer duties are entitled to compensation for the hours spent with their canine feeding, grooming, caring, and training with the dog as well as cleaning their canine vehicle. The parties acknowledge that the Fair Labor Standards Act which governs the entitlement to compensation for canine duties entitles parties to agree to a reasonable number of hours per month for the performance of canine duties. The Fair Labor Standards Act also allows the parties to agree on appropriate compensation for the performance of canine duties. It is the intent of the parties through the provisions of this article, to fully comply with the requirements of the Fair Labor Standards Act. In addition, both parties believe that the following agreement does comply with the requirements of the Fair Labor Standards Act.

A sworn unit member assigned to canine duty will receive additional compensation of $200.00 per month in addition to his or her base salary. This amount recognizes that the time spent in the care (including feeding and grooming), maintenance and training of his or her assigned dog as well as the cleaning of his or her assigned vehicle shall be considered hours worked payable at the rate of $15.39 per hour. It is understood that unit members normally spend three (3) hours per week performing such work. A unit member who is required to perform extraordinary off-duty canine care, such as a veterinary emergency or other rare occurrence which is not a part of the member's customary care, maintenance or training of the dog or cleaning of the canine vehicle shall submit a written request to the Chief of Police or assigned designee for additional compensation for the hours spent performing such work. Any additional compensation shall be at the employee's regular rate of pay.

K. The City agrees to pay two hundred dollars ($200.00) per month to individuals selected as Field Training Officer (FTO). The number of individuals assigned as FTO shall be at the sole discretion of the Chief of Police.

a. For those individuals not receiving FTO premium pay under the provision of this Article 34 (K), if within the twenty-eight (28) day work period, because of the unavailability of a compensated FTO, an individual is qualified as an alternate FTO and acts as an FTO for a total of twenty-four to forty-eight hours, then said individual shall be paid Fifty Dollars ($50.00). If the individual works as an alternate FTO for more than forty-eight hours in the twenty-eight (28) day work period, then the individual shall receive One Hundred Dollar ($100.00). With the exception of Traffic Bureau training, which will be eligible for alternate FTO compensation, nothing herein shall be interpreted to provide for any FTO compensation for training that occurs as part of a trainee being rotated through the Communications Bureau, Community Relations Bureau, Jail, Detective Bureau, or K9 program as part of the normal training cycle.

L. Employees holding the rank of Police Officer who are assigned duties supervising other sworn personnel shall be compensated $50 a day extra for no more than $200 in a twenty-eight day scheduling period.

ARTICLE 35 – PROBATIONARY PERIOD

All original and promotional appointments to the competitive service shall be tentative and subject to the following probationary periods: eighteen months for appointment to the position of Sworn Police Officer, twelve months for promotional and lateral appointments to the positions of Police Agent, Police Sergeant and Police Lieutenant.

ARTICLE 36 - PERSONNEL RULES AND REGULATIONS

During the term of this agreement, both parties agree to meet and confer on the content and implementation of new and/or revised Personnel Rules and Regulations. However, no such rule or regulation modification shall alter any term of this contract.

ARTICLE 37 - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION

Reasonable written notice will be given to the Recognized Employee Organization of any rule, ordinance, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. In cases where the City determines that as a result of an emergency, an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meetings with a Recognized Employee Organization, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

The Recognized Employee Organization shall be deemed to have met and conferred and agreed to any matter if within thirty days after mailing of the notice by the City regarding said matter, the employee organization fails to deliver to the City Manager a written request for a meeting.

ARTICLE 38 - GENERAL PROVISIONS

A. This Memorandum shall not in any way interfere with the obligation of the parties hereto to comply with the State and Federal laws, or with any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of this Memorandum shall be affected by State or Federal laws, or of any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court of record, the remainder of the Memorandum shall not be otherwise affected thereby.

B. The parties hereto agree to continue their long-standing policies in that there shall be no discrimination against any employee because of membership or non-membership in the Recognized Employee Organization or because of race, color, creed, or national origin. The City and Association further agree that there shall be no discrimination against any employee because of age, gender, legal disability, marital status, sexual orientation and political/union activity, provided that said provisions shall not result in the creation of more broad benefits than presently provided to unit members, nor shall said provisions result in additional funding of benefits.

C. The parties hereto agree that this Memorandum cannot be modified, changed, and/or canceled in any way except by mutual consent of said parties in writing, as set forth in this Article 38.

