

**CITY COUNCIL 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 W. Newmark Avenue, Monterey Park, CA 91754**

**WEDNESDAY
April 5, 2017
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.**

Documents related to an Agenda item are available to the public in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours and the City's website at www.montereypark.ca.gov.

PUBLIC COMMENTS ON AGENDA ITEMS

You may speak up to 5 minutes on Agenda item. You may combine up to 2 minutes of time with another person's speaking. No person may speak more than a total of 10 minutes. The Mayor and City Council may change the amount of time allowed for speakers.

Per the Americans with Disabilities Act, if you need special assistance to participate in this meeting please call City Hall at (626) 307-1359 for reasonable accommodation at least 24 hours before a meeting. Council Chambers are wheelchair accessible.

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, Stephen Lam, Hans Liang, Teresa Real Sebastian**

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS (Related to Items NOT on the Agenda). While all comments are welcome, the Brown Act does not allow the City Council to take action on any item not on the agenda. The Council may briefly respond to comments after Public Communications is closed. Persons may, in addition to any other matter within the City Council's subject-matter jurisdiction, comment on Agenda Items at this time. If you provide public comment on a specific Agenda item at this time, however, you cannot later provide comments at the time the Agenda Item is considered.

ORAL AND WRITTEN COMMUNICATIONS

[1.] PRESENTATION - None.

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

NEW BUSINESS

2-A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF APRIL 5, 2017

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

- (1) Approve payment of warrants and adopt a Resolution of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated April 5, 2017 totaling \$19.68 and specifying the funds out of which the same are to be paid; and
- (2) Take such additional, related, action that may be desirable.

2-B. SUCCESSOR AGENCY (SA) MINUTES

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

- (1) Approve the minutes from the regular meeting of March 1, 2017 and the special meetings of March 1, 2017 and March 8, 2017; and
- (2) Take such additional, related, action that may be desirable.

[3.] CITY OF MONTEREY PARK- CONSENT CALENDAR - None.

[4.] PUBLIC HEARING - None.

[5.] OLD BUSINESS

5-A. AUTHORIZING AGREEMENT FOR WATER, WASTEWATER, AND SOLID WASTE RATE STUDIES

It is recommended that the City Council consider:

- (1) Authorizing the Interim City Manager to enter into an agreement, in a form approved by the City Attorney, with Raftelis Financial Consultants, Inc in the amount of \$74,971, to conduct a comprehensive study on the City's water, wastewater, and solid waste fees; and
- (2) Take such additional, related, action that may be desirable.

5-B. APPROPRIATION OF \$50,000 FOR TYLER TECHNOLOGIES TRAVEL EXPENSES RELATED TO FINANCE SOFTWARE UPGRADE

It is recommended that the City Council:

- (1) Appropriating \$50,000 from Technology Internal Service Fund (0063) balance for Tyler Technologies travel expenses related to implementation of new finance software; and
- (2) Take such additional, related, action that may be desirable.

[6.] NEW BUSINESS

6-A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF APRIL 5, 2017

It is recommended that the City Council:

- (1) Approve payment of warrants and adopt a Resolution allowing certain claims and demands per Warrant Register dated April 5, 2017 totaling \$1,138,578.35 specifying the funds out of which the same are to be paid; and
- (2) Take such additional, related, action that may be desirable.

6-B. CITY COUNCIL MINUTES

It is recommended that the City Council:

- (1) Approve the minutes from the regular meeting of March 1, 2017 and the special meetings of March 1, 2017 and March 8, 2017; and
- (2) Take such additional, related, action that may be desirable.

6-C. ADOPTING A RESOLUTION CERTIFYING THE RESULTS OF THE MARCH 7, 2017 GENERAL MUNICIPAL ELECTION.

It is recommended that the City Council:

- (1) Adopt a resolution certifying the results of the March 7, 2017 general municipal election;
- (2) Take such additional, related, action that may be desirable.

6-D. THE CITY IS REQUIRED TO RENEW THE ASSESSMENT DISTRICT FOR FISCAL YEAR 2017-18 AND SCHEDULE A PUBLIC HEARING PURSUANT TO STREETS AND HIGHWAYS CODE §§ 22500, *ET SEQ.*

It is recommended that the City Council consider:

- (1) Adopting a resolution declaring the City Council's intent to levy and collect assessments for Fiscal Year 2017-18 in Citywide Maintenance District No. 93-1 pursuant to Streets and Highways Code §§ 22500, *et seq.* and setting a time and place for a public hearing.
- (2) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The proposed action is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and CEQA Guidelines (Cal. Code Regs. tit. 14, §§ 15000, *et seq.*) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. The proposed action, therefore, is categorically exempt from further CEQA review under CEQA Guidelines § 15273.

6-E. CITY OF MONTEREY PARK RESIDENTIAL REHABILITATION PROGRAM GUIDELINES

It is recommended that the City Council consider:

- (1) Adopting a resolution approving the updated Residential Rehabilitation Program Guidelines and the new Rental Rehabilitation Program Guidelines; and
- (2) Take such additional, related, action that may be desirable.

6-F. LEASE OF FOX FIELD PROPERTY TO T.E. ROBERTS, INC.

It is recommended that the City Council:

- (1) Authorizing the Interim City Manager to execute a Lease Agreement, in a form approved by the City Attorney, with T.E. Roberts, Inc. for the Fox Field Property located at 2450 North Charlotte Avenue in the City of Rosemead, for a three-month period, for a total fee of \$300; and
- (2) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

Since the proposed work involved minor alterations to existing public facilities, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

6-G. PURCHASE OF BULK CHEMICALS FOR WATER DIVISION

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute agreements, in a form approved by the City Attorney, with Brenntag Pacific, Inc., Gallade Chemical, Inc., JCI Jones Chemical, Inc., and Miles Chemical Company for the purchase and delivery of bulk chemicals in a combined total not to exceed \$340,000; and
- (2) Take such additional, related, action that may be desirable.

6-H. PARKS EVENING JANITORIAL SERVICES – AWARD OF CONTRACT

It is recommended that the City Council consider:

- (1) Authorizing the Interim City Manager to execute a three year agreement, in a form approved by the City Attorney, with Valley Maintenance Corp., in the amount of \$145,260 for Parks Evening Janitorial Services; and
- (2) Take such additional, related, action that may be desirable.

6-I. APPROVAL OF AMENDMENT TO WEST COAST ARBORISTS AGREEMENT

It is recommended that the City Council consider:

- (1) Approving a budget amendment of \$81,900 from the general fund for a total allocation of \$125,000 for additional tree maintenance expenditures;
- (2) Authorizing the City Manager to execute an amendment to the Agreement with West Coast Arborists, in a form approved by the City Attorney, increasing the annual tree trimming and maintenance cost from \$315,000 to \$440,000; and
- (3) Take such additional, related, action that may be desirable.

6-J. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA APPOINTING COUNCIL REPRESENTATIVES TO SPECIFIC ORGANIZATIONS

It is recommended that the City Council consider:

- (1) Adopting a Resolution appointing representatives to specific organizations; and
- (2) Take such additional, related, action that may be desirable.

6-K. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING THE MONTH OF APRIL AS NATIONAL DONATE LIFE MONTH TO HELP ENCOURAGE AMERICANS TO REGISTER AS ORGAN, EYE AND TISSUE DONORS AND TO CELEBRATE THOSE THAT HAVE SAVED LIVES THROUGH THE GIFT OF DONATION

It is recommended that the City Council consider:

- (1) Adopting a Resolution declaring the month of April as National Donate Life Month; and
- (2) Take such additional, related, action that may be desirable.

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

[8.] CLOSED SESSION (IF REQUIRED; CITY ATTORNEY TO ANNOUNCE).

ADJOURN

ORAL AND WRITTEN COMMUNICATIONS



City Council Staff Report

DATE: April 5, 2017

AGENDA ITEM NO: (SA) New Business
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
April 5, 2017

RECOMMENDATION:

It is recommended that the City Council:

- (1) Approve payment of warrants and adopt a Resolution of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **April 5, 2017 totaling \$19.68** 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 **340-340**.

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:

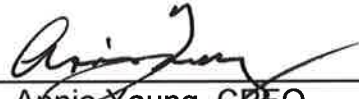
Disbursements from all funds total **\$19.68.**

Respectfully submitted:

Prepared by:

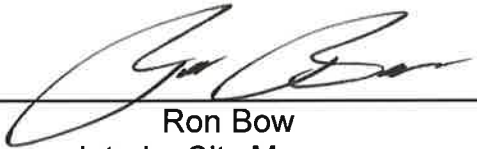


Chu Thai
Director of Management Services



Annie Yaung, CPFO
Controller

Approved By:



Ron Bow
Interim City Manager

Attachments 1: Resolution

Attachments 2: Warrant Register

ATTACHMENT 1

Resolution

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
5TH DAY OF APRIL 2017
TOTALING \$19.68 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID**

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

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

Atlantic/Garvey Projects	\$ 19.68
Total	<u>\$ 19.68</u>

PASSED, APPROVED AND ADOPTED THE 5TH DAY OF APRIL 2017.

Teresa Real Sebastian, Mayor
City of Monterey Park, California

ATTEST:

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

Resolution No. SA-
Page 2

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

I hereby certify that this resolution was duly adopted by the
Successor Agency to the Former Community Redevelopment Agency,
at a regular meeting held on the 5th day of April 2017 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

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

ATTACHMENT 2

Warrant Register

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/05/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0860-801-1203-32050	19.68	INTERNET/PHONE SERVICE		340	19.68
TOTAL FOR PREPAID WARRANTS						19.68
	PRINTED	19.68				
	E-PAYABLE	0.00				

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/05/2017

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TOTAL FOR PREPAID WARRANTS	19.68
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	0.00
TOTAL FOR PRINTED E-PAYABLES	0.00
TOTAL WARRANTS	19.68
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	1
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	0
TOTAL E-PAYABLES PRINTED	0
TOTAL CHECKS ISSUED	1

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/05/2017
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	19.68	0.00	19.68
	TOTAL	19.68	0.00	19.68



City Council Staff Report

DATE: April 5, 2017

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

TO: The Honorable Mayor and City Council
FROM: Vincent D. Chang, City Clerk
SUBJECT: Successor Agency (SA) Minutes

RECOMMENDATION:

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

- (1) Approve the minutes from the regular meeting of March 1, 2017 and the special meeting of March 1, 2017 and March 8, 2017; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

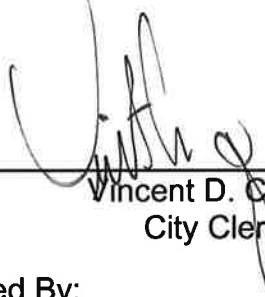
BACKGROUND:

None.

FISCAL IMPACT:

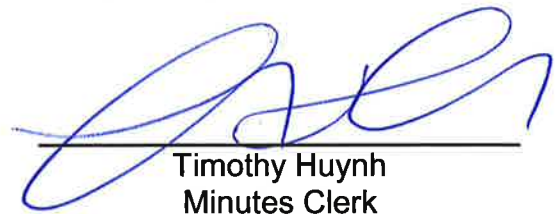
None.

Respectfully submitted,



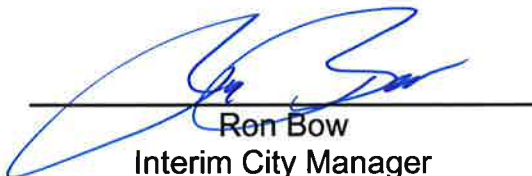
Vincent D. Chang
City Clerk

Prepared by:



Timothy Huynh
Minutes Clerk

Approved By:



Ron Bow
Interim City Manager

Attachments: March 1, 2017 regular meeting minutes
March 1, 2017 special meeting minutes
March 8, 2017 special meeting minutes

ATTACHMENT 1

Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
MARCH 1, 2017**

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, March 1, 2017 at 6:30 p.m.

CALL TO ORDER:

Vice Mayor Real Sebastian called the meeting to order at 6:30 p.m.

ROLL CALL:

Interim City Manager Bow called the roll:

Council Members Present: Peter Chan, Hans Liang, Teresa Real Sebastian

Council Members Absent: Mitchell Ing, Stephen Lam

Also Present: Interim City Manager Ron Bow, City Attorney Mark Hensley

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

Interim City Manager Bow reported that the government code for the closed session should be 54946.9(d)(1) and not "54956.9 (a)"

ORAL & WRITTEN COMMUNICATIONS

None.

NEW BUSINESS

None.

CLOSED SESSION - The City Council adjourned to Closed Session at 6:30 p.m.

1. CONFERENCE LEGAL COUNSEL, EXISTING LITIGATION – GOVERNMENT CODE § 54956.9 (a) – Number of Cases: one

Brian Stothers vs. City of Monterey Park

WCAB No: DDJ10005825

D.O.I. 3/23/15

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 6:37 p.m.

Action Taken: No reportable action taken during Closed Session.

Vincent D. Chang
City Clerk

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

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
MARCH 1, 2017**

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, March 1, 2017 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:

Vice Mayor Real Sebastian called the meeting to order at 7:00 p.m.

FLAG SALUTE:

The Monterey Park Fire Explorers led the flag salute.

ROLL CALL:

City Clerk Vincent Chang called the roll:

Council Members Present: Peter Chan, Hans Liang, Teresa Real Sebastian

Council Members Absent: Stephen Lam, Mitchell Ing

ALSO PRESENT: Interim City Manager Ron Bow, City Attorney Mark Hensley, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Human Resources Tom Cody, Director of Recreation & Community Services Dan Costley, Director of Community & Economic Development Michael Huntley, Controller Annie Yaung, Interim Public Works Director Tito Haes, Assistant City Engineer Rey Alfonso

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

Interim City Manager Bow reported that Item Nos. 6B, 6D, and 6F will be continued.

ORAL AND WRITTEN COMMUNICATIONS

- Sarkis Antonian, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Lee O. Norris, representative for the Monterey Park Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.
- Rogelio S. Carlos, a resident of Monterey Park, spoke regarding the lack of street parking.

MISSION STATEMENT

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- Randy Esparza, a representative for the Monterey Park Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.
- Matt Conolly, a representative for Equitable Vitrines, spoke regarding the temporary replacement of the Athena statue at Heritage Falls Park, Monterey Park.
- Robin Lopez, a representative for the Monterey Park Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.
- Gary Sims, a representative for the Monterey Park Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.
- David Barron, a resident of Monterey Park, announced that there will be a community election night at El Encanto where the election results will be broadcasted.
- Hector Vasquez, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Larry Sullivan, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Paul Perez, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Vincent Vasquez, a representative for the Monterey Park Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.
- Troy Grant, a representative for the Monterey Park Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.
- Brenda Iglesias, a representative for the Monterey Park Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.
- Chai Lee, a resident of Monterey Park, announced and thanked the City of Monterey Park for the new pool equipment.
- Allan Paul Shatkin, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.

- Izzy Flores, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.

1. PRESENTATIONS

1A. SAN GABRIEL VALLEY ENERGY WISE PARTNERSHIP'S 2016 ENERGY EFFICIENCY AWARD FOR NATURAL GAS SAVINGS

Helen Romero Shaw and Jeanie Kong from the Southern California Gas Company presented an award to the City of Monterey Park for their commitment to energy efficiency because of the pool heater projects.

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

NEW BUSINESS

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF MARCH 1, 2017

Disbursements will be made from the funds referenced in the Resolution in Warrants numbered 338-339.

Action Taken: The City Council, acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, approved payments of warrants and adopted Resolution No. SA-134 of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated March 1, 2017 totaling \$393.44 and specifying the funds of which the same are to be paid.

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

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

Resolution No. SA-134, entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 1ST DAY OF MARCH 2017 TOTALING \$393.44 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2B. SUCCESSOR AGENCY (SA) MINUTES

Approve the minutes from the regular meeting of February 1, 2017 and the special meeting of February 1, 2017.

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 February 1, 2017 and the special meeting of February 1, 2017.

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

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

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

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
MARCH 8, 2017**

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, March 8, 2017 at 12:00 p.m.

CALL TO ORDER:

Vice Mayor Real Sebastian called the meeting to order at 12:01 p.m.

ROLL CALL:

Interim City Manager Bow called the roll:

Council Members Present: Peter Chan, Stephen Lam, Hans Liang, Teresa Real Sebastian

Council Members Absent: Mitchell Ing

Also Present: Interim City Manager Ron Bow, City Attorney Mark Hensley, Director of Human Resources and Risk Management Tom Cody

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL & WRITTEN COMMUNICATIONS

None.

NEW BUSINESS

None.

CLOSED SESSION - The City Council adjourned to Closed Session at 12:01 p.m.

1. CONFERENCE WITH LABOR NEGOTIATORS – GOVERNMENT CODE § 54957.6

City Negotiators: Ron Bow, Interim City Manager, Tom Cody, Human Resources Director

Employee Organizations: Bargaining Units Monterey Park Police Officers' Association (MPPOA); Monterey Park Professional Chief Officers' Association (PCOA), POA/Captains' Unit, Police Officer's Mid-Management Association (POMMA.)

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 1:06 p.m.

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

Action Taken: No reportable action taken during Closed Session.

Vincent D. Chang
City Clerk



City Council Staff Report

DATE: April 5, 2017

AGENDA ITEM NO: Old Business
Agenda Item 5-A.

TO: The Honorable Mayor and City Council
FROM: Tito Haes, Interim Director of Public Works
Tim Shay, Support Services Manager
SUBJECT: Authorize Staff to Enter into an Agreement for Water, Wastewater, and Solid Waste Rate Studies

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the Interim City Manager to enter into an agreement, in a form approved by the City Attorney, with Raffelis Financial Consultants, Inc in the amount of \$74,971, to conduct a comprehensive study on the City's water, wastewater, and solid waste fees; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

This matter was continued from the March 15, 2017 meeting. A copy of that staff report is attached for reference. Here is a revised timeline:

Date	Action	Notes
April 5, 2017	Council approve consultant. Finalize contract with legal	Begin data collection for water, wastewater and refuse.
Month of May	Data collection and discussions with consultant	Customer billing info, financial history/projections, and PW capital projects/operations discussions.
June 7, 2017 (56 days)	Report presented to City Council. Establish Public Hearing date of July 19, 2017.	Prop 218 needs 45 days advance notice.
August 2, 2017	Rate Public Hearing	Council to consider adoption.
August 9, 2017	Mail new rate information to	Give customers two weeks

	public. Work with Athens to conduct full audit of trash accounts.	to confirm or change their service levels. Then, give Athens the full list so they can swap out cans/bins. This is part of full-audit.
Sept 1, 2017	New water, wastewater and refuse rates in effect	Customers will see new rates on bills beginning in October.

Respectfully submitted by:


 Tim Shay
 Support Services Manager

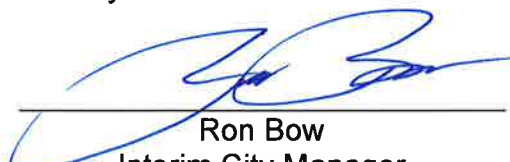
Reviewed by:


 Chu Thai
 Management Services Director

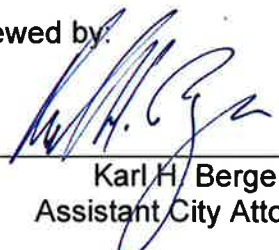
Reviewed by:


 Tito Haes
 Interim Public Works Services Director

Approved by:


 Ron Bow
 Interim City Manager

Reviewed by:


 Karl H. Berger
 Assistant City Attorney

ATTACHMENT:

1. Staff Report from March 15, 2017

ATTACHMENT 1

Staff Report from March 15, 2017 Council Meeting



City Council Staff Report

DATE: March 15, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-D.

TO: The Honorable Mayor and City Council
FROM: Tito Haes, Interim Director of Public Works
Tim Shay, Support Services Manager
SUBJECT: Authorize Staff to Enter into an Agreement for Water, Wastewater, and Solid Waste Rate Studies

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the Interim City Manager to enter into an agreement, in a form approved by the City Attorney, with Raftelis Financial Consultants, Inc in the amount of \$74,971, to conduct a comprehensive study on the City's water, wastewater, and solid waste fees.
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

City staff recommends entering into an agreement with Raftelis Financial Consultants, Inc. to do a comprehensive study on the City's water, wastewater, and solid waste fees.

City staff last conducted a comprehensive study on the water, wastewater, and refuse rates in 2014. Since then, most operating costs have changed, water consumption has decreased and the City has since entered into a new agreement for solid waste collection services. A new rate study is recommended to ensure the rates charged are fair and equitable to the City's users and can also adequately fund the City's operations of these services.

BACKGROUND:

At the July 16, 2014 meeting, the City Council adopted an ordinance adjusting the rates for water, wastewater, and solid waste. Since that time, several factors have changed including water usage has declined, operating costs have increased, and the City has entered into a new solid waste agreement. A new comprehensive rate study is desirable.

Staff prepared specifications for a Requests for Proposal (RFP) for a consultant to perform a comprehensive rate study on the City's water, wastewater, and solid waste operations and received two responses. The RFP included data from previous years to

develop past rates. The chosen consultant will use the most current data to analyze and calculate proposed new rates.

Proposals Received	NBS	Raftelis Financial Consultants, Inc.
Total Cost	\$74,710	\$74,971

After evaluating the proposals, Raftelis Financial Consultants, Inc. was recommended not only due to its experience in this type of consulting, but due to its ability to meet the needs of the City's proposed timeline on this project.

The proposed timeline below must be followed in order to establish new solid waste rates before September 2017, when the new solid waste agreements go into effect.

Date	Action	Notes
Month of March	Council approves consultant. Finalize contract with legal	Begin data collection for water, wastewater and refuse.
Month of April	Data collection and discussions with consultant	Customer billing info, financial history/projections, and PW capital projects/operations discussions.
May 17, 2017 (63 days)	Report presented to City Council. Establish Public Hearing date of July 19, 2017.	Prop 218 needs 45 days advance notice.
July 19, 2017	Rate Public Hearing	Council to consider adoption.
August 2, 2017	Mail new rate information to public. Work with Athens to conduct full audit of trash accounts.	Give customers a month to confirm or change their service levels. Then, give Athens the full list so they can swap out cans/bins. This is part of full-audit.
Sept 1, 2017	New water, wastewater and refuse rates in effect	Customers will see new rates on bills beginning in October.

FISCAL IMPACT:

During the mid-year budget process, \$75,000 was budgeted for this study. This comprehensive study will allow the City to establish equitable rates that ensure that the water, wastewater and solid waste enterprise funds meet operational costs.

Respectfully submitted by:



Tim Shay
Support Services Manager

Reviewed by:



Chu Thai
Management Services Director

Reviewed by:



Tito Haes
Interim Public Works Services Director

Approved by:



Ron Bow
Interim City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. RFP# 822 for Water, Wastewater and Solid Waste Rate Study
2. Raftelis Financial Consultants, Inc. RFP for Water, Wastewater and Solid Waste Rate Study

ATTACHMENT 1
RFP# 822 for Water, Wastewater and Solid Waste Rate
Study

City of Monterey Park



REQUEST FOR PROPOSALS

RFP NO. 822

FOR

WATER, TRASH AND SEWER RATE STUDIES

KEY RFP DATES

Issue Due: February 17, 2017

Proposal Due Date: February 28, 2017 by 10:00 a.m.

SEND TO:

**City of Monterey Park
Attention: City Clerk
Re: RFP No. 822
320 W Newmark Avenue
Monterey Park, CA 91754**

WATER, TRASH AND SEWER RATE STUDIES

RFP# 822

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APPENDICES:

Appendix A: 2013 Prop 218 Notice for Current Water, Sewer, and Trash Rates

Appendix B: Ordinance 2109 - Water Rates

Appendix C: Ordinance 2110 - Sewer Rates

Appendix D: Ordinance 2111 - Trash Rates

Appendix E: Sample Agreement

WATER, TRASH AND SEWER RATE STUDIES

RFP# 822

PUBLIC NOTICE

1. INTRODUCTION

The City of Monterey Park ("City") is requesting proposals from qualified consultants with applicable professional experience to provide utility cost of service and rate study ("study") services for the City's water enterprise fund.

The City requires the preparation of this comprehensive utility study to assess and evaluate the City's current water cost of service and rates. In addition, the study may establish new rate structure(s) to adequately balance the short and long-term financial and environmental sustainability of the City's water enterprise fund in light of declining water consumption due to State-imposed production reduction requirements.

Proposals shall conform to the requirements listed in the RFP. Copies of the RFP documents are on file and may be examined and obtained for free. For more information, please contact Tim Shay at (626) 307-1340.

2. SUBMITTAL OF PROPOSALS

Interested parties shall submit three hardcopies and one electronic copy of their proposals in a sealed envelope by:

February 28, 2017 by 10:00 a.m. Local Time

LOCAL TIME

In person or by mail to the following address:

City of Monterey Park
Attn: City Clerk
320 W. Newmark Ave
Monterey Park, CA 91765

Marked: RFP 822– PROPOSAL

No proposals will be accepted after this time and date. Proposals will remain sealed and unopened. Proposals will not be publicly opened. Any proposals received after this time and date will be returned to consultant unopened.

All correspondence shall be in writing and directed to:

City of Monterey Park
Tim Shay, Support Services Manager

WATER, TRASH AND SEWER RATE STUDIES

RFP# 822

320 W. Newmark Ave.
Monterey Park, CA 91754
tshay@montereypark.ca.gov

3. ABOUT THE CITY

Incorporated on May 29, 1916, Monterey Park is a city that combines almost a century of history and tradition with a modern approach to business, neighborhoods, people, and community. The City of Monterey Park is full-service, providing the community its own fire, police, library, parks and recreation, water service, and infrastructure maintenance.

The gateway to the San Gabriel Valley, Monterey Park is located six miles east of the Los Angeles Civic Center and encompasses an area of 7.72 square miles with approximately 61,445 residents.

Development within the City consists primarily of suburban residential neighborhoods balanced by commercial facilities. Monterey Park is bordered by the San Bernardino (10), Long Beach (710) and Pomona (60) freeways.

4. DESCRIPTION OF PROJECT

The intent of the study is to assess and evaluate the City's current cost of service for its water, trash, and sewer rates, and establish an appropriate rate structure that will adequately balance the short and long-term financial and environmental sustainability to the City. The proposed rate structures must meet ongoing operating expenditures, loan commitment capital improvement needs, and reasonable fund reserve policies. The study must be based on a comprehensive review of the City's enterprise funds' historical statements of revenue and expenses, current year budgets, customer counts and classes, historical usage data, planned future growth and infrastructure expansion, and any other information deemed important.

The findings of the study should provide the basis for City water, sewer, and trash rates for at least the next five years, and should factor in the declining water consumption in Monterey Park due to current and reasonably anticipated groundwater pumping and water allocation reductions.

Proposed rates and structures must comply with California Constitution Article XIII D, Section 6 (commonly referred to as Proposition 218) and all other applicable law.

The City will provide the selected consultant with the data necessary to evaluate existing cost of service and rates and structures, and assign staff to work with the selected consultant throughout the duration of the project.

WATER, TRASH AND SEWER RATE STUDIES

RFP# 822

Water System Background

The City's primary source of water supply is groundwater, which is delivered to the system by seven active wells, Wells No. 1, No. 5, No. 9, No. 10, No. 12, No. 15, and Fern, which are located within the Main Basin.

The existing water rates, which have been in effect since July of 2014 following a 218 process. The current rates generate approximately \$10.6 million annually. The water rates must be adjusted to generate \$14 million-\$20 million per year to repair, replace or rehabilitate the water system.

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

136.6 miles (721,250 feet) of transmission and distribution system pipe ranging from 2-inch to 36-inches in diameter

8 active wells, 3 standby wells, and 1 inactive well

11 storage reservoirs and 2 settling tanks

11 booster pump stations

Groundwater treatment facilities at the Delta Plant, and at Well 5 and Well 12

1 imported water supply connection

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

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

WATER, TRASH AND SEWER RATE STUDIES

RFP# 822

Sewer System Background

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

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

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

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

Trash System Background

Residential and commercial waste management services are currently provided by Athens Services pursuant to an exclusive franchise agreement with the City. This agreement expires on August 31, 2017, and a new contract with Athens services is set to begin September 1, 2017.

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

WATER, TRASH AND SEWER RATE STUDIES

RFP# 822

5. SCOPE OF SERVICES

The proposal should include all necessary analysis and documentation needed to perform the following:

- a) Meet with key personnel to gain a solid understanding of the physical system, current operations and maintenance practices, billing system, what fees are in place and what fees should be considered to ensure full cost recovery, and other challenges facing the City;
- b) Ensure that the new rate structure (if proposed) promotes water conservation, provides adequate capital improvement funding and incorporates fire line rates;
- c) Work with the City staff to develop and implement fair and equitable rates that ensure that the water utility is self-supported, does not become a drain on general fund revenues, and that adequate reserves based on long-range funding requirements are established;
- d) Provide logical rationale for any proposed new rate structures;
- e) Compare any proposed new rates to other utilities providing water services in the county and Southern California region;
- f) Make clear and concise public presentations that discuss not only any recommended new rates, but also alternatives if applicable;
- g) Attend and participate in up to three in-person meetings (including one kick-off meeting) with City staff to discuss objectives, scope, options, and strategies, and participate in conference calls with City staff as needed;
- h) Attend and participate in up to four public meetings, including two City Council meetings, one Public Engagement Workshop, and one Public Hearing to present the study results and recommendations to City Council;
- i) Provide for the consultant's time and materials to provide adequate training for City staff to understand and utilize the rate models;
- j) Ensure this process is expeditiously completed in order to allow sufficient time for the Proposition 218 process if a proposed rate increase has been determined;

WATER, TRASH AND SEWER RATE STUDIES

RFP# 822

- k) Consider the impacts of drought, ground water pumping restrictions, or other potential water shortage factors on operating revenues, and assurances that proposed rates will generate sufficient revenue to operate and maintain systems during periods of lower water consumption; and
- l) Make assumptions for annual inflationary adjustments in compliance with the Proposition 218.
- m) Account for the new proposed water rates to include a pass-through for the Water Assessment Charge the City pays to The Main San Gabriel Basin Watermaster (Watermaster), San Gabriel Valley Municipal Water District (SGVMWD), and Water Quality Authority (WQA).

6. PROJECT DELIVERABLES TO THE CITY

- a) Visual aids, graphics, charts, and other documents as necessary for indicated meetings;
- b) A preliminary study report for staff review and comment (one electronic version and three hardcopies);
- c) A separate written analysis, report and recommendation specifically responding to the questions in paragraph 5m above.
- d) A revised draft study report incorporating City and legal comments up to that point (in electronic version); and
- e) A final study report incorporating final City and legal comments (one electronic version and five hardcopies).

The Consultant's report must include the following:

- a) Brief physical description of the City's water system;
- b) Service area description, including population characteristics;
- c) Overview of financial operations for the last five years;
- d) Description and costs of the Capital Improvement Plan (CIP) and explanation of how they are factored into the rate analysis;

WATER, TRASH AND SEWER RATE STUDIES

RFP# 822

- e) Comprehensive revenue and expense models as described above;
- f) Rate structure alternatives as appropriate; and
- g) Local, regional, and statewide rate comparisons as appropriate.

7. SCHEDULE

RFP TIMELINE (Dates are approximates and are subject to change)

Request for Proposal Release	February 17, 2017
Proposals Due	February 28, 2017 by 10:00 a.m.
Proposals Review	February 28 - March 3, 2017
Contract Award	March 15, 2017
Contract Commencement	March 16, 2017

RATE IMPLEMENTATION TIMELINE (Dates are fairly certain)

Data analysis and discussions	March & April 2017
Report presented to Council and establish public hearing date	May 17, 2017
Public Hearing	July 19, 2017
New Rates go into effect	September 1, 2017

8. PROPOSAL REQUIREMENTS

Consultants are encouraged to prepare a straightforward, concise proposal that specifically relates to the project.

Interested parties shall submit three (3) hardcopies and one (1) electronic copy of their proposals in a sealed envelope by:

WATER, TRASH AND SEWER RATE STUDIES

RFP# 822

February 28, 2017 by 10:00 a.m. Local Time

In person or by mail to the following address:

City of Monterey Park
Attn: City Clerk
320 W. Newmark Ave
Monterey Park, CA 91765

Marked: RFP 822– PROPOSAL

To maintain uniformity in the evaluation process, proposals shall be limited to a maximum of 20 pages on double-sided, 8½" x 11" paper (occasional 11" x 17" sheets for charts and graphics are acceptable). The text font (Arial or similar) shall not be smaller than size 10. The transmittal letter, table of contents, front and back covers, section dividers (if used); and resumes are excluded from the page count.

The organization of the proposal shall follow the outline below:

- a) Transmittal letter - The transmittal letter should include the name, title, address, phone number, and email of the consultant's project manager, and identify the state in which the organization is registered and the type (individual, partnership, corporation, or joint venture). The transmittal letter should also include the name, title, address, phone number, email, and original signature of the individual with authority to negotiate on behalf of and to contractually bind the firm, and who may be contacted during the period of proposal evaluation.
- b) Project Understanding and Work Plan
 - Provide proposed scope of work covering, at a minimum, those tasks identified in the Scope of Services of this RFP.
 - Include information of your firm's ability to meet the time schedule, demonstrated financial responsibility, and demonstrated technical ability.
- c) Relevant Work Experience
 - Demonstrate your firms and any sub-consultant's experience in conducting utility rate studies for similar projects, including key issues of previous projects of a similar nature and experience in dealing with those issues that you feel sets your firm apart.
 - Describe the nature and outcome of projects previously conducted by the

WATER, TRASH AND SEWER RATE STUDIES

RFP# 822

consultant related to the services required for this RFP. Descriptions should include client contact names, address, phone numbers, descriptions of the type of work performed, and approximate dates for which the work was completed.

d) Proposed Team, Organization Chart, and Staff Resumes

- Describe the qualifications and experience of each professional staff member (prime and sub-consultant) who will participate in the preparation of the studies.
- Include an organizational chart that provides a visual overview of the team's management structure and key personnel for the execution of the scope of work and delivery of services/products. Indicate the proposed Project Manager and other key personnel (project staff) along with a brief description of their respective roles and/or responsibilities.
- Include the résumés of personnel (prime and sub-consultant) critical to providing the desired services.

e) Schedule and Deadlines

- Include a schedule of deliverables as well as known critical deadlines.

f) Cost proposal/ Schedule of Costs

- Submit a detailed cost proposal/ schedule of costs including a scope of work that reflects the Consultants understanding of the project. Also included should be an hourly rate schedule for the Consultant and any Sub-Consultants for each classification of personnel assigned to the project. Proposals will be evaluated using the criteria listed below. After evaluating the proposals, fee estimates will be opened and a comparison made relative to scope of services and price, and a prospective successful Consultant will be chosen. The fee information provided will be used as a basis for negotiation with the successful Consultant.
- Include a table showing the estimated staff hours for all Consultants assigned per each task based on the Consultant's understanding of the project scope of work.

g) Request for Taxpayer Identification Number and Certification

- Include completed and signed IRS form W-9, "Request for Taxpayer Identification Number and Certification".

WATER, TRASH AND SEWER RATE STUDIES

RFP# 822

9. ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves the right to select the successful proposal(s) and negotiate an agreement as to the scope of services, the schedule for performance, duration of the services with the consultant(s) whose proposal(s) is/are most responsive to the needs of the City, and compensation for services. The City reserves the right to further negotiate any aspect of an agreement. Additionally, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City's best interest. The City may, for any reason, decide not to award the agreement(s) as a result of this RFP. Proposals shall be prepared and submitted in accordance with provisions of the RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City may deem a proposal nonresponsive if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

Please be advised that all costs incurred in preparing the proposal will be borne by the consulting firm.

If subsequent selection opportunities are issued, the City is under no obligation to advise any respondent to this RFP, although it is the City's intent to notify all qualified respondents of any such plans.

10. RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this RFP. The City will notify all proposers initially provided this RFP of any material changes by United States Postal Mail or by electronic method via email. No one is authorized to amend any RFP requirements in any respect by an oral statement, or to make any representation or interpretation in conflict with these provisions.

If necessary, when possible, supplementary information, clarifications, questions, and/or answers will be provided to all potential proposers initially provided this RFP by the City.

11. FUNDING

The funding for this project is a budgeted expenditure of \$75,000.

WATER, TRASH AND SEWER RATE STUDIES

RFP# 822

12. FORM OF CONTRACT AND INSURANCE REQUIREMENTS

Enclosed is a copy of the City's Standard Consultant Agreement form which contains the required insurance requirements. Interested parties should not propose if they find the City's standard Consultant Agreement form unacceptable.



City of Monterey Park
320 W. Newmark Ave.
Monterey park, CA 91754

Appendix A

MTF0424A

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NAME
ADDRESS
CITY, STATE ZIP

**THIS NOTICE IS SENT TO ALL PROPERTY OWNERS AND UTILITY CUSTOMERS
IN MONTEREY PARK – YOU MAY RECEIVE DUPLICATE LETTERS**

**CITY OF MONTEREY PARK NOTICE OF PUBLIC HEARING ON PROPOSED
CHANGES IN WATER WASTEWATER AND SOLID WASTE CHARGES**

Proposed Water Rate Increases

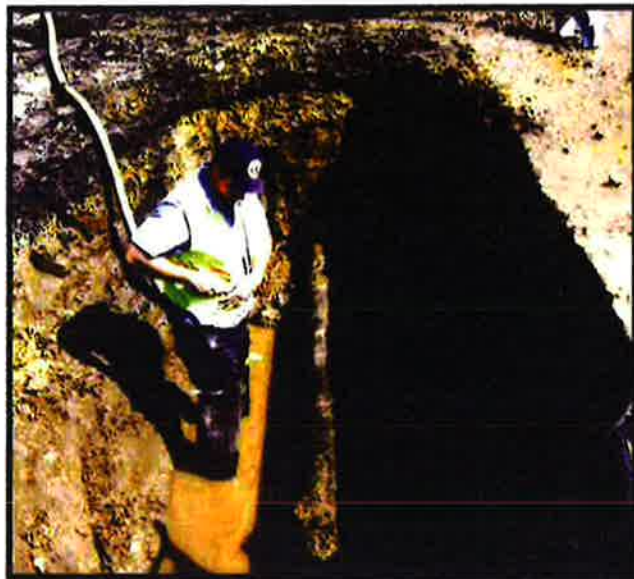
TAKE NOTICE that a public hearing will be held by the City of Monterey Park City Council regarding proposed increases to monthly water, wastewater and solid waste rates for all City of Monterey Park property owners and tenants.

The public hearing will be held on Wednesday, June 18, 2014, at 7:00 p.m. or as soon thereafter as the matter can be heard that day, in the Council Chambers of Monterey Park City Hall, 320 West Newmark Avenue, Monterey Park, California. During the public hearing, City Council will hear and consider all objections, if any, to the proposed rate increases.



To ensure that everyone potentially affected by proposed rate increases is notified, this notice is being sent to all property owners or customers of water, wastewater (sewer) or solid waste (refuse) service from the City of Monterey Park (City). Therefore, you may receive multiple copies of this notice if you are both the property owner as well as customer. If adopted, the proposed rate increases would become effective September 1, 2014. The proposed rates are set out in the charts included in this notice.

The City must raise rates to repair the deteriorating water and sewer system, and maintain a cost neutral trash system. A water engineering study presented a need to replace almost \$100 million in water projects, which includes replacing a water reservoir, two wells and over 50 miles of pipelines. Water main failures occur between 25-36 times each year. These failures disrupt the daily lives of Monterey Park residents, and are costly to repair. Two sewer engineering studies show a need to conduct \$12.8 million in sewer repairs and improvements. This represents only 35% of the City's 126 miles of sewer pipeline, and the remaining 65% will be inspected for future rate increase consideration. The



City currently collects \$5.8 million per year in trash revenues but has \$6.8 million in expenses. Other factors that require the City to increase its water, wastewater and solid waste service rates include, without limitation, new and increasingly stringent State and Federal environmental regulations, higher operating and utility costs and change in customer demand of the system.

As an example, utility bills would increase for a typical single family home as shown in Table 1.

Table 1: Proposed Rates (Monthly) – Impact on Typical Single Family Residential Customer⁽¹⁾

Utility	Current Monthly Bill	Sept 2014 Estimated	Sept 2015 Estimated	Sept 2016 Estimated	Sept 2017 Estimated	Sept 2018 Estimated
Water	\$28.82	\$50.20	\$60.20	\$70.44	\$78.93	\$85.26
Wastewater	\$1.86	\$7.69	\$10.00	\$12.50	\$14.00	\$15.68
Solid Waste	\$22.68	\$26.08	\$26.86	\$27.66	\$28.50	\$29.35
TOTAL	\$53.36	\$83.97	\$97.06	\$110.61	\$121.42	\$130.29

⁽¹⁾*Typical single family residential customer has 5/8" or 3/4" water meter and consumes 12 units (1 unit = 748 gallons) of water per month. Customer has one 96 gallon trash and one 96 gallon recycle container.*

RATE SCHEDULES AND PROPOSED INCREASES FOR EACH APPLICABLE UTILITY BY CUSTOMER TYPE ARE SHOWN ON THE ATTACHED PAGES

Your water bill is a combination of a fixed meter charge, a consumption charge and a treatment charge. The meter charge is dependent on type of property and meter size. The consumption charge, calculated by units (748 gallons) of metered water used, varies depending on how much water is metered. There is also a water treatment charge calculated as a percent of total meter and consumption charges. The proposed wastewater rate is a fixed charge based on type of property

and meter size. For solid waste rates, single family residential solid waste rates are based on the type and size of solid waste containers. Solid waste charges for multi-family trash bins are based on the number of pick-ups per week.

The proposed rates are based upon the revenues needed to meet projected operating expenses for the period of July 2014 to June 2019. California law requires the City to set rates sufficient to cover operating expenses and to fund for replacement or construction of facilities. Water charges may be used by the City only to provide water services. Wastewater charges may only be used by the City only to provide wastewater services, and solid waste charges may only be used for solid waste services.



The calculation of and reasons for the rate increase are analyzed and supported in the rate studies prepared by AKM Consulting Engineers and Phoenix Civil Engineering, Inc., the City's Mid Year Review Report for Fiscal Year 2013-14, and various staff reports and presentations to the City Council in March and April 2014. These reports are available for public review at Monterey Park City Hall and online at www.montereypark.ca.gov.

Compliance with Proposition 218

In 1996 California voters approved Proposition 218, which amended the state constitution relating to passage of property related fees. Proposition 218 requires the City to inform property owners and rate payers that 1) proposed rate increases are being considered; 2) clearly demonstrate the basis on which the rates are calculated; and 3) hold a public hearing at least 45 days after public notification. Utility rate increases are subject to majority protest. If a majority of impacted property owners submit written protests, the proposed rate increases cannot be adopted.