D. Nothing contained in the Memorandum shall act as a waiver of any rights an individual may have under the workers' compensation law.

ARTICLE 39 - SUBSTANCE ABUSE POLICY

The parties have met and conferred in good faith and reached agreement upon modifications to the City Administrative Policy No. 30-10, as regards GUIDELINES FOR CONSUMPTION OF ALCOHOL AND ILLEGAL OR CONTROLLED SUBSTANCES.

ARTICLE 40 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect for an initial term commencing July 1, 2014 and ending June 30, 2016 and shall continue in effect from year to year thereafter unless or until terminated. Unless specifically described to the contrary herein, all changes in matters within the scope or representation shall be provided prospectively from the date of MOU implementation. The "date of MOU implementation" shall be the date of City Council adoption of the MOU.

This Memorandum may be terminated as of the end of the initial term or any subsequent contract period by either party giving written notice to the other not less than ninety (90) calendar days prior to the termination date. If no notice is given in accordance with the terms of this Article, the Memorandum shall automatically renew for an additional year without any change whatsoever.

ARTICLE 41 - CITY COUNCIL APPROVAL

It is however, the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or effect whatsoever unless or until ratified and approved by minute action duly adopted by the City Council of the City of Monterey Park.

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 7th day of January 2015.

MONTEREY PARK POLICE OFFICERS' ASSOCIATION	CITY OF MONTEREY PARK
By ______________ Gabriel Escarsega, President Monterey Park Police Officers' Association	By ______________ Paul Talbot City Manager
By ______________ Timothy Johnson, Chief Negotiator Monterey Park Police Officers' Association	By ______________ Thomas Cody, Director Human Resources & Risk Management

Addendum A

CITY OF MONTEREY PARK
CLASSIFICATION AND BASE SALARY LIST
POLICE OFFICERS' ASSOCIATION MOU

1. Effective the first pay period July 2012(1)

CLASSIFICATION	RANGE	1	2	3	4	5
Police Officer	1	5482	5757	6044	6347	6664
Police Agent	2	5841	6133	6440	6762	7100

1 Future salary range increases are contingent upon all conditions set out in Article 28 being met and the MOU will be adjusted accordingly by side letter at that time.

ADDENDUM B

Memorandum

DATE: June 4, 2014

TO: Tom Cody, Director of Human Resources and Risk Management

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

RE: Major Project Schedule and Potential Building Permit Revenue

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The following information is intended to provide the best estimation of projected Building Permit revenue for the five most significant projects currently being processed by the City. These five projects were selected since they will not only generate Building Permit revenue, but also potential property tax, sales tax and transient occupancy tax revenue to the city. It should be noted that some of the projects may generate one or more of the taxes mentioned above. Attached to this memorandum is a Project Schedule that identifies the projected timing of each project based on the most recently information provided by the applicants.

AG HOTEL

Hotel-Type 1-A/1-B@ $200 per Sq. Ft. x 91,257 Sq. Ft. = $18,251,400.00
Restaurant-Type 1-A/1-B@ $200 per Sq. Ft. x 12,658 Sq. Ft. = $2,531,600.00
Apartments-Type 111-BN-B Masonry@ $130 per Sq. Ft. x 86,982 Sq. Ft. = $11,307,660.00
Retail-Type 1-A/1-B@ $180 per Sq. Ft. x 1,488 Sq. Ft. = $267,840.00
Parking -Type 1-A/1-B @ $75 per Sq. Ft. x 100,000 Sq. Ft. = $7,500,000.00
Residential Air Condition Equipment Valuation@ $3.50 per Sq. Ft. x 178,239 Sq. Ft. = $623,836.50
Commercial Air Condition Equipment Valuation @ $4.50 per Sq. Ft. x 14,146 Sq. Ft. = $63,657.00
Fire Sprinkler Equipment Valuation @ $3.00 per Sq. Ft. x 292.385 Sq. Ft. = $8n.155.00
Total Building Valuation: $41,423,148.50

Building Permit Fee: $456,297.00 (Based on the Building Valuation above)
Strong Motion Tax: $8,698.86
State Green Fee: $1,657.00
Records Management Fees: $41,423.15
General Plan Revision: $82,846.30
Safety Impact: $446,333.20
Park Fee: $192.385.00
Total: $1,229,640.51