To protest against the water, wastewater and solid waste rate increases, please complete and return the enclosed official ballot to the City of Monterey Park. Your protest must be received (not postmarked) by the City Clerk of the City of Monterey Park before the close of the public hearing at the City Council meeting set for Wednesday, June 18, 2014, at 7:00 p.m. Oral, telephone, and e-mail protests will not be accepted. The protest must be signed by you and include: 1) your name, 2) your service street address or assessor's parcel number(s) and 3) specify which rate you are protesting. You may mail or deliver your written ballot to: City of Monterey Park, Office of the City Clerk, 320 West Newmark Ave, Monterey Park, CA 91754. The City can provide you with a replacement protest ballot upon request. **Only one ballot protest will be counted per parcel.**

*For questions regarding this notice, please contact the City of Monterey Park
Management Services Department at (626) 307-1342*



蒙特利公園市市議會，將舉行有關提議提高所有蒙特利公園市物業業主和住戶的每兩個月的用水水費，廢水處理費及固體垃圾回收費用的公共聽證會。

公聽會將於 2014 年 6 月 18 日，星期三晚上 7 點，在蒙特利公園市市政廳舉行，地址：320 West Newmark Avenue, Monterey Park, California。市議會將聆聽和考量所有反對提高收費費用的意見。若提議通過，所提議的收費費用將於 2014 年 9 月 1 日開始實施。

市政府必須維修破舊老化的用水設施及下水道系統，同時支付垃圾回收的維護費用。僅是需要更換的水利項目，有水庫，水井及超過 50 英里長的管道，就要花費至少 \$1 億美元。每年主要用水機械故障不斷發生，嚴重打斷了蒙市居民的日常生活，而且修理維護費用十分昂貴。另外報告顯示，維修和改善下水道，需要 \$1280 萬美元。這僅僅代表了市內 35% 的下水道，而剩下的 65% 的下水道，將在以後進行審查。市政府在垃圾回收方面，每年入不敷出，虧損一百萬美金。更新而且越來越嚴格的州政府和聯邦環境條例的要求，運作和管理費用的增加，以及需求更新服務系統等其他因素，市政府必須提高城市用水，廢水處理以及垃圾回收服務的收費費用。

對提高城市用水水費，廢水處理費和垃圾回收費用提出抗議的居民，請填寫好封閉式官方投票表格，交還給蒙特利公園市市政府。市政書記辦公室必須在 2014 年 6 月 18 日，星期三晚上 7 點(不是信件郵戳日期)，市議會舉行公共聽證會之前，收到您填寫好的反對票表格。口頭，電話，以及電子郵件方式的反對票將不被接納。反對票表格必須包括有您的親筆簽名及：1)您的名字，2)您物業或居住的街道地址或房產的地址地域號碼和 3)您反對收費的項目。您可以用郵寄或親自遞送方式，把書面選票表寄至：蒙特利公園市市政書記辦公室，地址：320 West Newmark Ave, Monterey Park, CA 91754。一個信封內只能算為一票反對票。

若對此通知有任何疑問，請致電(626)307-1349，與管理服務部門聯繫





Una audiencia pública del Consejo Municipal de la Ciudad de Monterey Park se llevará a cabo con respecto a los aumentos de las tarifas bimestrales del agua, aguas residuales y desperdicios sólidos para los propietarios e inquilinos de la Ciudad de Monterey Park.

La audiencia pública se llevará a cabo el miércoles 18 de Junio del 2014 a las 7:00 p.m. en la Cámara del Consejo Municipal de Monterey Park, en el 320 West Newmark Avenue, Monterey Park, California. Durante la audiencia pública, el Consejo Municipal escuchará y considerará todas las objeciones, si las hay, al propuesto aumento de las tarifas. Si es adoptado, el propuesto aumento de las tarifas será efectivo el 1ro de Setiembre del 2014.

La Ciudad tiene que aumentar las tarifas para poder reparar los deteriorados sistemas de agua y alcantarillado, y mantener un sistema de desperdicios sólidos. Un estudio de ingeniería del agua mostró la necesidad de reemplazar casi \$100 millones en proyectos de agua, que incluye la sustitución de depósitos de agua, pozos, y más de 50 millas de tuberías. Fallas en la cañería principal del agua ocurren constantemente cada año. Estas fallas perturban la vida cotidiana de los residentes de Monterey Park y las reparaciones son muy costosas. Dos estudios del alcantarillado muestran la necesidad de hacer reparaciones y mejoras por un total de \$12.8 millones. Esto representa solamente 35% de las tuberías de desagües y el 65% restante será evaluado después. La Ciudad pierde \$1 millón cada año por el servicio de desperdicios. Además, las nuevas y cada vez más rigurosas regulaciones medioambientales estatales y federales crean costos más altos de operación y utilidad y cambios en la demanda de los clientes del sistema.

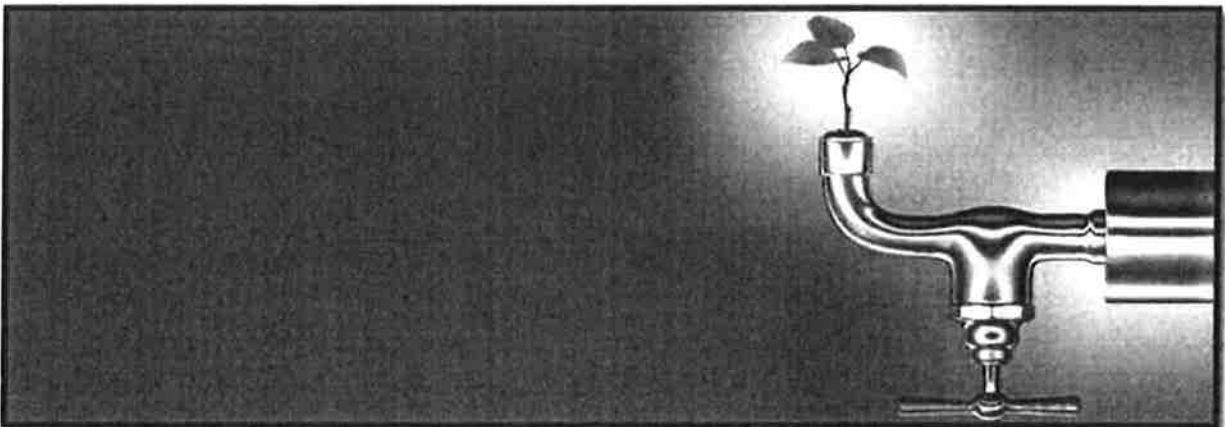
Para protestar contra los aumentos de las tarifas del agua, aguas residuales y desperdicios sólidos, por favor completar y devolver la balota oficial adjunta a la Ciudad de Monterey Park. Su protesta debe de ser recibida (no sellada) por el Secretario Municipal de la Ciudad de Monterey Park antes del cierre de la audiencia pública en la reunión del Consejo Municipal del miércoles, 18 de Junio del 2014, a las 7:00 p.m. No se aceptarán protestas orales, llamadas telefónicas, ni por correo electrónico. La protesta debe ser firmada por usted y debe incluir: 1) su nombre, 2) su dirección del servicio o el número del asesor de su parcela, y 3) especificar cuál aumento de tarifa es el que usted está protestando. Usted puede enviar por correo o entregar su balota escrita a la: Ciudad de Monterey Park, Oficina del Secretario Municipal, 320 West Newmark Ave, Monterey Park, CA 91754. La Ciudad puede proporcionarle un reemplazo de la balota de protesta, si usted la pide. **Solamente una balota de protesta será contada por parcela.**

*Para preguntas concernientes a éste aviso, póngase en contacto con el
Departamento de Management Services al (626) 307-1342.*

Current and Proposed Water Rates

City of Monterey Park						
Monthly Water Rate Schedule						
Water Meter Charge						
Meter Size	Existing Rate	Sept 2014	Sept 2015	Sept 2016	Sept 2017	Sept 2018
5/8 or 3/4"	\$12.63	\$15.63	\$18.76	\$21.95	\$24.58	\$26.55
1"	\$13.67	\$26.05	\$31.26	\$36.57	\$40.96	\$44.24
1 1/2"	\$21.53	\$52.11	\$62.53	\$73.16	\$81.94	\$88.50
2"	\$27.71	\$83.37	\$100.04	\$117.05	\$131.10	\$141.59
3"	\$55.48	\$156.32	\$187.58	\$219.47	\$245.81	\$265.47
4"	\$91.72	\$260.52	\$312.62	\$365.77	\$409.66	\$442.43
6"	\$280.07	\$521.05	\$625.26	\$731.55	\$819.34	\$884.89
8"	\$700.44	\$833.68	\$1,000.42	\$1,170.49	\$1,310.95	\$1,415.83
Water Consumption Charge (per unit)						
	Existing Rate	Sept 2014	Sept 2015	Sept 2016	Sept 2017	Sept 2018
<u>Current (All Users)</u>						
Tier 1 5/8" or 3/4" (units 6-20)	\$1.38					
Tier 1 All other (units 0-20)	\$1.38					
Tier 2 (above 20 units)	\$1.81					
<u>Proposed Single Family Residential</u>						
Tier 1 (units 0-6)		\$1.66	\$1.99	\$2.33	\$2.61	\$2.82
Tier 2 (units 7-12)		\$1.82	\$2.18	\$2.55	\$2.86	\$3.09
Tier 3 (above 12 units)		\$1.85	\$2.22	\$2.60	\$2.91	\$3.14
<u>Proposed All Other</u>						
All Units of Consumption		\$1.81	\$2.17	\$2.54	\$2.84	\$3.07
Water Treatment Charge						
% (meter + consumption)	37.5%	37.5%	37.5%	37.5%	37.5%	37.5%

One Unit = 748 gallons of water



Current and Proposed Wastewater Rates

City of Monterey Park						
Monthly Wastewater Rate Schedule						
	Existing Rate	Sept 2014	Sept 2015	Sept 2016	Sept 2017	Sept 2018
<u>Existing Rate - Based on Units of Water</u>						
All Customers	\$0.081/unit of water					
<u>Proposed Rate - Based on Meter Size & Customer Type (flat fee)</u>						
Single Family						
5/8" & 3/4"	\$7.69	\$10.00	\$12.50	\$14.00	\$15.68	
1"	\$9.39	\$12.21	\$15.26	\$17.09	\$19.14	
1 1/2" & 2"	\$9.72	\$12.64	\$15.80	\$17.70	\$19.82	
Multi-Family						
3/4"	\$21.94	\$28.52	\$35.65	\$39.93	\$44.72	
1"	\$26.29	\$34.18	\$42.73	\$47.86	\$53.60	
1 1/4"	\$43.29	\$56.28	\$70.35	\$78.79	\$88.24	
1 1/2"	\$63.63	\$82.72	\$103.40	\$115.81	\$129.71	
2"	\$121.90	\$158.47	\$198.09	\$221.86	\$248.48	
3"	\$312.30	\$405.99	\$507.49	\$568.39	\$636.60	
4"	\$404.01	\$525.21	\$656.51	\$735.29	\$823.52	
Commercial						
3/4"	\$20.49	\$26.64	\$33.30	\$37.30	\$41.78	
1"	\$30.76	\$39.99	\$49.99	\$55.99	\$62.71	
1 1/4"	\$30.76	\$39.99	\$49.99	\$55.99	\$62.71	
1 1/2"	\$59.29	\$77.08	\$96.35	\$107.91	\$120.86	
2"	\$150.45	\$195.59	\$244.49	\$273.83	\$306.69	
3"	\$204.67	\$266.07	\$332.59	\$372.50	\$417.20	
4"	\$292.39	\$380.11	\$475.14	\$532.16	\$596.02	
6"	\$795.62	\$1,034.31	\$1,292.89	\$1,448.04	\$1,621.80	
Institutional						
3/4"	\$35.00	\$45.50	\$56.88	\$63.71	\$71.36	
2"	\$51.78	\$67.31	\$84.14	\$94.24	\$105.55	
3"	\$55.42	\$72.05	\$90.06	\$100.87	\$112.97	
4"	\$127.24	\$165.41	\$206.76	\$231.57	\$259.36	

Current and Proposed Solid Waste Rates

City of Monterey Park						
Monthly Solid Waste Rate Schedule						
	Existing Rate	Sept 2014	Sept 2015	Sept 2016	Sept 2017	Sept 2018
<u>Residential</u>						
96 black / 96 green	21.81	25.08	25.83	26.60	27.40	28.22
96 black / 64 green	21.12	24.29	25.02	25.77	26.54	27.34
64 black / 96 green	20.35	23.40	24.10	24.82	25.56	26.33
64 black / 64 green	19.78	22.75	23.43	24.13	24.85	25.60
Extra Black	5.53	6.36	6.55	6.75	6.95	7.16
Extra Green	3.72	4.28	4.41	4.54	4.68	4.82
Roll-Out	17.35	19.95	20.55	21.17	21.81	22.46
Extra Exchange	28.83	33.15	34.14	35.16	36.21	37.30
<u>Multi-Family Bins</u>						
1 X per Week	181.83	209.10	215.37	221.83	228.48	235.33
2 X per Week	260.84	299.97	308.97	318.24	327.79	337.62
3 X per Week	368.58	423.87	436.59	449.69	463.18	477.08
4 X per Week	467.88	538.06	554.20	570.83	587.95	605.59
5 X per Week	562.01	646.31	665.70	685.67	706.24	727.43
Special Services	80.17	92.20	94.97	97.82	100.75	103.77
Waste Mgmt Fee	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%

OFFICIAL BALLOT ENCLOSED

Protest Form: Property owners or an authorized representative may complete this form and deliver it to the City of Monterey Park, Office of the City Clerk, 320 West Newmark Ave, Monterey Park, CA 91754. This ballot must be received before the close of the City Council public hearing set for Wednesday, June 18, 2014

Assessor's Parcel Number (####-###-###)

Parcel Address : 320 W NEWMARK

- ☐ I Protest the proposed water rate increase
☐ I Protest the proposed wastewater rate increase
☐ I Protest the proposed solid waste rate increase

Print Name: _____

Sign Name: _____

ORDINANCE NO. 2109

AN ORDINANCE SETTING THE AMOUNT OF WATER RATES AND CHARGES PURSUANT TO HEALTH AND SAFETY CODE § 5471 AND MONTEREY PARK MUNICIPAL CODE CHAPTER 14.12.

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

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

A. The City of Monterey Park requires a reliable supply of water meeting current and anticipated water quality standards to protect the public general welfare, health and safety.

B. The purpose of water rates and charges is to protect the public health, safety and general welfare by providing a reliable and adequate supply of water meeting current and anticipated water quality standards for the residents of the City of Monterey Park and to pay for the cost of providing such service.

C. There is a reasonable relationship between the amount of the rates and charges and the cost of services and facilities necessary to deliver water service to the residents and non-residential development of the City.

D. Notice regarding the water rates included in this ordinance was provided in accordance with California Constitution Article XIID, § 6(c) and Government Code § 54354.5.

E. On June 18, 2014, the City Council held a public hearing to consider the results of the protest proceeding and to consider whether to increase the water rates as proposed.

F. This Ordinance is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and CEQA regulations (Cal. Code Regs. tit. 14, §§ 15000, *et seq.*) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. This Ordinance, therefore, is categorically exempt from further CEQA review under Cal. Code Regs. tit. 14, § 15273.

G. This ordinance is adopted in accordance with Health and Safety Code § 5471 and Monterey Park Municipal Code ("MPMC") Chapter 14.12 to establish the City's current water rates.

H. The City Council has considered the evidence and testimony presented at the public hearing. Based in part upon that evidence, and the staff reports presented to the Council regarding this issue, the City Council believes that it is in the public interest to adopt this Ordinance.

SECTION 2. AMOUNT OF RATES AND CHARGES.

A. Pursuant to MPMC Chapter 14.12, the City Council establishes amount of water rates as set forth in attached Exhibit "A," which is incorporated by reference ("Water Charges").

B. The Water Charges include an annual fifteen percent (15%) increase for the next five years commencing on September 1, 2014. The Water Charges are as set forth on Exhibit A except that the Council hereby suspends the Water Charges increase for the second through fifth year of the Water Charge schedule from fifteen percent (15%) annual increases to ten percent (10%) annual increases, but reserves the right to increase the Water Charges back up to the fifteen percent (15%) levels set forth on Exhibit A by amending this Ordinance. Additionally, as of midnight on August 31, 2019, the water charge will automatically revert back to the water charge existing on August 31, 2017, based upon the ten percent (10%) increase amounts set forth above for years two and three of the water charge schedule.

C. The City Council must meet at least thirty days in advance of each annual Water Charges increase to receive a detailed presentation from the City Manager, or designee, regarding the expenditures made from the Water Enterprise Fund for the previous year and the projected expenditures for the next twelve month period. The Council must discuss whether the Water Charges should be increased, remain the same or decreased during this annual meeting.

SECTION 3. COST ESTIMATES. The City Manager, or designee, will periodically, but not less than annually, review the Water Charges to determine whether revenues from such charges are meeting actual cost of services and facilities needed to deliver water service to the residents and non-residential developments within the City. If the City Manager determines that revenues do not adequately meet costs, the City Manager will recommend to the City Council a revised rate and charge schedule to be adopted by this City Council by ordinance.

SECTION 4. This Ordinance was adopted to comply with the California Supreme Court decision in *Bighorn-Desert View Water Agency v. Verjil* (2006) 39 Cal.4th 205. To the extent any provision of this Ordinance repeals or supersedes Ordinance No. 1403, such repeal or replacement will not affect any penalty,

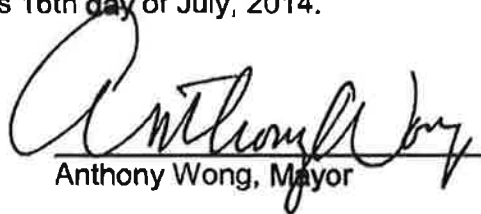
forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed or superseded part of Ordinance No. 1403 will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

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

SECTION 6. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

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

PASSED AND ADOPTED this 16th day of July, 2014.


Anthony Wong, Mayor

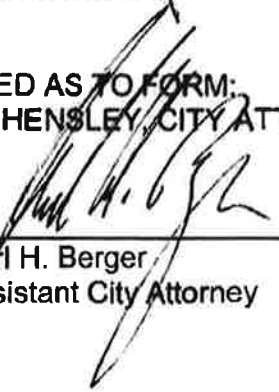
ATTEST:



Vincent D. Chang, City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, CITY ATTORNEY

By:



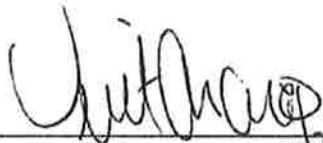
Karl H. Berger
Assistant City Attorney

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Ordinance No. 2109 was introduced, and placed upon its first reading at an adjourned regular meeting of the City Council of the City of Monterey Park, held on the 2nd day of July, 2014. That thereafter on the 16th day of July, 2014, said Ordinance was duly passed, approved and adopted by the following vote:

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

Dated this 16th day of July, 2014.



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

Exhibit A
Water Charges

City of Monterey Park						
Monthly Water Rate Schedule						
Meter Size	Monthly Water Meter Charge					
	Existing Rate	Sept 2014	Sept 2015	Sept 2016	Sept 2017	Sept 2018
5/8 or 3/4"	\$12.63	\$14.50	\$16.70	\$19.20	\$22.10	\$25.40
1"	\$13.67	\$15.70	\$18.05	\$20.75	\$23.85	\$27.45
1 1/2"	\$21.53	\$24.75	\$28.45	\$32.70	\$37.60	\$43.25
2"	\$27.71	\$31.85	\$36.65	\$42.15	\$48.45	\$55.70
3"	\$55.48	\$63.80	\$73.35	\$84.35	\$97.00	\$111.55
4"	\$91.72	\$105.50	\$121.35	\$139.55	\$160.50	\$184.60
6"	\$280.07	\$322.10	\$370.40	\$425.95	\$489.85	\$563.35
8"	\$700.44	\$805.50	\$926.35	\$1,065.30	\$1,225.10	\$1,408.85
Monthly Water Consumption Charge (per unit)						
	Existing Rate	Sept 2014	Sept 2015	Sept 2016	Sept 2017	Sept 2018
<u>Current (All Users)</u>						
Tier 1 5/8" or 3/4" (units 6-20)	\$1.38					
Tier 1 All other (units 0-20)	\$1.38					
Tier 2 (above 20 units)	\$1.81					
<u>Proposed Single Family Residential</u>						
Tier 1 (units 0-6)		\$1.59	\$1.83	\$2.10	\$2.42	\$2.78
Tier 2 (units 7-12)		\$1.73	\$1.99	\$2.29	\$2.63	\$3.02
Tier 3 (above 12 units)		\$1.85	\$2.13	\$2.45	\$2.82	\$3.24
<u>Proposed All Other</u>						
All Units of Consumption		\$1.81	\$2.08	\$2.39	\$2.75	\$3.16
Water Treatment Charge						
% (meter + consumption)	37.5%	37.5%	37.5%	37.5%	37.5%	37.5%

One Unit = 748 gallons of water

ORDINANCE NO. 2110

AN ORDINANCE SETTING THE AMOUNT OF WASTEWATER RATES AND CHARGES PURSUANT TO HEALTH AND SAFETY CODE § 5471.

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

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

A. The City of Monterey Park requires a reliable wastewater discharge system meeting current and anticipated water quality standards to protect the public general welfare, health and safety.

B. The purpose of wastewater rates and charges is to protect the public health, safety and general welfare by providing a reliable and safe wastewater discharge system that meets current and anticipated wastewater quality standards for the residents of the City of Monterey Park and to pay for the cost of providing such service.

C. Based upon the record, there is a reasonable relationship between the amount of the rates and charges and the cost of services and facilities necessary to deliver wastewater service to the residents and non-residential development of the City.

D. Notice regarding the wastewater rates included in this ordinance was provided in accordance with California Constitution Article XIID, § 6(c) and Government Code § 54354.5.

E. On June 18, 2014, the City Council held a public hearing to consider the results of the protest proceeding and to consider whether to adjust the wastewater rates as proposed.

F. This Ordinance is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and CEQA regulations (Cal. Code Regs. tit. 14, §§ 15000, *et seq.*) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. This Ordinance, therefore, is categorically exempt from further CEQA review under Cal. Code Regs. Tit. 14, § 15273.

G. This Ordinance is adopted in accordance with Health and Safety Code § 5471 to establish the City's current wastewater rates and charges.

H. The City Council has considered the evidence and testimony presented at the public hearing. Based in part upon that evidence, and the agenda reports presented to the Council regarding this issue, the City Council believes that it is in the public interest to adopt this Ordinance.

SECTION 2. AMOUNT OF RATES AND CHARGES.

A. The City Council establishes amount of wastewater rates as set forth in attached Exhibit "A," which is incorporated by reference ("Wastewater Charges.")

B. The Wastewater Charges include an annual fifteen percent (15%) increase for the next five years commencing on September 1, 2014. The Wastewater Charges are as set forth on Exhibit A except that the Council hereby suspends the Wastewater Charges increase for the second through fifth year of the Water Charge schedule from fifteen percent (15%) annual increases to ten percent (10%) annual increases, but reserves the right to increase the Wastewater Charges back up to the fifteen percent (15%) levels set forth on Exhibit A by amending this Ordinance. Additionally, as of midnight on August 31, 2019, the wastewater charge will automatically revert back to the wastewater charge existing on August 31, 2017, based upon the ten percent (10%) increase amounts set forth above for years two and three of the wastewater charge schedule.

C. The City Council must meet at least thirty days in advance of each annual Wastewater Charges increase to receive a detailed presentation from the City Manager, or designee, regarding the expenditures made from the Water Enterprise Fund for the previous year and the projected expenditures for the next twelve month period. The Council must discuss whether the Wastewater Charges should be increased, remain the same or decreased during this annual meeting.

SECTION 3. COST ESTIMATES. The City Manager, or designee, will periodically, but not less than annually, review the Wastewater Charges to determine whether revenues from such charges are meeting actual cost of services and facilities needed for wastewater discharge services to the residents and non-residential developments within the City. If the City Manager determines that revenues do not adequately meet costs, the City Manager will recommend to the City Council a revised rate and charge schedule to be adopted by this City Council by ordinance.

SECTION 4. This Ordinance was adopted to comply with the California Supreme Court decision in *Bighorn-Desert View Water Agency v. Verjil* (2006) 39 Cal.4th 205. To the extent any provision of this Ordinance repeals or supersedes any previous approvals, such repeal or replacement will not affect any penalty,

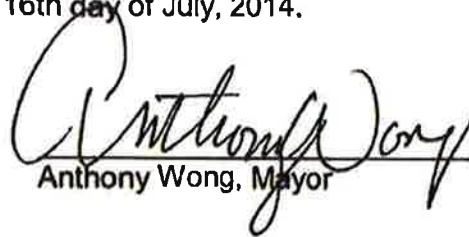
forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed or superseded part of previous approvals will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

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

SECTION 6. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 7. This Ordinance will take effect on the 31st day following its final passage and adoption.

PASSED AND ADOPTED this 16th day of July, 2014.


Anthony Wong, Mayor

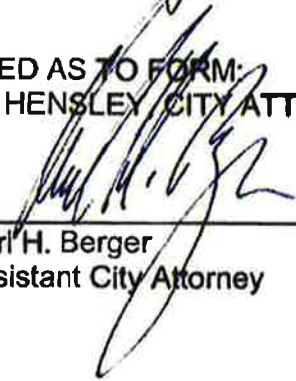
ATTEST:



Vincent D. Chang, City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, CITY ATTORNEY

By:



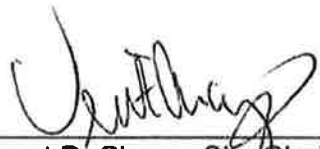
Karl H. Berger
Assistant City Attorney

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Ordinance No. 2110 was introduced, and placed upon its first reading at an adjourned regular meeting of the City Council of the City of Monterey Park, held on the 2nd day of July, 2014. That thereafter on the 16th day of July, 2014, said Ordinance was duly passed, approved and adopted by the following vote:

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

Dated this 16th day of July, 2014.



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

Exhibit A
Wastewater Charges

City of Monterey Park						
Monthly Wastewater Rate Schedule						
	Existing Rate	Sept 2014	Sept 2015	Sept 2016	Sept 2017	Sept 2018
<i>Existing Rate - Based on Units of Water</i>						
All Customers	\$0.081/unit of water					
<i>Proposed Rate - Based on Meter Size & Customer Type (flat fee)</i>						
Single Family						
5/8" & 3/4"		\$7.69	\$8.84	\$10.17	\$11.70	\$13.46
1"		\$9.39	\$10.80	\$12.42	\$14.28	\$16.42
1 1/2" & 2"		\$9.72	\$11.18	\$12.86	\$14.79	\$17.01
Multi-Family						
3/4"		\$21.94	\$25.23	\$29.01	\$33.36	\$38.36
1"		\$26.29	\$30.23	\$34.76	\$39.97	\$45.97
1 1/4"		\$43.29	\$49.78	\$57.25	\$65.84	\$75.72
1 1/2"		\$63.63	\$73.17	\$84.15	\$96.77	\$111.29
2"		\$121.90	\$140.19	\$161.22	\$185.40	\$213.21
3"		\$312.30	\$359.15	\$413.02	\$474.97	\$546.22
4"		\$404.01	\$464.61	\$534.30	\$614.45	\$706.62
Commercial						
3/4"		\$20.49	\$23.56	\$27.09	\$31.15	\$35.82
1"		\$30.76	\$35.37	\$40.68	\$46.78	\$53.80
1 1/4"		\$30.76	\$35.37	\$40.68	\$46.78	\$53.80
1 1/2"		\$59.29	\$68.18	\$78.41	\$90.17	\$103.70
2"		\$150.45	\$173.02	\$198.97	\$228.82	\$263.14
3"		\$204.87	\$235.37	\$270.68	\$311.28	\$357.97
4"		\$292.39	\$336.25	\$386.69	\$444.69	\$511.39
6"		\$795.62	\$914.96	\$1,052.20	\$1,210.03	\$1,391.53
Institutional						
3/4"		\$35.00	\$40.25	\$46.29	\$53.23	\$61.21
2"		\$51.78	\$59.55	\$68.48	\$78.75	\$90.56
3"		\$55.42	\$63.73	\$73.29	\$84.28	\$96.92
4"		\$127.24	\$146.33	\$168.28	\$193.52	\$222.55

ORDINANCE NO. 2111

AN ORDINANCE SETTING THE AMOUNT OF SOLID WASTE RATES PURSUANT TO HEALTH AND SAFETY CODE § 5471.

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

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

- A. The purpose of solid waste rates and charges is to protect the public health, safety and general welfare by providing a reliable and safe solid waste disposal system that meets current and anticipated solid waste removal quality standards for the residents of the city of Monterey Park and to pay for the cost of providing such service.
- B. Based upon the record, there is a reasonable relationship between the amount of the rates and charges and the cost of services and facilities necessary to deliver solid waste service to the residents and non-residential development of the City.
- C. This ordinance is adopted in accordance with Health and Safety Code § 5471 to establish the City's current solid waste rates and charges.
- D. Notice regarding the solid waste rates included in this ordinance was provided in accordance with Government Code § 54354.5 and a public hearing was held by the City Council on June 18, 2014.
- E. This Ordinance was adopted to comply with the California Supreme Court decision in *Bighorn-Desert View Water Agency v. Verjil* (2006) 39 Cal.4th 205.
- F. This Ordinance is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and CEQA regulations (Cal. Code Regs. tit. 14, §§ 15000, *et seq.*) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. This Ordinance, therefore, is categorically exempt from further CEQA review under Cal. Code Regs. tit. 14, § 15273.
- G. The City Council has considered the evidence and testimony presented at the public hearing. Based in part upon that evidence, and the agenda reports presented to the Council regarding this issue, the City Council believes that it is in the public interest to adopt this Ordinance.

SECTION 2. AMOUNT OF RATES AND CHARGES. The City Council establishes amount of solid waste rates as set forth in attached Exhibit "A," which is incorporated by reference ("Rates.")

SECTION 3. SUSPENSION OR REDUCTION OF RATES. The City Council may adopt a resolution to suspend or reduce Rates established by this Ordinance.

SECTION 4. COST ESTIMATES. The City Manager, or designee, will periodically, but not less than annually, review the Rates to determine whether revenues from such Rates are meeting actual cost of services and facilities needed to deliver solid waste service to the residents and non-residential developments within the City. If the City Manager determines that revenues do not adequately meet costs, the City Manager will recommend to the City Council a revised rate schedule to be adopted by this City Council by ordinance.

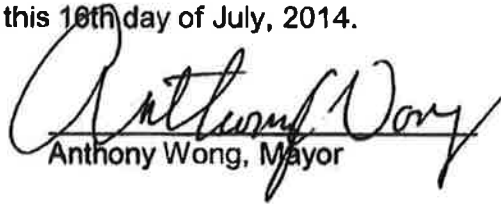
SECTION 5. PREVIOUS RATES. This Ordinance establishes the Rates only; it does not affect any previously established charges or other administrative fees. To the extent any provision of this Ordinance supersedes previously established Rates, such replacement does not affect any other charge, fee, penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such part of previous approvals remain in full force and effect.

SECTION 6. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

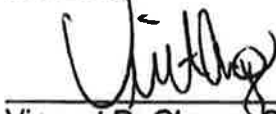
SECTION 7. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the city of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and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

SECTION 8. This Ordinance will take effect on the 31st day following its final passage and adoption.

PASSED AND ADOPTED this 16th day of July, 2014.


Anthony Wong, Mayor

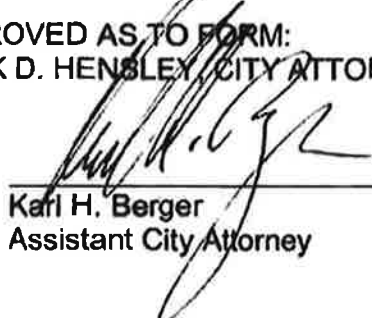
ATTEST



Vincent D. Chang, City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, CITY ATTORNEY

By:



Karl H. Berger
Assistant City Attorney

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Ordinance No. 2111 was introduced, and placed upon its first reading at an adjourned regular meeting of the City Council of the City of Monterey Park, held on the 2nd day of July, 2014. That thereafter on the 16th day of July, 2014, said Ordinance was duly passed, approved and adopted by the following vote:

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

Dated this 16th day of July, 2014.



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

EXHIBIT A

City of Monterey Park						
Proposed Solid Waste Rate Schedule						
	Existing Rate	Sept 2014	Sept 2015	Sept 2016	Sept 2017	Sept 2018
<u>Residential</u>						
96 black / 96 green	21.81	25.08	25.83	26.60	27.40	28.22
96 black / 64 green	21.12	24.29	25.02	25.77	26.54	27.34
64 black / 96 green	20.35	23.40	24.10	24.82	25.56	26.33
64 black / 64 green	19.78	22.75	23.43	24.13	24.85	25.60
Extra Black	5.53	6.36	6.55	6.75	6.95	7.16
extra Green	3.72	4.28	4.41	4.54	4.68	4.82
Roll-out	17.35	19.95	20.55	21.17	21.81	22.46
Extra Exchange	28.83	33.15	34.14	35.16	36.21	37.30
<u>Multi-Family Bins</u>						
1 X per Week	181.83	209.10	215.37	221.83	228.48	235.33
2 X per Week	260.84	299.97	308.97	318.24	327.79	337.62
3 X per Week	368.58	423.87	436.59	449.69	463.18	477.08
4 X per Week	467.88	538.06	554.20	570.83	587.95	605.59
5 X per Week	562.01	646.31	665.70	685.67	706.24	727.43
Special Services	80.17	92.20	94.97	97.82	100.75	103.77
Waste Mgmt Fee	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MONTEREY PARK AND**

This AGREEMENT is entered into this ____ day of _____, 20__, by and between the CITY OF MONTEREY PARK, a municipal corporation and general law city ("CITY") and _____ **[name]** _____, a **[type of organization]** _____ ("CONSULTANT").

1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed _____ dollars (\$_____) for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "B," which is incorporated by reference.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit "A," which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PERFORMANCE STANDARDS. While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. **PAYMENTS.** For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "B") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

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

6. **ADDITIONAL WORK.**

- A. CITY's city manager ("Manager") may determine, at the Manager's sole discretion, that CONSULTANT must perform additional work ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work.
- B. If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.
- C. Payments over \$_____ for Additional Work must be approved by CITY's city council. All Additional Work will be subject to all other terms and provisions of this Agreement.

7. **FAMILIARITY WITH WORK.**

- A. By executing this Agreement, CONSULTANT agrees that it has:
 - i. Carefully investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder.

Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

8. **TERM.** The term of this Agreement will be from _____ to _____. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "A";
- B. Termination as stated in Section 16.

9. **TIME FOR PERFORMANCE.**

- A. CONSULTANT will not perform any work under this Agreement until:
 - i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
 - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

10. **TIME EXTENSIONS.** Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

11. **CONSISTENCY.** In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

- A. Exhibit A: Scope of Work;
- B. Exhibit B: Budget; and
- C. Exhibit C: Proposal for Services.

12. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the

contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

13. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

14. PERMITS AND LICENSES. CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15. WAIVER. CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.
- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

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

18. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

19. INDEMNIFICATION.

A. CONSULTANT agrees to the following:

- i. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.
- ii. *Indemnification for other Damages.* CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

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

C. It is expressly understood and agreed that the foregoing provisions will survive

termination of this Agreement.

- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 23, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

20. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

21. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

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

23. INSURANCE.

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

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name 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 endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT 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."
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT's expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 16.
- G. Self-Insured Retention/Deductibles. All policies required by this Agreement must allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should

CITY pay the SIR or deductible on CITY's behalf upon the CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

24. USE OF SUBCONTRACTORS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

25. INCIDENTAL TASKS. CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

26. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY
City of Monterey Park
320 W Newmark Ave
Monterey Park, CA 91754
Attn: _____

CONSULTANT

Attn: _____

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

27. CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

28. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

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

30. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

31. **COMPLIANCE WITH LAW.** CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

32. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are _____ () Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

33. **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.

34. **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.

35. **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 executive manager, or designee, may execute any such amendment on behalf of CITY.

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

37. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

38. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

39. **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.

40. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its

financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

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

CITY OF MONTEREY PARK

Paul Talbot,
City Manager

ATTEST:

Vincent D. Chang,
City Clerk

Taxpayer ID No. _____
Business License No. _____

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

By: _____
Karl H. Berger,
Assistant City Attorney

Insurance reviewed by: _____

ATTACHMENT 2
Raftelis Financial Consultants, Inc. Proposal for
Water, Wastewater and Solid Waste Rate Study

CITY OF MONTEREY PARK

WATER, TRASH AND SEWER RATE STUDIES

RFP No. 822 / February 28, 2017

CONTENTS

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150 N. Santa Anita Avenue
Suite 470
Arcadia, CA 91006

Phone 626.583.1894

www.raftelis.com

February 24, 2017

Mr. Tim Shay
Support Services Manager
City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 91765

Subject: Proposal for Water, Trash and Sewer Rate Studies (RFP No. 822)

Dear Mr. Shay:

Raftelis Financial Consultants, Inc. (RFC) is pleased to submit this proposal to conduct water, trash (solid waste), and sewer rate studies for the City of Monterey Park (City). We believe that our unique qualifications, resources, experience, and knowledge will ensure a value-added project benefiting both the City and its customers.

Due to the recent emphasis on conservation throughout the state and the latest Executive Order by the Governor (Executive Order B-29-15), a primary objective of the study is to revisit the City's rate structure and rates to ensure sufficient revenue collection to meet both operating costs and capital costs, which are scheduled to increase significantly. RFC will work with City staff to determine the proper amount of fixed revenue. In light of recent court cases, we will show a clear connection between the City's costs and proposed customer rates, especially with a tiered rate structure. We will present in a narrative format the story of the rate derivation and impact that the drought has had in an easy to understand presentation and report to gain public and City Council support. RFC has done this for hundreds of California agencies, as described in this proposal.

The City's wastewater enterprise is in need of major capital improvements, which need to be funded through revised rates. The City is contracting with Athens to provide solid waste services and needs to turn around the solid waste rates as quickly as possible. With our extensive resources, RFC can provide the solid waste rates and report by mid-April 2017.

We have the largest practice in California and the nation specializing in financial and rate consulting for water, wastewater, and solid waste utilities. RFC is confident in our ability to meet the City's goals and comply with Proposition 218 regulations and industry standards. We have assisted numerous agencies in California and across the United States with successfully implementing rate structures that fund capital infrastructure plans, while minimizing impacts on customers. We assist agencies throughout the state in implementing rates that acknowledge immediate mandatory cutbacks and long-term passive conservation through price signaling. Recently, we have provided financial/rate consulting assistance to the Californian Cities of Escondido, Ventura, Chino, Brea, Ontario, San Gabriel, and Torrance as well as Tacoma, WA and Henderson, NV. These projects were similar in scope to this utility rate study.

Our Project Team has extensive experience and a reputation for high quality service. I will serve as Project

Manager. I am responsible for overall project accountability and will be actively involved, including providing insight and direction during model and rate development. I have more than 40 years of consulting experience and have conducted more than 300 water, wastewater, solid waste, and recycled water studies. Our Team will be supported by several of RFC's skilled consultants to conduct analyses and prepare deliverables. Habib Isaac, with more than 14 years of experience, will serve as Technical Reviewer. In addition, the City will have the support of RFC's full staff of more than 60 experienced utility financial consultants for this project.

RFC is excited to assist the City with this important study. If you have any questions, please don't hesitate to contact me using the following contact information. I have the authority to negotiate on behalf of and to contractually bind RFC.

Sudhir Pardiwala, PE, Project Manager (Executive Vice President)
150 N Santa Anita Avenue, Suite 470, Arcadia, CA 91006
Direct: 626.583.1894 / Mobile: 626.827.8931 / Email: spardiwala@raftelis.com

If selected, RFC would like to have the opportunity to discuss the City's contract.

Very truly yours,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Sudhir D. Pardiwala, PE
Executive Vice President

RFC is registered in the State of North Carolina as an S-Corporation.

PROJECT UNDERSTANDING

The City of Monterey Park (City) seeks a consultant to provide a range of services related to water, wastewater, and solid waste rates. Project tasks include:

- Developing water, wastewater, and solid waste cost of service models
- Calculating rate adjustments that fully finance the City's operating costs and upcoming capital expenditures
- Ensuring that rates are fair, equitable, and compliant with the legal requirements of Proposition 218

Results will be communicated to City staff and the City Council through workshops, meetings, and public hearings. The City requires a consultant with strong technical and financial qualifications to perform the cost of service study (COSS) and related analytical and modeling tasks, and one who will give thoughtful, concise presentations that convey results in a narrative format so that stakeholders can make informed decisions.

Based on our review of the RFP and a discussion with the City, RFC has identified three main concerns or objectives for the study as discussed in the following subsections. RFC has recently assisted several cities with water, wastewater, and solid waste studies including Shafter; Watsonville; Ontario; and

Tacoma, WA (all of the preceding were water, wastewater, and solid waste projects). We also provided consulting services to the Cities of San Gabriel, South Pasadena, and Sierra Madre on water and/or wastewater rates. A detailed list of agencies we have worked with in the past five years is shown in the *Relevant Work Experience* section. A few of the City's concerns include:

EXPEDITED SCHEDULE

The City currently contracts residential and commercial waste management services to Athens Services, and the contract is set to be renewed on September 1, 2017. RFC will calculate solid waste rates for residential customers based on the costs of serving those customers to collect costs from Athens and the City's administrative costs. We understand the urgency of preparing the rates, especially the solid waste rates that need to be implemented quickly. We can meet the City's schedules due to our extensive resources.

DEFENSIBLE RATES

The San Juan Capistrano decision has heightened the awareness of designing legal, fair, and equitable rates. The decision now requires that the report or administrative record clearly identify the rationale for the rates by tier. RFC has set rates for hundreds of water purveyors in California, including

San Juan Capistrano after the City was sued regarding their tiered rate structure. Tiered rates do not violate Proposition 218 as long as the tiered rate derivation clearly shows the link between the derived rate and the cost to serve each tier. RFC will work with City staff in developing rates that meet City goals and objectives in the current legal environment while maintaining simplicity and equity. We will also account for a pass-through of the Water Assessment Charges and other supply costs paid by the City to various water purveyors.