MARRIOTT HOTEL

Hotel-Type 1-A/1-B@ $200 per Sq. Ft. x 180,000 Sq. Ft. = $36,000,000.00
Restaurant-Type 1-A/1-B@ $200 per Sq. Ft. x 12,000 Sq. Ft. = $2,400,000.00
Retail-Type 1-A/1-B@ $180 per Sq. Ft. x 6,400 Sq. Ft.:: $1,152,000.00
Parking-Type 1-A/1-B@ $75 per Sq. Ft. x 100,000 Sq. Ft. = $7,500,000.00
Residential Air Condition Equipment Valuation@ $3.50 per Sq. Ft. x 180,000 Sq. Ft. = $630,000.00
Commercial Air Condition Equipment Valuation @ $4.50 per Sq. Ft. x 18,400 Sq. Ft. = $82,800.00
Fire Sprinkler Equipment Valuation @ $3.00 per Sq. Ft. x 298.400 Sq. Ft. '"$895.200
Total Building Valuation: $48,660,000.00

Building Permit Fee: $583,733.00 (Based on Building Valuation above)
Strong Motion Tax: $10,218.60
State Green Fee: $1,947.00
Records Management Fees: $48,660.00
General Plan Revision: $97,320.00
Safety Impact: $460,288.00
Park Fee: $198,400.00
Total: $1,400,566.60

DOUBLE TREE HOTEL

Hotel- Type 1-A/1-8 @ $200 per Sq. Ft. x 98,000 Sq. Ft. = $19,600,000.00
Restaurant- Type 1-A/1-8 @ $200 per Sq. Ft. x 3,500 Sq. Ft. = $700,000.00
Retail -Type 1-A/1-8 @ $180 per Sq. Ft. x 1,500 Sq. Ft. = $270,000.00
Parking -Type 1-A/1-8 @ $75 per Sq. Ft. x 100,000 Sq. Ft. = $7,500,000.00
Residential Air Condition Equipment Valuation@ $3.50 per Sq. Ft. x 98,000 Sq. Ft. = $343,000.00
Commercial Air Condition Equipment Valuation@ $4.50 per Sq. Ft. x 5,000 Sq. Ft. = $22,500.00
Fire Sprinkler Equipment Valuation@ $3.00 per Sq. Ft. x 203,000 Sq. Ft. = $609,000.00
Total Building Valuation: $29,044,500.00

Building Permit: $352,608.00 (Based on Building Valuation above)
Strong Motion Tax: $6,099.35
State Green Fee: $1,162.00
Records Management Fees: $29,044.50
General Plan Revision: $58,089.00
Safety Impact: $238,960.00
Park Fee: $103.000.00
Total: $1,027,922.85

Market Place - HOME DEPOT (based on a previous estimate from 2012)

Retail- Type 1-A/1-8@ $180 per Sq. Ft. x 107,571 Sq. Ft. = $19,362,780.00
Commercial Air Condition Equipment Valuation@ $4.50 per Sq. Ft. x 107,571 Sq. Ft. = $484,069.50
Fire Sprinkler Equipment Valuation@ $3.00 per Sq. Ft. x 135,682 Sq. Ft. = $407,046.00
Garden Center-Type V@ $130 per Sq. Ft. x 28,111 Sq. Ft. = $3,654,430.00
Total Building Valuation: $21,756,905.50

Building Permit Fee: $320,889.00 (Based on Building Valuation above)
Strong Motion Tax: $5,698.45
State Green Fee: $1,086.00
Records Management Fees: $27,135.46
General Plan Revision: $54,270.91
Safety Impact: $314,712.64
Park Fee: $135,652.00
Total: $859,426.46

Note: The Market Place is an entitled 500,000 square foot regionally commercial shopping center including three development phases and numerous commercial, retail, service and restaurant uses. The Home Depot was selected because it is the major anchor for the new commercial shopping center; is committed to locate at the center; and is the farthest along with conceptual construction plans.