RFC is a leader in this industry. We published a well-known reference book on water and wastewater pricing titled *Water and Wastewater Finance and Pricing: The Changing Landscape*. RFC staff members have also co-authored the industry's leading rate-setting guidebooks: the American Water Works Association's (AWWA) *Manual M1, Principles of Water Rates, Fees and Charges (Manual M1)* for water and the Water Environment Foundation's (WEF) *Manual of Practice No. 27, Financing and Charges for Wastewater Systems* for wastewater. Our staff are cost of service (COS) experts, skilled at explaining the basic principles of COS-based rates. The rates we develop will ensure financial stability for the utilities, as well as fairness and equity for the City's customers.

CAPITAL IMPROVEMENT FUNDING

The City would like to fund capital improvements to provide maintenance and necessary replacements to the system's assets. The City is also interested in expanding the current capital improvement program to

address 264,000 feet of needed pipe replacements in order to avoid emergency conditions. Proper financial planning fosters a rate implementation program with measured rate adjustments to avoid customer "rate shock."

The City seeks to update its sewer

rates in order to finance a \$12.8 million sewer capital improvement program. We will analyze data related to the current sewer system and growth assumptions, and recommend a rate structure that fully meets all operating and capital revenue requirements over the study period.

PROJECT APPROACH

Our approach entails several distinct yet interrelated tasks that require effective coordination between City staff and the RFC Project Team. RFC will work with City staff on an ongoing basis via scheduled in-person meetings and web conferences to cultivate a strong sense of ownership for the City over the final work product and results.

RFC will calculate fair and equitable water rates according to the industry standards outlined in AWWA's *Manual M1*. The *Manual M1* methodology ensures costs of water service are recovered from customer classes in proportion to the cost of serving those customers. For wastewater, we will develop rates according to WEF's *Manual of Practice No. 27*, which is the industry standard text for wastewater rates.

Based on the extensive experience of our firm and our Project Team members successfully providing the requested services for numerous utilities across the country, we are confident in our ability to provide the City with the requested services in a timely

and efficient manner. RFC places a high priority on being responsive to our clients and, therefore, each of our project schedules are individually formulated to manage and identify the work effort associated with the scope of services, and we actively manage each consultant's project schedule to ensure appropriate availability for addressing client needs.

Throughout project execution, we also have several internal measures in place to ensure that we meet our clients' deadlines. We will adhere to the City's project schedule as communicated in the RFP, and carry out the study in a timely manner so that rates can be developed in time for the Public Hearing on July 19, 2017 and for implementation on September 1, 2017. In addition, we will conduct a kick-off meeting to provide a solid foundation for the project and to serve as a forum in which City staff can provide input on the project approach, work plan, schedule, and priorities. A successful meeting ensures that project participants are in mutual agreement as to the project goals and expectations.

RFC will use five major steps, described in the following paragraphs, to develop utility rates that comply with Proposition 218, industry standards, and City goals. The goal is to ultimately recover adequate revenues to meet operating and capital expenses, include debt financing if required to fund capital projects, meet debt coverage requirements, and provide adequate reserves with the implementation of fair and equitable rates.

1. DUE DILIGENCE AND POLICY REVIEW

RFC will start the rate-making process with a due diligence phase including a kick-off meeting with City staff to ascertain goals and objectives. We will also review the City's policies prior to the kick-off meeting, such as reserve policies and debt service covenants, to determine the financial constraints within which to build a financial plan and better understand your pricing objectives so that we can quickly design rates that meet these objectives.

2. FINANCIAL PLAN DEVELOPEMENT

We will then determine future revenue needs (termed revenue requirements) to sufficiently fund the utility's operation and maintenance (O&M) and capital replacement and refurbishment (R&R) program. To ascertain the utility's financial condition, we will evaluate current and projected **revenues, water usage, expenses,** and the appropriate use of debt. We will incorporate scenario planning tools to consider how water supply restrictions, such as drought and groundwater pumping limits, might affect the City's costs and revenues. Major capital projects are typically financed with a combination of long-term debt and equity (or cash from reserves). For capital investment, the City's most recently completed Master Plans and Capital Improvement Plans will be folded into the financial plan to fully fund all capital projects throughout the planning horizon. The financial plan will consider capital costs related to repair and replacement of water and sewer fixed assets and associated debt financing structures.

3. COST OF SERVICE ANALYSIS

The annual costs of providing water, wastewater, and solid waste services should be allocated among customer classes commensurate with their service requirements (i.e., how they use the water, wastewater, and solid waste systems). In this step, costs are identified and allocated to cost components and distributed to respective customer classes according to the industry stand-

ards provided in AWWA's *Manual M1* for water-related services and WEF's *Manual of Practice No. 27* for sewer-related services. As a co-author of the *Manual of Practice No. 27*, our Project Manager, Sudhir Pardiwala, brings a high level of expertise in wastewater cost of service analysis.

We will also identify City administrative costs as well as those arising from overhead related to Athens for solid waste collection and will establish the fee the City will need to collect from its residential customers.

4. RATE DESIGN

Rates do more than simply recover costs. Properly designed rates support and optimize a blend of various utility objectives such as fairness and equity, revenue stability, and ease of implementation. The rate development process is a public information tool that communicates the City's rate objectives to customers. In this step, RFC will design rates according to industry standards that meet the City's rate-setting objectives and are defensible in light of recent court cases. RFC will develop a customized rate model to assess different rate alternatives and customer impacts to facilitate informed decision-making. The results will be summarized in both an easy-to-understand graphical format and a tabular format to ease communications with elected officials.

5. RATE ADOPTION

In the last step of the rate-making process, and to comply with the

Proposition 218 requirements, study results will be documented in a study report to educate the public about the proposed changes, the rationale and justifications behind the changes, and their anticipated financial impacts in layman's terms. This will serve as the administrative record to justify the proposed rate structure. At a public hearing, RFC will present study recommendations to assist the City's adoption of the new water, wastewater, and solid waste rates in compliance with Proposition 218. We can also carry out an optional public engagement workshop to communicate the new rates and any proposed changes to the rate structure to City officials and the general public.

The results of even the most comprehensive rate study can be lost if RFC and the City fail to attain consensus with the City's constituency. Therefore, rate communications must be clear, straightforward, and simple. RFC has assisted hundreds of agencies with implementing rates and is well known for presenting thoughtful and concise presentations. RFC can also assist the City with its public outreach efforts and Proposition 218 notice materials, if desired. RFC will attend public meetings to present in an easily understandable format the proposed changes to and rationale for the rates. RFC's presentations include visual graphics, and our staff is skilled at clearly and simply explaining the basics of rate setting.

SCOPE OF SERVICES

The utility industry consistently seeks RFC as an advisor to lead the national discourse on rates and rate structures. The value RFC adds to the rate design process is based not only on the level of technical expertise that results from broad and deep experience, but also on the ability to glean the best ideas and strategies through a collaborative process with our clients. The scope for this project is described in the following subsections.

TASK 1 – PROJECT MANAGEMENT AND INITIATION (KICK-OFF MEETING)

Task 1.1 – Ongoing Project Management and Quality Assurance/Quality Control Process

Our project management approach stresses communication, teamwork, objectivity, and accountability to meet project objectives. Task 1 includes general administrative duties including client correspondence, billing, project documentation, and administration of the study control plan. We believe in a no-surprises approach and communicate with clients on a regular basis through face-to-face meetings, web conferences, and telephone conferences so that the client is aware of project status at all times.

RFC's quality assurance/quality control (QA/QC) process fosters high quality, accurate work. The QA/QC process includes reviews by the Project Manager

and Technical Reviewer. These senior staff members review work products for consistency and validity and ensure that the cost of service and rate models are based on sound rate-making principles and standard industry practice. Senior staff also review the report not only to ensure that it is a high quality comprehensive report that is consistent with model results, but also that it clearly conveys the rationale and derivation of the rates.

Task 1.2 – Project Initiation and Data Collection

RFC uses the kick-off meeting to perform our due diligence to ensure that project stakeholders agree to the project's goals, approach, work plan, schedule and the study's priorities. As part of the meeting, RFC will:

- First and foremost, discern the major drivers for the study
- Discuss the City's current rates and how they were developed
- Review previous rate studies and planning documents
- Review financial statements and billing data
- Work with staff to identify and prioritize pricing objectives
- Identify alternative rate structures and develop a framework
- Discuss reserves and reserve policies
- Discuss debt policies for capital funding
- Review the data request list and pinpoint data gaps or questions

A detailed data request list will be submitted prior to the kick-off meeting so that the City can assemble the appropriate data in the required format. The Project Team will study this data diligently to understand the City's revenue streams, operating and capital expenses, customer base, and use patterns. RFC will also review the City's current reserve structure and targets and propose recommendations that are consistent with industry standards as well as the City's risk management tolerance.

Meetings/Conferences: One kick-off meeting with City staff

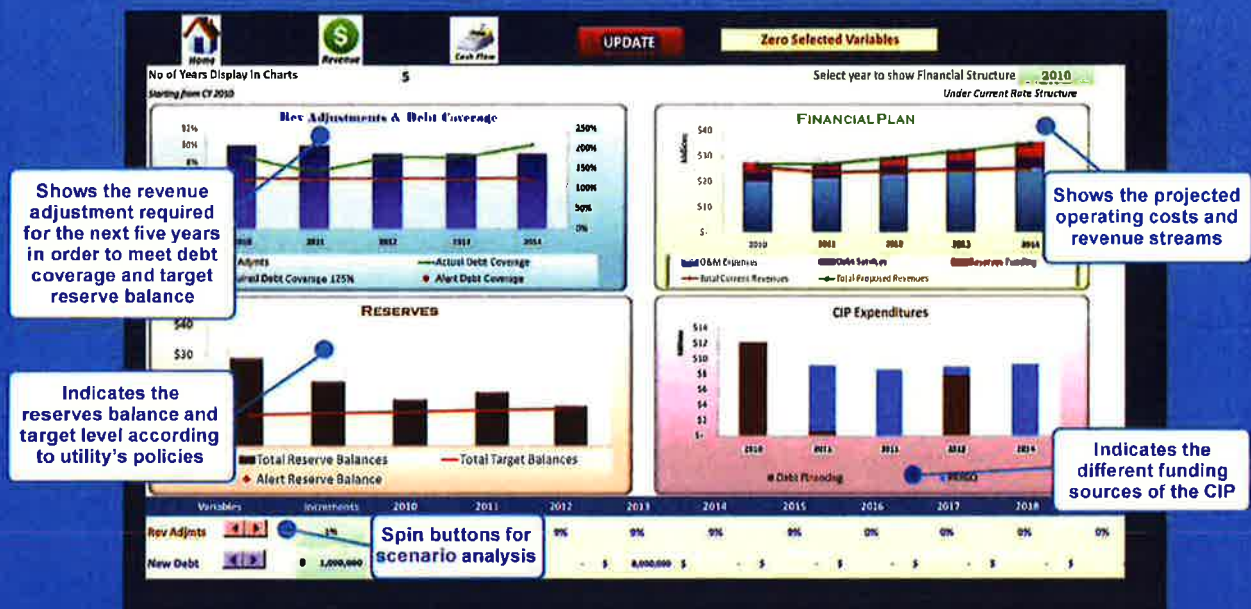
Deliverables: Data request list; kick-off meeting summary memorandum

TASK 2 – FINANCIAL PLAN DEVELOPMENT

This important task ascertains the revenue needed to ensure the financial integrity of the utilities. The financial plan model projects the City's existing rate revenue, other operating and non-operating revenues, debt service payments, and operating and capital expenses over a five-year period. We project future yearly O&M expenses, such as annual water purchase costs, salaries and benefits, power, and materials using City-approved inflationary assumptions. For water, existing rate revenue is based on anticipated water sales, which recently have been declining for many water agencies. Many agencies anticipate curtailed water use that must be

SAMPLEMODEL DASHBOARD

The dashboard allows quick decision-making by visually displaying impacts of changes to selected variables.



incorporated into future rates. RFC will make prudent water sales assumptions with input from City staff and provide options for reduced levels of usage and the impacts on revenues and rates.

The five-year financial plan also models the sources and uses of funds for each reserve. For a typical capital reserve, the sources of funds include system development charges (capacity/impact fees), cash reserves, debt proceeds, and grant funding. Modeling the yearly ending balance in the capital reserve allows stakeholders to determine the rate impacts of various capital improvement plan scenarios and assess the proper use of debt and reserves to fund capital projects.

RFC will develop a five-year cash flow analysis for the water, sewer, and solid waste enterprises to

determine the revenue adjustments needed while minimizing sharp rate fluctuations. RFC will also review reserve policies to recommend appropriate reserve balances (operating, capital, rate stabilization, etc.) that are consistent with industry standards as well as the City's risk tolerance. The financial plan is presented in an easy-to-understand format on an interactive dashboard. The dashboard allows users to vary certain assumptions (CIP funding, debt, water use, revenue adjustments, etc.) so that the model user can appreciate the effects of revenue adjustments, capital financing through rates or debt, and reserve balances. A snapshot of a sample dashboard is shown above. Several features of the model's dashboard include the ability to show or indicate:

1. Revenue adjustments for the next five years in order

to meet debt coverage, fund capital projects, and build reserves

2. Reserve balances and reserve targets as well as debt service coverage ratios (days cash on hand and reserve funding levels)
3. Projected operating costs and revenue streams
4. Operating cost break down (O&M and water purchases)
5. Different capital funding sources such as PAYGO (rate funding) and debt financing, including the City's debt capacity
6. Spin buttons (dynamic selection options) that allow for the quick selection of inputs for scenario analyses

As adjustments are made to different variables, the model can save them as separate scenarios. RFC has developed a scenario

manager that allows multiple distinct scenarios to be saved and revisited for a comparative analysis between different financial plans and rate options. The City will be able to compare various scenarios quickly and efficiently to determine the most appropriate financial plan and rate design. From a client's perspective, the models are very easy to understand and show the impacts of various assumptions allowing both staff and the City Council to make informed decisions.

RFC will conduct one to two web meetings with City staff to select the financial plan scenario(s) to be presented to the City Council. The goal of these meetings is to identify the key issues and scenarios that will be presented to the City Council as part of the rate study.

Meetings/Conferences: Up to two web meetings with City staff as necessary

Deliverables: Financial plan model in Microsoft Excel

TASK 3 – COST OF SERVICE ANALYSIS

For the water rate study, the cost of service analysis is based on industry standards and methodologies approved by AWWA and described in their *Manual M1*. Cost allocations among customer classes will be based on the AWWA-approved base-extra capacity approach, which focuses on the different usage patterns (or peaking factors) demonstrated by each customer class. At this stage, RFC will identify any new customer classes, if warranted.

Based on the revenue requirement identified in the financial plan, water expenses will be allocated to cost components, including capacity-related costs, commodity costs, customer costs, conservation costs, and other direct and indirect costs consistent with industry standards. The end goal of this task is to distribute the cost components to customer classes based on the cost responsibility of each. The result is the total cost to serve each customer class and is used as the basis to develop rates.

For the wastewater rate study cost of service analysis, RFC will use methodologies set forth by WEF in their *Manual of Practice No. 27*. Since the City does not treat its own wastewater, our calculated wastewater rates will be based on water usage and the cost of collection rather than components indicating the "strength" of wastewater.

For the solid waste rate study, RFC will use industry standards based on the AWWA's *Solid Waste Rate Setting and Financing Guide: Analyzing Cost of Services and Designing Rates for Solid Waste Agencies*. We will review and recommend changes, as appropriate, to the existing residential solid waste rates.

Throughout the cost allocation process, RFC will incorporate the City's policy considerations, as well as current federal, state, and local rules and regulations such as Proposition 218 and the California Urban Water Conservation Council Guidelines. RFC

is well versed with Proposition 218 requirements and its implications on rates. Our Project Team has extensive experience with Proposition 218 and has conducted numerous conference sessions on the topic. RFC has assisted more than 50 agencies in Southern California in the last three years.

Meetings/Conferences: Up to two web meetings with City staff as necessary

Deliverables: None

TASK 4 – WATER, WASTEWATER, AND SOLID WASTE UTILITY RATE MODEL DEVELOPMENT

Task 4.1 – Water, Wastewater, and Solid Waste Rate Calculations

RFC will develop water, wastewater and solid waste rate models with the flexibility to compare the current rate structure with the proposed rate structures. Our models will incorporate annual inflation and other assumptions in the development of rates, in compliance with Proposition 218. The models will have the capability to examine different rate scenarios to enhance revenue stability in light of competing objectives such as revenue stability, affordability for essential needs, and conservation. The baseline rate design will preserve the current base rate structure to compare the customer impacts of the alternative rate structures to the baseline structure.

Once the rates have been designed, RFC will determine

the revenues generated using the current customer data to ensure adequate revenue generation. We will then review our proposed rates with City staff. Together, we will re-visit the rate-making objectives and evaluate whether, and the extent to which, the new rates meet the City's objectives.

Tiered Water Rates

Should the City decide to continue assessing tiered rates, in today's rate-setting environment, it is imperative to show the nexus between the cost to serve water in each tier and the rate in each tier. RFC will calculate and show the nexus between costs and tiers by tabulating the tiered rates to show each unit cost component, which includes water supply costs, system costs (delivery costs), peaking costs, and conservation costs, to name a few. This rate derivation will communicate to customers the cost drivers behind the rate for each tier. This also provides a logical rationale for the adoption of new rates under a tiered structure. While RFC is not a law firm, we have extensively used this methodology to derive rates so that the rates and tiers are defensible and meet Proposition 218 requirements.

RFC's rate models will be able to conduct various rate scenario analyses to show:

1. Different rate structures with varying levels of fixed (base charge) and variable revenues
2. Alternative water use scenarios, which may include reductions due to drought or groundwater pumping

restrictions

3. Various levels and types (debt) of capital funding
4. Various levels of reserve funding and/or depletion

The dashboard, which displays key variables and results on-screen in real-time, will show the results of each scenario and facilitate discussion for quick consensus building. This has proven to be particularly useful when making presentations to City Council members, allowing them to fully appreciate the impacts of their decisions instantly. RFC will calculate tiered rates for a five-year period for selected classes.

Wastewater Rates

Wastewater rates will reflect the amount of wastewater flow discharged by each customer class and/or meter size. Based on our review of the current rate structure and system data, we will discuss with the City and recommend an alternative rate structure that more equitably allocates wastewater costs to the various customer classes.

Solid Waste Rates

RFC will follow industry guidelines to ensure fairness and equity. Once the revenue requirements have been determined, the RFC Team will calculate the solid waste rates. The RFC Team will review and recommend changes, as appropriate, to the existing residential solid waste rates.

Task 4.2 – Rate Survey

RFC will conduct a rate survey to compare the proposed rates to other utilities in the county and

throughout Southern California. We have conducted the biyearly CA-NV AWWA's *California-Nevada Water and Wastewater Rate Survey* as well as numerous additional rate surveys for agencies in the region, and can clearly and concisely provide a comparison for the City's proposed rate structure.

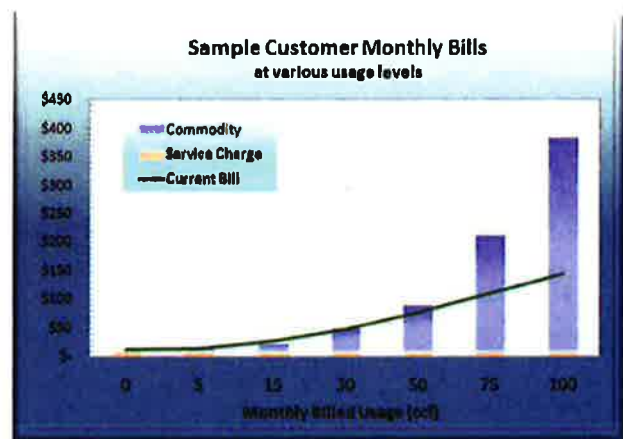
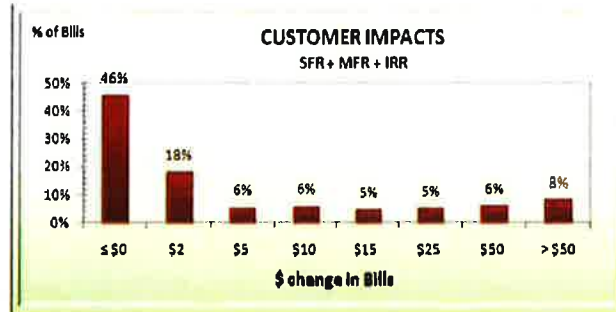
Task 4.3 – Customer Impact Analysis

Rate adjustments stem from: 1) a change in the revenue requirement; or, 2) a change in the rate structure. The total rate adjustment can sometimes cause "rate shock" to customers. Therefore, RFC will determine the potential financial impact on customers that result from the proposed rate structure as opposed to a revenue requirement increase. In our impact analysis graphics, we generate monthly bills at each level of usage assuming the new proposed rate structure was already in place to determine the "true" impact of the new rate structure. The customer impact analysis will include a series of tables and figures that show projected rate impacts by customer class at various levels of usage. As an example, the customer impact illustration displayed on the following page shows that 64% (46% + 18%) of the customers will see no more than a \$2 increase in their bill.

Meetings/Conferences: One in-person meeting and one web meeting with City staff to review proposed rates and customer impacts

Deliverables: Draft water, sewer,

The graphical representations of overall financial impacts on customers are tools for stakeholders to make informed decisions regarding different policy options and variables.



and trash rate model in Microsoft Excel 2013 showing proposed rates, customer impacts, and rate comparisons; rate survey providing comparisons of proposed rates to other agencies

TASK 5 – REPORT PREPARATION

Task 5.1 – Draft Report

The draft report will include an executive summary highlighting the major issues and decisions reached during rate development meetings with stakeholders. The main body of the report will include an assessment of current utility services, service area description, an overview of O&M expenses, operational priorities, the Capital Improvement Plan, the financial plan, and the proposed rates. It will also contain a discussion on rate structure selection, rate design assumptions, and methodologies used to develop the rates. The report will provide rate recommendations and alternatives for a five-year planning period.

Recognizing the urgency of the solid waste study, our report for the solid waste component of the study will be prepared by mid-April 2017.

The City will provide comments for incorporation into the final report. The report will serve as the administrative record and will show the nexus between the City's costs and proposed rates.

Task 5.2 – Final Report

RFC will incorporate all prior City staff and City Council input into the final draft. The final report will be submitted to address Proposition 218 requirements and will be completed by the end of May 2017.

Meetings/Conferences: One conference call to review draft report

Deliverables: Five bound hardcopies of the final report and an electronic copy of the draft and final reports; separate written analysis detailing pass-through of water supply costs as indicated in RFP sections 5m and 6c

TASK 6 – PRESENTATION TO CITY COUNCIL AND PUBLIC HEARING

RFC will present draft reports for water, wastewater, and solid waste to the City Council on May 17, 2017. The purpose of this presentation is to seek direction from the City Council and incorporate

any changes to the proposed rates. RFC will then present the finalized study results at a Proposition 218 hearing in which we will address the City Council and the public's questions and comments. Presentation materials will be provided to City staff beforehand for review prior to the Proposition 218 presentation.

Meetings/Conferences: One presentation to the City Council and one Proposition 218 hearing presentation; additional meetings with the City Council and the public, including one public engagement workshop, can be conducted on an optional basis

Deliverables: Graphics and/or charts; presentations in Microsoft PowerPoint

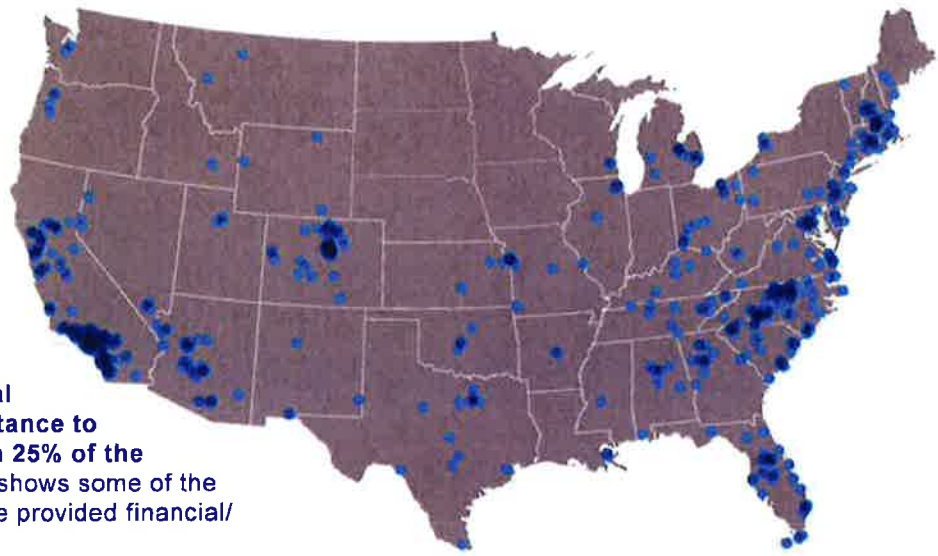
TASK 7 – MODEL TRAINING

RFC will provide the City with the rate models for all three utilities. If desired, we will also schedule a half-day session to train City staff in understanding and utilizing the models.

Meetings/Conferences: One half-day training session

Deliverables: As needed

RFC has provided financial and/or management assistance to utilities serving more than 25% of the U.S. population. This map shows some of the clients where RFC staff have provided financial/management consulting.



RELEVANT WORK EXPERIENCE

RFC staff have provided financial, rate, management, and/or operational consulting services to more than 500 utilities in the U.S., including some of the largest and most complex water, wastewater, and stormwater utilities in the U.S. and California. In the past year alone, RFC worked on more than 400 financial, rate, management, and operational consulting projects for over 300 water, wastewater, and/or stormwater utilities in 36 states, the District of Columbia, Canada, and Puerto Rico. On the following pages, we have provided detailed descriptions of three projects that we have worked on that are similar in scope to the City's project. We also selected these projects because many of our proposed Project Team members worked in similar roles on them. We have included contact information for each of these clients and encourage you to contact them to better understand our capabilities and the quality of service that we provide.

CITY OF SAN GABRIEL (CA)

Client Reference

Daren Grilley, PE, City Engineer
415 S. Mission Dr., San Gabriel, CA 91778
P: 626.308.2806 ext 4631 / E: dgrilley@sgch.org

Dates for Work

March 2016 to June 2016

The City of San Gabriel (City) wished to establish a sewer user fee for its residents. The City provides collection services and transports the wastewater to the Los Angeles County Sanitation Districts for treatment. Previously, the City had funded its

sewer related activities through its general fund. The Regional Water Quality Board was beginning to review the potential for wastewater overflows and the City wanted to ensure that it provided high quality service. The City contracted with RFC to assist with the setup of the sewer utility enterprise and develop rates that would be acceptable to the community. The study included several iterations of operations and capital requirements. RFC developed the revenue requirements, establishing user classifications, and the design and implementation of a system of user charges for the City's wastewater collection service. Since the City does not administer the water bill, RFC utilized property data obtained from

Los Angeles County to calculate individual bills. In addition, RFC utilized the Los Angeles County Sanitation District's user classification in order to determine user classifications for the City. One challenge faced in the study was the implementation of rates. Because the City does not provide water services for its residents, the City did not have a billing mechanism in place to collect the sewer bills. To resolve the issue of bill collection, RFC assisted the City in establishing a sewer fee on the property tax roll. In addition to the aforementioned services provided, RFC modeled numerous alternative rate structures and reviewed customer and revenue impacts. In order to obtain an accurate comparison of the proposed sewer rates, RFC conducted a survey comparing the rates of several nearby agencies which facilitated the decision making process for City Council.

CITY OF REDLANDS (CA)

Client Reference

Chris Diggs, Utility Director
P.O. Box 3005, Redlands, CA 92373
P: 909.798.7658 / E: cdiggs@cityofredlands.org

Dates for Work

June 2015 to December 2015

RFC completed a water and wastewater rate study for the City of Redlands (City) including Proposition 218 requirements. The goal of the study was to develop rates that are more responsive to cost of service and pay for necessary capital improvements. The study included a comprehensive review of the City's revenue requirements and allocation methodology, review of the City's user classification, a cost of service analysis, and rate design for City users. We assisted the City with review of their billing system to compile data needed for this study. The study was conducted with input from a 12-member Utility Advisory Committee. Over a dozen workshops with the Committee were conducted to explain concepts, gather feedback from Committee members, and to discuss the overall findings of the study. Rates were implemented in February 2005. The City charges separate fees for water source acquisition and facilities. The water source acquisition fees are based on the costs of

purchasing water rights. RFC assisted the City with the development of the water acquisition fees and facilities fees. The capacity fee calculation involved review of the existing assets and future CIP that would benefit both existing and future customers. The calculated fee was based on a hybrid methodology including existing and future facilities. Water source acquisition fees to provide water supply were computed separately. Fees for the non-potable system, including recycled water, were calculated to recover costs and provide incentives to users. In 2010 and 2014, RFC updated the water and wastewater rates for the City with input from the Utility Advisory Committee and surveyed neighboring utilities to benchmark rates.

CITY OF ONTARIO (CA)

Client Reference

Mike Sigsbee, Utilities Administrative Services Manager
1425 South Bon View Ave., Ontario, CA 91761
P: 909.395.2653 / E: msigsbee@ci.ontario.ca.us

Dates for Work

July 2013 to October 2013

RFC conducted a water, wastewater, and solid waste study for the City of Ontario (City). The City has a total of 33,000 accounts including 5,000 non-residential accounts and sells approximately 43,000 ac-ft of water annually. Wastewater treatment is provided by Inland Empire Utilities Agency which also establishes a treatment charge for the City's retail customers. The study included a comprehensive review of the City's revenue requirements and allocation methodology, a review of City's user classification, a cost of service analysis, and rate design for City users. Several recommendations were provided to improve the equity of water and wastewater charges including reclassification of customers, modifying the tiers, etc. The resulting rates were fair and equitable and met the fiscal needs of the City's utilities in the context of the City's overall policy objectives and were designed for simplicity of administration, cost effective implementation and ease of communication to customers. RFC has assisted the City with updates to their rates every two years.

CALIFORNIA EXPERIENCE

This table lists the California utilities that RFC has assisted over the past five years on financial, rate, and/or management consulting projects.

Client	Affordability Analysis & Program Development	Debt Issuance Support	Dispute Resolution	Financial and Capital Improvements Planning	Rate Case Support	Rate Design	Risk Analysis	Cost of Service	Development / Impact Fees	Stormwater Utility Development	Organizational Optimization	Water/Wastewater Utility Valuation
Alameda County Water District		●		●		●	●	●				
Anaheim, City of				●		●	●	●				
Arroyo Grande, City of				●		●	●	●				
Atwater, City of				●	●	●		●				
Bakersfield, City of		●		●		●		●				
Benicia, City of									●			
Beverly Hills, City of		●		●		●	●	●	●		●	
Borrego Water District			●	●		●						
Brea, City of				●		●		●				
Brentwood (CA), City of				●		●	●	●				
CAL FIRE/San Luis Obispo								●				
Calleguas Municipal Water District		●		●		●	●	●				
Camarillo, City of		●		●		●		●	●			
Carlsbad Municipal Water District		●		●		●	●	●				
Castles Municipal Water District				●		●		●				
Castaic Lake Water Agency			●	●		●	●	●	●			
Central Basin Municipal Water District		●		●			●	●				
Central Contra Costa Sanitary District				●		●		●				
Channel Islands Beach Community Services District				●		●		●				
Chino Hills, City of				●		●		●				
Chino, City of				●		●		●				
Chowchilla, City of				●		●	●	●				
Corona, City of						●			●			
County of San Diego				●				●		●		
Crescenta Valley Water District				●		●		●				
Cucamonga Valley Water District				●								
Del Mar Union School District		●										
Delta Diablo Sanitation District											●	
East Bay Municipal Utilities District				●				●				
East Orange County Water District				●		●		●				
East Valley Water District				●		●	●	●				
Eastern Municipal Water District				●								
El Toro Water District				●		●		●				
Elk Grove Water District	●			●		●	●	●	●			
Elsinore Valley Municipal Water District				●		●			●			
Escondido, City of		●		●		●	●	●	●			
Galt, City of		●		●		●		●	●			
Glendora, City of						●						
Goleta Water District				●		●	●	●				
Goleta West Sanitary District			●	●		●	●	●	●			
Hellix Water District				●		●		●				
Henderson, City of				●		●		●	●			
Hollister, City of				●		●		●	●			
Holtville, City of				●				●				
Huntington Beach, City of				●		●	●	●				
Imperial County				●		●		●				

Client	Affordability Analysis & Program Development	Debt Issuance Support	Dispute Resolution	Financial and Capital Improvements Planning	Rate Case Support	Rate Design	Risk Analysis	Cost of Service	Development / Impact Fees	Stormwater Utility Development	Organizational Optimization	Water/Wastewater Utility Valuation
Inland Empire Utilities Agency				•								
Irvine Unified School District		•										
Jurupa Community Services District				•		•	•	•				
Kern County Water Agency					•							
La Canada Irrigation District				•		•		•				
La Habra Heights County Water District				•		•	•	•	•			
Laguna Beach, City of				•								
Lake Valley Fire Protection District				•			•	•				
Las Virgenes Municipal Water District				•		•		•				
Livermore, City of				•		•		•	•			
Long Beach City of	•	•		•		•		•				
Los Alamos Community Services District		•		•		•		•	•			
Los Angeles Department of Water and Power						•		•				
Los Angeles, City of Bureau of Sanitation					•							
Madera, City of		•		•								
Mammoth Community Water District				•		•		•				
Marin Municipal Water District					•							
Merced, City of				•		•		•	•			
Mesa Water District				•								
Metropolitan Water District of Southern California			•									
Modesto Irrigation District						•		•				
Mojave Water Company				•		•	•					
Monterey County Water Resources Agency				•		•		•				
Monterey, City of		•		•		•	•					
Moulton Niguel Water District									•			
Municipal Water District of Orange County					•			•				
Napa Sanitation District				•		•		•				
Ojai Valley Sanitary District				•		•		•				
Olivenhain Municipal Water District				•		•	•					
Ontario Municipal Utilities Company								•				
Ontario, City of				•		•	•	•				
Orange, City of				•		•		•				
Palo Alto, City of				•		•	•	•				
Phelan Pinon Hills Community Services District	•			•		•			•			
Placer County Water Agency					•			•				
Pleasant Hill Recreation & Park District				•				•				
Rainbow Municipal Water District				•		•	•	•				
Ramona Municipal Water District				•		•		•				
Rancho California Water District						•	•	•	•			
Redlands, City of				•		•	•					
Rincon del Diablo Municipal Water District				•		•		•				
Riverside Public Utilities				•		•	•	•	•			
Roseville, City of		•		•					•			
Sacramento Regional County Sanitation District						•						
Sacramento, City of				•		•		•				
Salton Community Services District				•				•				

NATIONAL EXPERIENCE

This matrix shows a brief sample of some of the utilities throughout the U.S. and Canada that we have assisted and the services performed for these utilities.

		FINANCIAL AND RATE CONSULTING								MANAGEMENT CONSULTING										
State	Client	Affordability Analysis and Program Development	Debt Issuance Support	Dispute Resolution	Financial and Capital Improvements Planning	Impact fees	Rate Case Support	Rate Study	Risk Analysis	Stormwater Utility Development	Customer Relationship Management	Custom Software and Tool Development	Data Services	Organizational Optimization	Performance Management and Benchmarking	Project/Program Procurement Assistance	Public/Stakeholder Education, Outreach, and Facilitation	Stormwater Program: Development Support	Strategic Business Planning	Water/Wastewater Utility Valuation
AL	Birmingham Water Works Board	●	●	●	●	●	●	●	●				●		●		●		●	●
AL	Mobile Area Water & Sewer System				●			●											●	●
AR	Central Arkansas Water				●			●						●	●				●	●
AR	Little Rock Wastewater Utility				●			●						●	●		●			●
AZ	Peoria, City of		●		●	●		●												●
AZ	Phoenix, City of		●		●										●	●				
AZ	Pima County			●	●	●		●	●							●				●
AZ	Tucson Water				●			●									●			
CA	Anaheim, City of				●			●												
CA	Beverly Hills, City of				●			●	●					●	●					
CA	MWD of Southern California			●	●			●							●					
CA	San Diego, City of				●	●		●	●											
CA	San Francisco PUC				●			●											●	
CA	Santa Clara Valley Water District			●	●			●												
CA	Western Municipal Water District				●	●		●												
CO	Denver Water							●					●				●			
CO	Denver Wastewater, City of		●					●						●	●		●			
DC	DC Water				●	●		●	●				●	●	●				●	
DE	Wilmington, City of													●		●			●	
FL	Clearwater, City of													●	●					
FL	Pompano Beach, City of				●			●						●						
FL	Port St. Lucie, City of				●	●		●												
FL	St. Johns County		●		●	●		●	●											
GA	Columbus Water Works		●		●			●	●							●				
HI	Honolulu ENV, City and County of				●			●												
IL	Naperville, City of				●			●												
KS	Wichita, City of				●			●	●											
KY	Hardin County Water District #1				●		●	●												
LA	New Orleans, Sewerage & Water Board of		●		●			●		●			●		●	●	●	●		

		FINANCIAL AND RATE CONSULTING										MANAGEMENT CONSULTING									
State	Client	Affordability Analysis and Program Development	Debt Issuance Support	Dispute Resolution	Financial and Capital Improvements Planning	Impact fees	Rate Case Support	Rate Study	Risk Analysis	Stormwater Utility Development	Customer Relationship Management	Custom Software and Tool Development	Data Services	Organizational Optimization	Performance Management and Benchmarking	Project/Program Procurement Assistance	Public/Stakeholder Education, Outreach, and Facilitation	Stormwater Program: Development Support	Strategic Business Planning	Water/Wastewater Utility Valuation	
MD	Baltimore, City of	●			●			●	●	●	●	●	●	●			●	●	●		
MO	Metropolitan St. Louis Sewer District		●		●		●	●						●							
MS	Jackson, City of	●			●			●					●				●		●		
NC	Asheville, City of		●		●			●						●			●				
NC	Cary, Town of		●		●	●		●					●		●				●		
NC	Charlotte-Mecklenburg Utilities	●			●	●		●	●				●	●	●	●		●		●	
NC	Durham, City of		●		●			●												●	
NC	Raleigh, City of		●		●	●		●		●				●				●			
NV	Henderson, City of				●			●													
NY	New York City Water Board				●			●					●								
OH	Northeast Ohio Regional Sewer District	●			●			●		●		●	●		●			●			
OR	Portland Water Bureau, City of		●		●				●				●								
PA	Philadelphia Water Department	●	●		●									●	●				●		
RI	Newport, City of		●		●		●	●								●					
RI	Providence Water Supply Board				●		●	●						●	●						
SC	Greenville Water/ReWa		●		●			●						●							
SC	Spartanburg Water System		●		●			●	●						●						
TN	Johnson City, City of	●	●		●			●													
TN	Nashville and Davidson County MWS		●		●	●		●						●	●		●				
TX	Dallas, City of							●					●				●	●			
TX	El Paso Water Utilities PSB		●	●	●	●		●		●		●	●				●		●		
TX	San Antonio Water System	●			●	●		●	●								●				
UT	Salt Lake City, City of				●			●									●				
VA	Newport News Waterworks, City of		●		●			●	●				●								
VA	Richmond DPU, City of	●			●			●					●				●	●			
VA	Suffolk, City of		●		●			●	●												
WA	Tacoma, City of							●					●						●		
WI	Milwaukee Water Works				●		●	●													
Can	Ottawa, City of				●			●						●							

RELEVANT FIRM EXPERIENCE

FIRM BACKGROUND

In 1993, Raftelis Financial Consultants, Inc. (RFC) was founded to provide services that help utilities function as sustainable organizations while providing the public with clean water at an affordable price. With this goal in mind, RFC has grown to be the largest and most experienced firm in the nation that is solely focused on financial and management consulting for the water, wastewater, and stormwater utility industry. RFC has experience providing these services to hundreds of utilities across the country and abroad.

WHAT MAKES RFC UNIQUE

Depth of Resources: With more than 60 utility financial, rate, and management consultants, RFC has the largest firm in the nation that is solely focused on financial and management consulting for the water-utility industry. Our depth of resources will allow us to sufficiently staff this project with the qualified personnel necessary to efficiently and expeditiously meet the City's objectives.

Focus: RFC's services are solely focused on providing financial, rate, and management consulting services to utilities. This focus allows RFC professionals to develop and maintain knowledge and skills that are extremely specialized to the services that we provide, and will allow us to provide the City with independent and objective advice.

Unparalleled Experience: RFC staff have assisted hundreds of water and wastewater utilities throughout the country with financial, rate, and management consulting services. Our extensive experience will allow us to provide innovative and insightful recommendations to the City, and will provide validation for the proposed methodology ensuring that industry best practices are incorporated.

Rate Adoption Expertise: RFC has assisted numerous municipal utilities with getting proposed rates successfully adopted. Our experience has allowed us to develop an approach that effectively communicates with elected officials about the financial consequences and rationale behind recommended rates to ensure stakeholder buy-in and successful

rate adoption. This includes developing a "message" regarding the changes in the proposed utility rates that is politically acceptable, and conveying that message in an easy-to-understand manner.

Experts on California Regulatory Requirements: The regulatory environment in California has become more stringent due to Proposition 218 and Government Code Section 54999. RFC staff are very knowledgeable about these regulations and have made presentations on this subject for the Association of California Water Agencies (ACWA), California Society of Municipal Finance Officers (CSMFO), and CA-NV AWWA.