ADDENDUM B

TOWNE CENTER (based on previously built fees from original time of application)

Residential Component:

Apartments- Type 1-A/1-8@ $150 per Sq. Ft. x 142,050 Sq. Ft. = $21,307,500.00
Residential Air Condition Equipment Valuation @ $3.50 per Sq. Ft. x 142,050 Sq. Ft. = $497,175.00
Fire Sprinkler Equipment Valuation@ $3.00 per Sq. Ft. x 142,050 Sq. Ft. = $426,150.00
Swimming Pools- Residential Pool@ $70 per Sq. Ft. x 450Sq. Ft. = $31,500.00
Total Building Valuation: $22,262,325.00

Building Permit Fee: $268,406.00
Strong Motion Tax: $2,226.23
State Green Fee: $891.00
Records Management Fees: $22,262.33
General Plan Revision: $44,524.65
Safety Impact: $329,556.00
Park Fee: $76.300.00
Total: $744,166.21

Commercial Component:

Retail-Type I or II F.R. @ $140 per Sq. Ft. x 78,583 Sq. Ft. = $11,001,620.00
Parking- Type I or II F.R. @ $50 per Sq. Ft. x 249,772 Sq. Ft. = $12,488,600.00
Commercial Air Condition Equipment Valuation @ $4.50 per Sq. Ft. x 78,583 Sq. Ft. = $353,623.50
Fire Sprinkler Equipment Valuation@ $3.00 per Sq. Ft. x 328.355 Sq. Ft. = $985.065.00
Total Building Valuation: $24,828,908.50

Building Permit Fee: $134,585.00
Strong Motion Tax: $5,214.07
State Green Fee: N/A
Records Management Fees: $24,828.91
General Plan Revision: $49,657.82
Safety Impact: $173,668.43
Park Fee: $78.583.00
Total: $466,537.23

Note: All of the above fee estimates are only for Building Permit and mandated impact fees. Electrical, Mechanical and Plumbing Permit and Plan Check fees are not included since they are based on a fixture count. All other City plan check/permit fees (e.g., Water Division, Public Works Department, Fire Department etc.}, impact fees and outside agency fees are also not included in this estimate because they assess their fees individually as separate departments/agencies based on their review.

Project Time Line and Revenue Generation

Summary: The following information is intended to provide the best estimation of when the following five projects will obtain Building Permits and the estimated revenue the projects will generate at the time the permit is issued. These five projects were selected since they will not only generate Building Permit fees, but increase property tax, sales tax, transient occupancy tax revenue to the city. It should be noted that some of the projects may generate one or more of the taxes mentioned above.

AG Hotel- 808 Garvey Avenue

Entitlement Approval- May 2014 **(Approved)**
Construction Drawing Plan Check Submittal: January 2015 (8 months from Entitlement Approval)
Plan Check Processing -**July** 2015 (6 months for processing)
Building Permit Issuance- July 2015

Double Tree Hotel – 220 N. Atlantic Boulevard

Entitlement Approval- September 2014 **(Pending)**
Construction Drawing Plan Check Submittal: May 2015 (8 months from Entitlement Approval)
Plan Check Processing- November 2015 (6 months for processing)
Building Permit Issuance- November 2015

Marriott Hotel- 521 N. Atlantic Boulevard

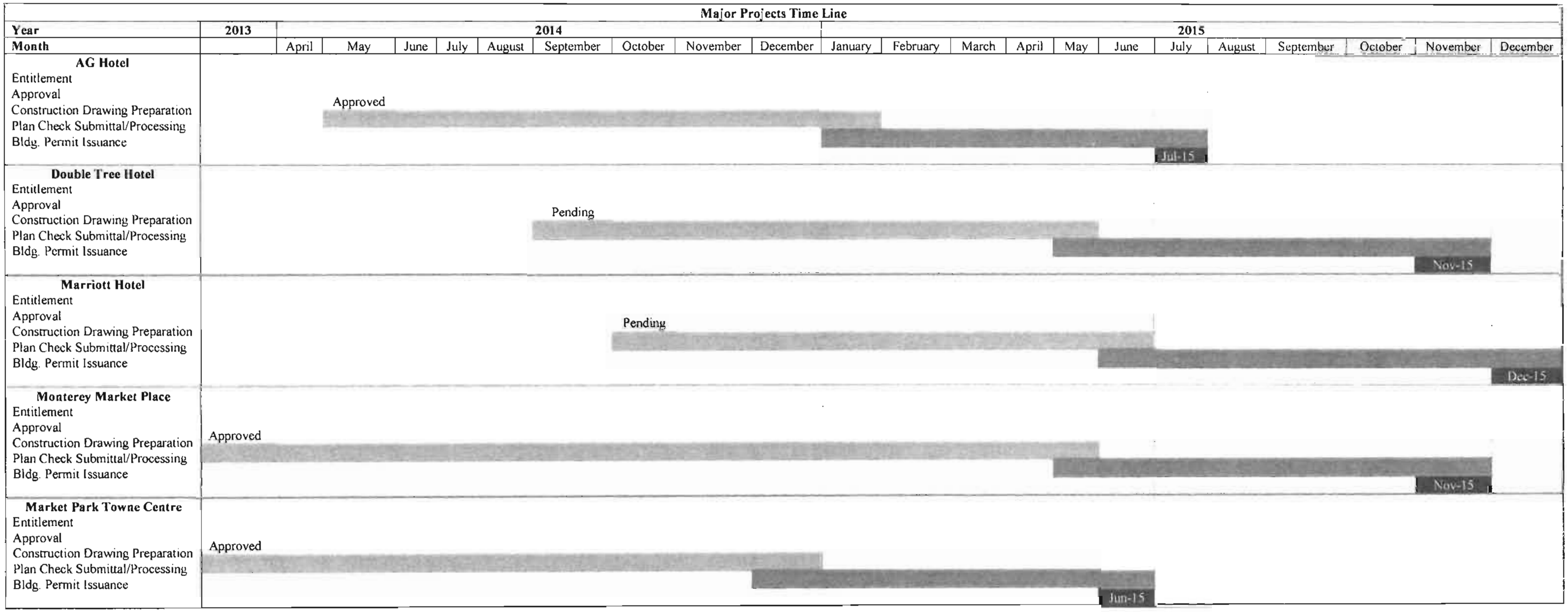
Entitlement Approval- October 2014 **(Pending)**
Construction Drawing Plan Check Submittal: June 2015 (8 months from Entitlement Approval)
Plan Check Processing- December 2015 (6 months for processing)
Building Permit Issuance- December 2015