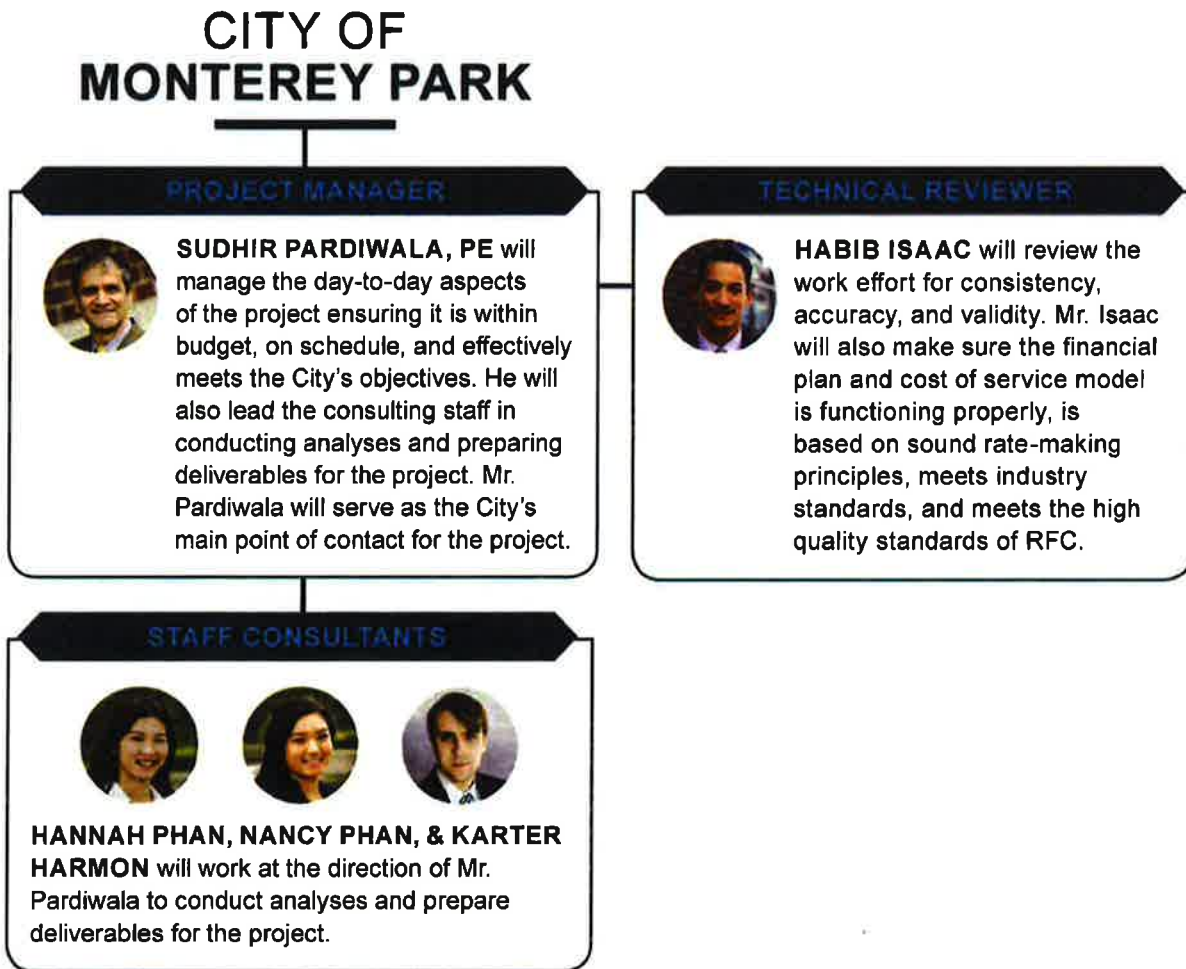
Modeling Expertise: RFC has developed some of the most sophisticated yet user-friendly financial/rate models available in the industry. Our models are tools that allow us to examine different policy options and cost allocations and their financial/customer impacts in real time. Our models are non-proprietary and are developed with the expectation that they will be used by the client as financial planning tools long after the project is complete.

Industry Leadership: Our senior staff is involved in shaping industry standards by chairing various committees within AWWA and WEF. RFC's staff members have also contributed to many industry standard books regarding utility rate setting. Being so actively involved in the industry will allow us to keep the City informed of emerging trends and issues, and to be confident that our recommendations are insightful and founded on sound industry principles.

Registered Municipal Advisor: RFC is registered with the U.S. Securities Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor. The registration requirement is a new rule covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act. All firms that provide debt issuance support services must be registered to legally provide official opinions and related services. RFC's registration allows our clients to be confident that RFC is fully qualified and capable of providing financial advice related to debt issuances.

PROPOSED TEAM, ORGANIZATION CHART, AND STAFF RESUMES

Our Project Team consists of some of the most knowledgeable and skilled financial consulting professionals in the water and wastewater industry. For this project, we have included senior-level personnel to provide experienced leadership for the project with support from talented consultant staff. RFC places a high priority on being responsive to our clients and, therefore, actively manages each consultant's project schedule to ensure appropriate availability for addressing client needs. In addition to our dedicated Project Team, the City will have the support of RFC's full staff of more than 60 consulting professionals for this project. Below, we have included an organizational chart showing the structure of our Project Team and roles for each Team member. We have included resumes for each of our Project Team members on the following pages.



TECHNICAL SPECIALTIES

- » Cost of service rate studies
- » Conservation and drought management studies
- » Economic analyses
- » Water and wastewater utility cost accounting
- » Valuation
- » Financial and revenue planning
- » Assessment engineering
- » Reviewing/obtaining capital improvement funding
- » Computer modeling

PROFESSIONAL HISTORY

- » Raftelis Financial Consultants, Inc.: Executive Vice President (2013-present); Vice President (2004-2013)
- » Black & Veatch: Principal Consultant (1997-2004)
- » MWH: Principal Engineer (1985-1997)
- » CF Braun: Senior Engineer (1979-1985)
- » PFR Engineering Systems: Research Engineer (1977-1979)

EDUCATION

- » Master of Business Administration - University of California, Los Angeles (1982)
- » Master of Science in Chemical Engineering - Arizona State University (1976)
- » Bachelor of Science in Chemical Engineering - Indian Institute of Technology, Bombay (1974)

PROFESSIONAL REGISTRATIONS

- » Registered Professional Engineer: CA (Chemical (1984) and Civil (1988))

PROFESSIONAL MEMBERSHIPS

- » American Water Works Association
- » Water Environment Federation
- » California Municipal Finance Officers Association

SUDHIR PARDIWALA, PE

PROJECT MANAGER

Executive Vice President

PROFILE

Mr. Pardiwala has 39 years of experience in financial studies and engineering. He has extensive expertise in water and wastewater utility financial and revenue planning, valuation and assessment engineering. He has conducted numerous water, storm water, reclaimed water and wastewater rate studies involving conservation, drought management, risk analysis, as well as system development fee studies, and has developed computerized models for these financial evaluations. Mr. Pardiwala has assisted public agencies in reviewing and obtaining alternate sources of funding for capital improvements, including low interest state and federal loans and grants. He has assisted several utilities with State Revolving Fund and Water Reclamation Bond loans. Mr. Pardiwala authored the chapter on reclaimed water rates in the *Manual of Practice, Financing and Charges for Wastewater Systems*, published by the Water Environment Federation (WEF) and presented papers at various conferences. He also authored a chapter entitled, "Recycled Water Rates," for the Fourth Edition of the industry guidebook, *Water and Wastewater Finance and Pricing: The Changing Landscape*. He was vice-chairman of the CA-NV AWWA Business Management Division and Chairman of the Financial Management Committee.

RELEVANT PROJECT EXPERIENCE

CITY OF REDLANDS (CA)

Mr. Pardiwala has managed several financial projects for the City of Redlands (City) including water, wastewater and reclaimed water projects. The studies were conducted with extensive stakeholder input and multiple meetings with a Utilities Advisory Commission composed of local residents, businesses, and other interested parties. The first rate studies involved significant rate adjustments as well as rate structure adjustments to ensure financial stability, meet debt coverage and regulatory requirements. The analysis included calculation of outside-City charges and impact fees. The City received user-friendly working rate models for future updates. Mr. Pardiwala assisted the City with State Revolving Fund loans for reclaimed water and potable water. He helped them find grants for the reclaimed water project and water treatment plant upgrade. He has been assisting the City biennially with their water, wastewater and recycled water rates.

CITY OF ONTARIO (CA)

Mr. Pardiwala served as Project Manager on multiple water,

wastewater and solid waste rate studies. The study included a comprehensive review of the City of Ontario's revenue requirements and allocation methodology, review of user classifications, a cost of service analysis, and rate design for City users.

RFC designed tiered water rates, recycled rates and wastewater rates considering IEUA rates. Solid waste rates were designed to recover costs. RFC provided the City with a model that is used for planning purposes by the City. The City has engaged RFC multiple times to update these rates, optimize water sources to minimize costs.

CITY OF SAN DIEGO (CA)

Mr. Pardiwala conducted numerous studies for the City of San Diego (City), including a water, wastewater and reclaimed water rate study. The entire wastewater rate study was conducted with extensive stakeholder group involvement because of the changes required in the wastewater rate structure to meet regulatory requirements. In addition, Mr. Pardiwala served as project manager for the City's reclaimed water rate study, impact fee studies for both water and wastewater, and a transportation charges study for agencies contributing to the City's regional wastewater facility. Mr. Pardiwala also managed a water demand study which involved statistical analysis of historical water consumption to model projections based on weather, economic activity, population, inflation, etc. Mr. Pardiwala evaluated the feasibility of a water budget rate structure for the City. He assisted the City with the Proposition 218 noticing and public outreach.

CITY OF BEVERLY HILLS (CA)

Mr. Pardiwala served as Project Manager for RFC's engagement with the City of Beverly Hills (City) water and wastewater rate studies. RFC was engaged by the City to develop a rate and financial planning model that would be used to evaluate alternative rate structures and to provide more detailed forecasts to assist in the preparation of updating rates in future years. RFC modeled numerous alternative rate structures and reviewed customer and revenue impacts before recommending that the City modify its current three tiered rate structure to include a fourth tier that targets large irrigation usage. In

addition, RFC recommended that the costs of service based on flow and strength. RFC continues to provide biennial updates to the City model so that rates may be projected in future years.

CITY OF SANTA BARBARA (CA)

Mr. Pardiwala has been assisting the City of Santa Barbara (City) with their water, wastewater and recycled water financial plans and cost of service rates studies involving rates for different customer classes including agriculture, outside City, tiered residential, commercial etc. Wastewater rates were developed for various funding sources including grants and SRF loans. The City is facing severe water supply shortages and water rates included evaluation of multiple drought stages, the rates and impacts on customers as well as funding desalination to provide adequate supplies for the City's customers. RFC also evaluated system capacity fees for new water and wastewater customers.

CITY OF PALO ALTO (CA)

Mr. Pardiwala was Project Manager for a study for the City of Palo Alto (City) to determine the cost of service rates consistent with Proposition 218. The study involved review of fire service charges, booster pumping rates, strict adherence to cost of service principles. The study was conducted with the participation of a citizens' advisory committee. RFC developed an user friendly rate model, provided City staff training on use of the model. The proposed rates were implemented July 1, 2012. RFC assisted The City with an update developing conservation rates with the State mandated reductions in usage.

OLIVENHAIN MUNICIPAL WATER DISTRICT (CA)

Mr. Pardiwala assisted the Olivenhain Municipal Water District (District) in conducting a water financial plan study and a recycled water rate study to determine the recycled water rates charged to customers. The water financial planning model was developed to assist the District in evaluating different financing alternatives to minimize rate impacts and ensure financial stability. The water model was effectively used in Board meetings and presentations to evaluate the impacts of various scenarios.

Additionally, RFC calculated drought/conservation rates for different stages of cutbacks. The recycled water rate study was conducted to determine the recycled water rates charged to customers given that the District obtains recycled water from four different sources: the City of San Diego, Vallecitos Water District, Rancho Santa Fe Community Services District, and the 4S Regional Recycled Water System. The existing agreements defined the costs of different sources of recycled water to the District. To address all of those issues and concerns, RFC developed a recycled water financial and rate model to determine the costs of providing service and the required revenue to be collected from customers. In addition, the model is built to evaluate when the District is able to take over the 4S Regional Recycled Water System, as stated in the agreement with the developer.

CITY OF SACRAMENTO (CA)

Mr. Pardiwala managed a wastewater rate study to examine the charges associated with different types of residential and non-residential customers. The study included a comprehensive review of the City's revenue requirements and allocation methodology, review of City's user classification, a cost of service analysis, and rate design for City users. Sacramento is one of the few large Cities in the State that does not meter residential and a significant number of non-residential customers. The strength and flow allocation to these customers was revised. The resultant rates were fair and equitable and met the fiscal needs of the City's wastewater utility in the context of the City's overall policy objectives and were designed for simplicity of administration, cost effective implementation and ease of communication to customers.

CITY OF VENTURA (CA)

Mr. Pardiwala served as Project Manager for a water, wastewater, and recycled water cost of service and rate study for the City of Ventura (City). The City had not updated its rate structure in 20 years. Additionally, the City was under a cease and desist order that required the City to carry out improvements estimated at more than \$55 million, and which the City wanted to start funding to mitigate impacts. The goal of the study was to develop

conservation-oriented rates consistent with cost of service to recover adequate revenues to pay for necessary capital improvements, meet debt service coverage requirements, as well as maintaining sufficient reserve requirements. The study included a comprehensive review of the City's revenue requirements and allocation methodology, review of the City's user classification, usage patterns, a cost of service analysis, and rate design for City users. RFC developed long-range financial plans so that the water and wastewater utilities could be financially stable and save costs in the long run. We also assisted the City with developing different water and wastewater rate alternatives with various scenarios as well as calculating outside-city rates. The study was conducted with several meetings and input from stakeholders comprised of customers within the City. RFC educated the Citizen Advisory Committee on the basics of rates, cost allocations, and rate design to obtain their buy-in through the use of the dashboards in the rate models we developed for them to demonstrate the impacts of various revenue adjustments on the long-term financial stability of the enterprises. RFC also developed a schedule for funding a major wastewater program required by environmental groups. Recommended rates were implemented for two years in July 2012. RFC updated rates for the City in 2014 and provided water drought rates.

GOLETA WEST SANITARY DISTRICT (CA)

Mr. Pardiwala has been Goleta West Sanitary District's (District) financial consultant for over more than 15 years. During that time he has assisted the District with financial planning, development and financing their replacement and refurbishment program, developing a rate structure, annexation fees, connection fees, miscellaneous fees, reserves policy development, and other financial issues. The District charges customers on the tax roll. RFC developed the data to be included on the tax roll and the District now manages it.

CLARK COUNTY WATER RECLAMATION DISTRICT (NV)

Mr. Pardiwala was Project Manager for a cost of service study for the Clark County Water Reclamation District (District) to help evaluate the current system

of rates and charges to ensure that users were being charged appropriately. The District has not updated its rate structure system for many years and the current system based on fixture units is believed to need restructuring. RFC managed the sampling and wastewater flow monitoring from different types of users to determine the definition of an equivalent dwelling unit and the flows from different types of users. There are multiple outreach meetings with member agencies and interested stakeholders to educate them on the process and to obtain buy-in.

CITY AND COUNTY OF SAN FRANCISCO (CA)

The City conducts water, wastewater and stormwater studies every five years to ensure that charges are consistent with cost of service and conforms with the City's Propositions. Mr. Pardiwala served as Project Manager for two cycles of rate studies for the City. The City has a combined wastewater and stormwater system and costs for stormwater are integrated with wastewater. The City was engaging in a multi-billion dollar capital improvement program that would have significant impact on rates. The City has unique microclimates and RFC analyzed the water usage characteristics of single family and multi-family users to develop a rate structure that would provide incentives for conservation. RFC evaluated incentives to encourage low impact development, reviewed stormwater practices to provide credits for best management practices to reduce stormwater generation. RFC performed an overhead cost allocation study consistent with federal requirements of OMB Circular A-87 to assign costs appropriately to different departments in order to obtain federal reimbursement for projects that are eligible for federal assistance.

NAPA SANITATION DISTRICT (CA)

Mr. Pardiwala was Project Manager for a recycled water rate study for the District. The District was required to restrict summer discharge of its wastewater into the river. The District had made improvements to its treatment plant to produce recycled water and provided incentives to recycled water customers to use the water. Agreement with customers were to end within a couple of years and the District wanted to enlarge the recycled water facilities and enroll new customers into the recycled

water program. The District wanted to review the economics of the improvements and determine the impacts resulting from implementing new recycled water rates. RFC developed a financial and rate model that considered the new customers and revised rates and the impact of providing discounted rates on wastewater customers. The District held meeting with the recycled water users and obtained input on issues of concern to them. RFC provided support to the District and evaluated the results of the surveys conducted to define the rates.

CITY OF HENDERSON (NV)

Mr. Pardiwala served as Project Manager for the engagement with the City of Henderson (City). In Phase I, RFC assisted the City in conducting a water and wastewater financial assessment. RFC developed a financial vision which will ultimately shape the utilities for the next ten years. As part of our conceptual design process, RFC recommended several alternative rate philosophies to be evaluated as part of Phase II. The Model was also developed to evaluate certain rate philosophies and user charge structure modifications focused on improving the equitable recovery of costs from different user classes, legal defensibility of the rates and system development charges, revenue predictability, and conservation incentives. RFC developed an allocation or budget for different meter sizes to ensure that the tiered rates set up would fairly collect revenues from customers. RFC updated the City's financial plan by participating in the City's rate implementation process. This included presentations of final findings and recommendations to City Council and the Citizen's Advisory Committee.

CITY OF NORTH LAS VEGAS (NV)

Mr. Pardiwala was the Project Manager for the water and sewer financial planning and rate study conducted for the City of North Las Vegas (City). At the time, the City had experienced rapid growth and had a significant amount of capital projects including construction of their own treatment plant. The City faced many financial challenges at a time when there were signs of a slowing economy. RFC conducted a multi-year financial plan that examined various customer growth, capital funding, and rate revenue assumptions. RFC prepared rate models

for both water and wastewater and trained City staff on their use. The models provided dashboards for ease of use and decision making.

CITY OF PORTLAND (OR)

The City of Portland (City) wanted a financial planning and rate model to determine rates for its wholesale and retail customers. Mr. Pardiwala served as Project Manager for this study. The City provided wholesale water to 19 agencies under old agreement that were expiring soon. The City was finalizing long-term agreements with explicit terms on rate setting. The City wanted to develop rates consistent with the new agreement for the wholesale agencies, review rate structure alternatives for its retail customers, review impacts and provide flexibility for planning for the next 20 years.

The City's existing retail rate structure consisted of an increasing 3-tier rate structure for all customers with fixed tiers for single family customers and tiers based on the average usage in the preceding 12-month period for the remaining customers. The current retail rates applied to all classes and did not take into account peaking which factors can vary significantly from class to class. RFC developed alternative rate structure options for retail customers and explore the creation of more classes to increase equity and fairness and encourage conservation. Alternative rate structures included uniform volume rates, seasonal rates, increasing and "V" or "U" shaped block rates, and a range of individualized block rates with cutoffs based on average account usage, seasonal usage, or customer characteristics. RFC provided the City with the computer model and provided training and a manual in the use of the model.

In 2012, Mr. Pardiwala managed a bond feasibility study for the City's Bureau of Environmental Services. The City needed to issue bonds for several hundred million dollars to meet regulatory requirements related to its wastewater and stormwater systems. RFC met with City staff and reviewed the CIP, business processes, rates and rate setting procedures, and provided a certificate of parity showing that the City could meet its coverage requirements under the current rates so that the City could sell

bonds with a good rating.

CITY OF TACOMA (WA)

Mr. Pardiwala was Project Manager for a study to develop financial plans and rate models for the City's Environmental Services including wastewater, surface water and solid waste utilities. The study involved development of user friendly financial and rate planning models that would allow the City to update rates on an annual basis, quickly make changes, and review rates. The model also provided capability to compare the status of the CIP, and actual revenues and expenses against budgets on a month by month basis. To make this process easy, the model was integrated with the City's SAP and E Builder system. The financial plan and rates were reviewed with input from the City's Environmental Services Commission. RFC turned over the models to the City, provided training and computer manuals in the use of the models.

Mr. Pardiwala also provided financial planning models to the City's water utility, which included user-friendly features and benchmarking tools to maximize improvements in operations and management.

CITY OF LOS ANGELES (CA)

Mr. Pardiwala was Project Manager on studies to develop rates and rate models for solid waste and wastewater utilities. The City wanted to have a planning tool in-house to evaluate what if scenarios, impacts and determine rates for various customers. The model incorporated many user friendly features to assist the City update rates and prepare financial plans on an annual basis. Solid waste rates included non-residential customers based on size of containers and frequency of collection. Wastewater rates to the 27 subscribing agencies discharging to the City's wastewater treatment facilities were also determined. This involved complex calculations and allocations to wastewater loadings, conveyance distance, etc. Connection or impact fees were also included in the model. User training, model documentation, regular updates and ongoing service were also included in this project.

Mr. Pardiwala also served as Project Manager

on a wheeling charges study for the Los Angeles Department of Water and Power. The City was interested in determining the appropriate charges to be levied on various customers that may wish to use the extra capacity in the City's system—from the Los Angeles Aqueduct to the distribution network—to transfer water.

CITY OF PASADENA (CA)

Mr. Pardiwala was Project Manager for a study for the City of Pasadena (City) to determine roll-out charges for solid waste services provided by the City. Certain customers in the City needed assistance with rolling out their containers and replacing them again. Mr. Pardiwala analyzed the costs associated with this service and set up a charge for it.