Monterey Market Place (Home Depot)

Entitlement Approval – 2013 **(Approved)**
Construction Drawing Plan Check Submittal: May 2015 (8 months from closing escrow on the property)
Plan Check Processing – November 2015 (6 months for processing)
Building Permit Issuance- November 2015

Monterey Park Towne Centre

Entitlement Approval- 2013 **(Approved)**
Construction Drawing Plan Check Submittal: December 2014
Plan Check Processing -**June** 2015 (6 months for processing)
Building Permit Issuance- June 2015


Major Projects Time Line
Year
2013
2014
2015
Month
April
May
June
July
August
September
October
November
December
January
February
March
April
May
June
July
August
September
October
November
December
AG Hotel
Entitlement
Approval
Construction Drawing Preparation
Plan Check Submittal/Processing
Bldg. Permit Issuance
Approved
Jul-15
Double Tree Hotel
Entitlement
Approval
Construction Drawing Preparation
Plan Check Submittal/Processing
Bldg. Permit Issuance
Pending
Nov-15
Marriott Hotel
Entitlement
Approval
Construction Drawing Preparation
Plan Check Submittal/Processing
Bldg. Permit Issuance
Pending
Dec-15
Monterey Market Place
Entitlement
Approval
Construction Drawing Preparation
Plan Check Submittal/Processing
Bldg. Permit Issuance
Approved
Nov-15
Market Park Towne Centre
Entitlement
Approval
Construction Drawing Preparation
Plan Check Submittal/Processing
Bldg. Permit Issuance
Approved
Jun-15

RESOLUTION NO. ____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2014-2016 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK POLICE OFFICERS ASSOCIATION.

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

SECTION 1: The City, acting by and through its City Council appointed negotiation team, and representatives of the Monterey Park Police Officers Association (MPPOA), a duly recognized employee organization representing the City of Monterey Park Police Officers Association employees, met and conferred in good faith and fully communicated and exchanged information concerning wages, retirement funding, hours, and the terms and conditions of employment for contract year 2014-2016.

SECTION 2: The appointed representatives of the parties agreed on certain matters as stated in the attached MOU and recommended that the City and the Union implement those agreements.

SECTION 3: MPPOA indicated its acceptance of the attached MOU.

SECTION 4: The City Council approves the Memorandum of Understanding for Contract Year 2014-2016 between the City of Monterey Park and the Monterey Park Police Officers Association (MPPOA), which is attached as Exhibit "A" and incorporated by reference.

SECTION 5: The City Manager is authorized to execute the MOU on the City's behalf in a form approved by the City Attorney.

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

SECTION 7: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED, AND ADOPTED this 7th day of JANAURY, 2015.

____
Hans Lian, Mayor, City of Monterey Park

ATTEST:

____
Vincent Chang, City Clerk

Approved as to form:
MARK D. HENSLEY, City Attorney

By: ______________________________