OTHER RELEVANT PROJECT EXPERIENCE

- City of Anaheim (CA) – Water Rate Study
- City of Atwater (CA) - Water and Wastewater Rate Study
- City of Banning (CA) - Recycled Water Revenue Program
- Beaumont Cherry Valley Water District (CA) - Water Rate and Connection Fee Study
- City of Brea (CA) - Water Rate Study, Connection Fees and Related Fees and Charges Study
- City of Buenaventura (CA) – Water and Wastewater Rate Study
- City of Burbank (CA) - Bond Feasibility Study, Reclaimed Water Study, and Water and Wastewater Rate Study
- Carpinteria Sanitary District – Wastewater Rate Study
- Casitas Municipal Water District – Water Rate Study
- Castroville Water District (CA) – Water and Wastewater Rate Study
- City of Carlsbad (CA) - Asset Replacement Study and Water, Wastewater and Reclaimed Water Revenue Program
- City of Chino (CA) - Valuation Study and Water Rate Study
- City of Chowchilla (CA) – Water and Wastewater Rates Study
- City of Cloverdale (CA) - Water and Wastewater Connection Fees and Rate Study
- City of Corona (CA) - Water and Wastewater Rate Study
- El Toro Water District (CA) – Water Budget and Wastewater Rate Studies and Connection Fees
- City of Encinitas (CA) - Water and Wastewater Rate Study
- City of Escondido (CA) - Valuation Study, Water and Wastewater Rate Study
- City of Glendora (CA) - Water and Wastewater Financial Planning and Rate Study
- City of Livingston (CA) – Water, Wastewater and Solid Waste Rates Study and Litigation Support
- Los Angeles Department of Water and Power (CA) – Water Rate Study and Wheeling Charge Review
- City of Madera (CA) - Water and Wastewater Rate Study
- Mammoth Community Water District (CA) – Water and Wastewater Rate Study
- Metropolitan Wastewater Joint Powers Authority (CA) - Wastewater Valuation Study and Capacity Valuation Study
- Palmdale Water District (CA) – Water Budget Rate Study
- City of Poway (CA) – Wastewater Rate Structure Analysis
- Ramona Municipal Water District (CA) – Water Rate Study
- City of Rialto (CA) – SRF Funding and Water and Wastewater Rate Study
- County of San Bernardino (CA) - Water and Wastewater Rate Study and Connection fees
- San Diego County Water Authority (CA) - Capacity Valuation, Rate Analysis, Valuation Study, and Wheeling Charge Study
- City of San Fernando (CA) – Water and Wastewater Rates Study
- San Geronimo Pass Water Agency (CA) - Financing Plan
- City of San Jose (CA) - Sewer Service Related Fees and Charges
- City of San Luis Obispo (CA) - Stormwater Financial Feasibility Study
- City of Santa Fe springs – Water Rate Study
- Santa Fe Irrigation District (CA) - Wastewater Treatment Plant Cost Evaluation, Water

**Connection Fees Study, and Water Rate Study
and Update**

- **City of Santa Monica (CA) - Wastewater Rate Study**
- **City of Scottsdale (AZ) - Impact Fee Study**
- **City of South Pasadena (CA) – Water and Wastewater Rate Study**
- **City of Springfield (OR) – Wastewater Rates Model**
- **Ojai Valley Sanitary District – Wastewater Rate Study**
- **Tacoma Public Utilities (WA) - 2008 Business Planning Assistance and Financial Model**
- **City of Upland (CA) - Valuation Study**
- **Town of Windsor (CA) - Impact Fee Review, State Revolving Fund Loan Application Assistance, Water and Wastewater Connection Fees and Rates Study, and Water and Water Reclamation Rate Studies**

TECHNICAL SPECIALTIES

- » Utility cost of service
- » Rate structure studies
- » Financial planning studies
- » Bond feasibility pro formas
- » Connection fees
- » Cost Allocation Studies
- » User Fees

PROFESSIONAL HISTORY

- » Raffel's Financial Consultants, Inc.: Senior Manager (2017-present); Manager (2014-2016); Senior Consultant (2013)
- » MuniFinancial: (2004-2013)
- » David Taussig & Associates: (2003-2004)

EDUCATION

- » Bachelor of Science in Applied Mathematics with Emphasis in Computation Science - San Diego State University (2002)

HABIB ISAAC

TECHNICAL REVIEWER

Senior Manager

PROFILE

Mr. Isaac has extensive experience in financial and utility rate modeling and has been serving public agencies as a lead consultant for more than 13 years. With a background in applied mathematics and computer programming, Mr. Isaac has developed a number of financial models and has recently incorporated sophisticated macros into his models to create a user-friendly interface that can save and store scenarios "on-the-fly" for comparative analysis. Mr. Isaac is also well-versed with the cost of service principles and special benefit provisions of Proposition 218. In addition, he has also provided consulting services for conducting fiscal impact analyses for agencies in determining the impact generated by new development on services, and has prepared cash flow pro formas for securing bond issues, including mello-roos bonds, revenue bonds, and a number of refunding.

Mr. Isaac has assisted clients in the preparation and presentation of public awareness and information programs related to municipal projects ranging from utility rate studies to agency-wide taxes, and feasibility studies. He has developed procedures and supervised the preparation of extensive computer models for utility rate studies. Such experience generally relates to performing budget analyses, customer and usage analyses, development of revenue requirements, and cost of service allocations related to the implementation of rate structures designed to promote conservation while accounting for revenue sufficiency and price elasticity. As a mathematician, Mr. Isaac understands the sensitivity between competing variables that are commonly present in utility rate studies, such as, cost based tiers and economic price signaling.

RELEVANT PROJECT EXPERIENCE

ZONE 7 WATER AGENCY (CA)

In July, 2015, RFC was selected to conduct a comprehensive Cost of Service Wholesale Rate Study for the Zone 7 Water Agency (the Agency) and Mr. Isaac served as Project Manager for this engagement. Given the recent state-wide emphasis for retail water agencies to meet conserve mandates of the Governor's Executive Order, the Agency experienced a significant reduction in water sales when compared to the previous Fiscal Year. These cutbacks also affect the Agency's revenue stability as nearly 100% of the Agency's revenue is recovered through variable rates and fixed revenue recovery is negligible, even though a majority of the Agency's costs are fixed. As a result, the Agency has seen a \$5M reduction in expected sales or 15% revenue loss. Given the severity of the financial impact, Mr. Isaac completed the cost of service rate study over

an aggressive timeline and RFC presented rates in September 2015.

After reviewing the Agency's current financials and revenue requirements over a 5-year planning period, RFC developed the following recommendations to meet the Agency's critical short-term needs: 1) recover lost revenue due to a reduction in sales through a Temporary Conservation Surcharge, 2) the Temporary Conservation Surcharge would be in place while revenue adjustments of 10% are made to permanently replace revenue generated by the Temporary Conservation Surcharge, 3) Fund capital through a combination of Pay-As-You-Go (PAYGO) (cash on hand) and Debt financing, and 4) Build up reserves to meet minimum target level over the three year planning period.

Mr. Isaac also reviewed the current rate structure and recommended the following adjustments to the current rate structure: 1) adjust the current 100% variable rate structure and to one that includes both fixed and variable, with approximately 35% of required revenue generated through fixed charges. Given that the Agency is a wholesaler, fixed charged would be based on historical water sales for allocating the 35% of revenue recovery to each retailer.

The Public Hearing is scheduled for October 21, 2015.

EAST VALLEY WATER DISTRICT (CA)

Mr. Isaac served as Project Manager to the East Valley Water District (District) and assisted the District with changing their rate structure from a basic uniform rate to tiered budget-based rates that accounted for household size and actual irrigable area of each account through the use of GIS. From inception, the District desired to adjust from the current uniform rate structure to one that complimented their long-term strategic goals of ensuring water efficiency and assisting with water management. Given the District's uniform rate structure, Mr. Isaac lead a detailed cost of service analysis to establish a sound nexus for determining appropriate tiered breakpoints per account as well as unit costs by tier. The model analyzed usage at the account level and provided water allotments to each for "indoor needs"

and "outdoor needs."

The adopted rates, resulting from the comprehensive cost of service analysis, unbundled rate components to convey the true cost of various service components and to continue to equitably pass on the cost of water services to users. The Board adopted the water budget rate structure on March 25, 2015. The findings and recommendations resulting from the Study were summarized and documented in the Study Report.

HELIX WATER DISTRICT (CA)

Mr. Isaac is currently completing a comprehensive Cost of Service Water Rate Study for the Helix Water District (the District). The District provides water service to approximately 55,000 customer accounts, serving a population of approximately 270,000 residents in San Diego County.

More than 10 years had passed since the District's last adopted "Cost-of-Service" study. Given the length of time since the last adopted comprehensive rate study, one specific project challenge was determining the best rate structure for the District to implement moving forward. As such, Mr. Isaac conducted a pricing objective workshop with the Board to explore rate alternatives that would best fit the District's goals and objectives. Based on the results from the pricing objectives workshop, RFC was able to develop a rate structure that met the District's needs and was fully compliant with Proposition 218. In addition, Mr. Isaac recommended that the District incorporate a pass-through component for any potential rate increases implemented by the District's wholesale water supplier and update the current rate structure as follows: 1) maintain a 3-tiered rate structure for Domestic accounts, with slight modifications to the Tier 1 and Tier 2 allotments, 2) adjust Irrigation rates from a 3-tiered budget-based rate structure to a 2-tiered budget based rate structure. The District had previously defined efficient use for each account by providing a unique water allotment each month; therefore, Tier 1 would reflect the amount of water needed (within their water budget) and Tier 2 would signal when an account went over their water budget.

Over the course of this 12-month project, Mr. Isaac presented at 10 public meetings and the Public Hearing is scheduled for October 7th 2015.

RINCON DEL DIABLO WATER DISTRICT (CA)

In 2014, the Rincon del Diablo Water District (District) contracted with RFC to conduct a Water Cost of Service and Rate Study to develop a financial plan as well as design water rates for the District for the next five years. The District is located approximately 25 miles north of the City of San Diego and serves a population of approximately 30,000 customers.

Like many water agencies in California, the District was faced with challenges related to the reduction in water usage as a result of conservation, the slow economy, increasing water supply costs, and the recent Executive Order by Governor Brown to reduce water consumption by 25% Statewide. The District was operating in an environment where operational costs and external costs associated with imported water from continue to increase and the reinvestment of funds to its infrastructure is required as outlined within the District's updated Master Plan.

Mr. Isaac served as Project Manager and presented RFC's findings and recommendations at all public meetings. Mr. Isaac recommended that the District adjust revenue by 5% for each of the next five years and incorporate a pass-through provision for increased costs incurred from the San Diego County Water Authority (SDCWA).

In addition, Mr. Isaac recommended certain adjustments to the District's reserve targets. Adjustments included increasing the Operating Reserve to 90 days of operating expenses and adjusting the Rate Stabilization Reserve Target to 10% of purchased water costs.

Mr. Isaac also provided recommendations to the rate structure to ensure compliance with the cost of service principles of Proposition 218. Residential rates were adjusted from a 5-tiered rate structure to a 3-tiered inclining rate structure that can be clearly supported by cost incurred. Non-Residential (Commercial/Industrial and Medical Care Facilities) rates were adjusted from a 3-tiered rate structure to a uni-

form rate structure as Non-Residential commercial uses and related water needs can vary drastically between accounts. Finally, RFC recommended changing the Agricultural and Irrigation rate structure from a 5-tiered budget based rate structure to a 2-tiered budget based rate structure.

The Rate Study and all recommendations were approved at a Public Hearing held on June 9, 2015.

CITY OF ARROYO GRANDE (CA)

Mr. Isaac is currently serving as lead rate consultant on a comprehensive cost of service analysis and financial plan for the City of Arroyo Grande. The City currently has ground water and a supplemental water supply from the Lopez Dam that is debt financed. As part of the cost of service analysis and tiered-rate structure, costs were built up based on water supply costs, delivery costs, and peaking to substantiate why each tier has a different rate per unit of water. Doing so provided a clear understanding on the costs incurred by the city's utility and provided a nexus in compliance with Proposition 218. The project is almost complete and is proceeding with the Proposition 218 noticing.

CITY OF SIERRA MADRE (CA)

Mr. Isaac recently completed a long-term financial plan update for the City of Sierra Madre's water and sewer enterprises. The project also included a rate redesign of the City's water rate structure to promote water conservation while meeting the City's Water Utility's financial needs. The Public Hearing concluded on January 28th 2014 and new rates will go into effect in March, 2014. The new proposed rate structure moves from a three-tiered water rate to a four-tiered water rate structure that includes a new Tier 1 allotment to reward customers that are very efficient with their water usage. In recent times, the City has experienced a significant reduction to their available groundwater and the new rate design will now account for additional costs incurred from the inclusion of supplemental water from MWD. As a result, the City long-term financial plan has been updated and a comprehensive water consumption analysis has been completed to ensure revenue sufficiency in the near-term as well as the long-term.

ELK GROVE WATER DISTRICT (CA)

In 2013, Mr. Isaac served as Principal-in-Charge and assisted the District with a very extensive and thorough redesign and public outreach campaign for its water rates. The District's previous study was conducted in 2007 and was expedited because the District was not in compliance with its existing bond covenants. The results of the study recommended revenue adjustments from Fiscal Year 2007-08 through 2011-12 of 32%, 20%, 15%, 3%, and 3%, respectively. The District was able to reduce the third year from a 15% revenue adjustment down to 12% and deferred the last two years of 3% revenue adjustments.

Given the circumstances from the last rate study, the District wasn't completely aware how their current rates were developed and wished to take a more measured approach to the 2013 Water Rate Study. As such, the study included meetings with District staff, a Citizens' Advisory Committee, Finance Committee, and the District Board. Mr. Isaac presented the cost of service analysis and rate redesign through multiple meetings that dissected each item into discrete components. Separate meetings were held to discuss the following components: 1) the District's fiscal policies, 2) District objectives, 3) establishment of new reserve funds, 4) fire protection services, 5) cost of service analysis, 6) customer classes, 7) refinancing of existing debt, 8) consumption forecast, and 9) customer impact analysis. The ultimate objective of the District was to mitigate rate increases while accounting for future obligations of the District, such as escalating debt service payments.

The Proposition 218 Notices were mailed in May 2013 and all of the material discussed and presented over the course of the last 9 months is on the District's website at <http://www.egws.org/2013waterratestudy.html>. District staff and Board members clearly understand the basis for the proposed new rates and are comfortable with the new rate structure.

In addition, Mr. Isaac is continuing to provide services to the District through annual updates for Fiscal Year 2014 through Fiscal Year 2018.

ENCINA WASTEWATER AUTHORITY (CA)

Mr. Isaac assisted the Encina Wastewater Authority (EWA) with the Asset Allocation for the Phase V Expansion Project of their Wastewater Treatment Plant (2013). The update adjusted initial cost estimates using actual figures based on: existing facilities and the most recently completed CAFR; project costs based on actual amounts paid according to EWA financial records; and, actual Engineering News Record, Los Angeles (ENR) at the defined mid-point of construction. The analysis accounted for the specific discharge characteristics of the EWA's member agencies as well as total capacity necessary to serve each member, which includes: City of Vista, City of Carlsbad, Buena Sanitation District, Vallecitos Water District, Leucadia Wastewater District, and City of Encinitas. The analyses determined the updated amount of any debits or credits to each EWA Member Agency and established EWA Member Agency Ownership percentages for completed capital improvements.

PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT (CA)

Mr. Isaac served as lead rate consultant on a recently completed comprehensive cost of service analysis and financial plan for the Phelan Pinon Hills Community Services District (CSD). The study accounted for the CSD's policy objectives and achieves a strong financial outlook in future years. As the CSD was undertaking a study of this type for the first time since becoming an independent local agency, Mr. Isaac's primary objective was to develop a robust and custom-designed financial rate model that would clearly reveal the current financial health of the Water Enterprise Fund and provide a sound financial plan reflecting a continued strong financial outlook.

To ensure stable short- and long-term financial stability, historical and future financial information was collected and analyzed, including water operations, planned capital improvement projects, existing debt obligations, and the acquisition of additional water rights. As this was the CSD's first independent financial and rate analysis, Mr. Isaac collaborated closely with CSD staff to prepare and tailor a comprehensive financial model that focused on District policies and fiscal objectives. Mr. Isaac assisted with

not only ensuring a healthy financial outlook for the utility in future years, he also took this opportunity to provide a thorough understanding to District Board Members on rate-setting principles and best management practices.

Mr. Isaac is continuing to work with the District on annual updates for Fiscal Year 2014 through Fiscal Year 2018.

CITY OF COVINA (CA)

Mr. Isaac served as lead consultant in a redesign of the City's water rate structure. The new rate structure incorporated a three-tiered water rate design that secured a stable revenue stream while promoting efficient use of water. One of the City's primary goals was to restructure the existing water rates to reach a 20% reduction in water consumption by calendar year 2020.

CITY OF DANIA BEACH (FL)

Mr. Isaac conducted a comprehensive review and financial plan update for the City's water and wastewater utilities and restructured the rates to reflect a cost of service methodology. Mr. Isaac also served as lead consultant in restructuring the City's method of assessment for its stormwater and fire assessments. Due to his breadth of knowledge for each service discipline identified in this engagement, Mr. Isaac operated as principle-in-charge for the entire project. Each Enterprise Fund involved the creation of a detailed financial plan to account for current and future operations; maintenance and facilities; and the development and implementation of new fee, rate, and assessment structures. Through Mr. Isaac's review, the existing rate structure demonstrated that current utility rate revenues were not sufficient to fund operating and maintenance costs, as well as necessary capital improvements. The updated rate analysis established distinct customer classes for each utility that distributed the full cost of services to the customer base, in proportion to service demands placed on utility systems.

PUBLICATIONS

- "Cryptography with Cycling Chaos," Physics Letter A, V 303; Pages 345-351(2002)

OTHER RELEVANT PROJECT EXPERIENCE

- City of Arroyo Grande (CA) - Cost of Service Analysis and Financial Plan
- City of Coachella (CA) - Water Rate Study
- City of Covina (CA) - Water Rate Structure Redesign
- City of Dania Beach (FL) - Water and Wastewater Financial Plan Update
- Town of Danville (CA) - Cost Allocation Plan
- City of Delano (CA) - Water, Wastewater, Refuse, and Street Sweeping Rate Study
- Elk Grove Water District (CA) - Water Rate Redesign and Public Outreach
- Encina Wastewater Authority (CA) - Asset Allocation for the Phase V Expansion Project of the Wastewater Treatment Plant
- City of Irvine (CA) - Cost Allocation Plan and UF
- City of La Mirada (CA) - Cost Allocation Plan and UF
- City of Lompoc (CA) - Water and Wastewater Rate Study
- City of Modesto (CA) - Cost Allocation Plan
- City of Pacifica (CA) - Cost Allocation Plan and UF
- Phelan Pinon Hills Community Services District (CA) - Cost of Service Analysis and Financial Plan
- City of San Fernando (CA) - Water and Wastewater Rate Study
- City of Sierra Madre (CA) - Financial Plan Update
- City of Tulare (CA) - Water Rate Study and Cost Allocation Plan

TECHNICAL SPECIALTIES

- » Utility cost of service and rate structure studies
- » Financial planning studies
- » State revolving fund assistance

PROFESSIONAL HISTORY

- » Raftelis Financial Consultants, Inc.: Manager (2017-present); Senior Consultant (2009-2016); Staff Consultant (2007-2009)
- » Merati Economic Group: Economics Analyst (2006-2007)

EDUCATION

- » Master of Business Administration - California State University, Los Angeles (2007)
- » Bachelor of Science, Business Administration - California State University, Los Angeles (2006)

HANNAH PHAN

STAFF CONSULTANT Manager

PROFILE

Ms. Phan has over 10 years of consulting experience in financial planning and cost of service studies. She has served as a lead consultant on numerous water, wastewater, and recycled water rate studies, cost of service studies, connection fee studies, and valuation studies. Her specific experience includes projects for the Cities of San Diego, Ventura, Palo Alto, Brentwood, Santa Barbara, Santa Monica, Anaheim, Ontario, Escondido, Redlands, Torrance, Chino, and Banning, Napa Sanitary District, Central Contra Costa Sanitary District, East Bay Municipal Utility District, Casitas Municipal Water District, Calleguas Municipal Water District, Goleta West Sanitary District, and Carpinteria Sanitary District, and the City of North Las Vegas, Nevada and Tacoma Environmental Services Department in Washington. Ms. Phan has an MBA and is an experienced modeler with strong analytical skills.

RELEVANT PROJECT EXPERIENCE

CITY OF SAN DIEGO (CA)

RFC assisted the City of San Diego (City) in conducting a water, wastewater, and recycled water rate study to evaluate the costs of providing utility services and the rates to charge customers. The study included a comprehensive review of the City's revenue requirements and allocation methodology, review of the City's user classification, an analysis of cost-of-service and rate design for City users. The rate structure was modified to provide a more equitable sharing of costs consistent with regulatory requirements. The recycled water rate study involved evaluation of various scenarios involving capital projects with increased sales, cost sharing between water and wastewater, phasing in rates, repayment of past costs incurred by water to fund the recycled water program. Ms. Phan assisted in building the rate models, preparing the scenarios and conducting economic analyses of the alternative scenarios.

CITY OF PALO ALTO (CA)

The City of Palo Alto (City) engaged RFC to conduct a water cost of service and rate study. The study included a comprehensive review of the City's revenue requirements and allocation methodology, review of the City's user classification, usage patterns, a cost of service analysis, and rate design for City users. The study also included a review of the peaking characteristics of different customer classes, an analysis of the master-metered MFR customers, and a review of separate charge for higher elevations customers. RFC conducted the study with input from the Utilities Advisory Commission made up of City residents. Ms. Phan

assisted in conducting the cost of service analysis and customer impacts.

CITY OF BEVERLY HILLS (CA)

The City of Beverly Hills (City) engaged RFC to develop a rate and financial planning model that would be used to review customer classes, evaluate alternative rate structures and to provide more detailed forecasts to assist in the preparation of updating rates in future years.

The City's water rate structure consisted of a three-tiered increasing block water rate structure with no differentiation among customer types. RFC modeled numerous alternative rate structures and reviewed customer and revenue impacts before recommending that the City modify its current three tiered rate structure to include a fourth tier that targets large irrigation usage. The City's wastewater rates were restructured to more equitably recover the costs of servicing the different customer classes to conform to EPA regulations. RFC continues to provide updates to the City so that the enterprise funds can continue to be financially stable. Ms. Phan assisted in conducting the pricing objectives to determine the objectives most important to the City's stakeholders and developed the water and wastewater rate models to determine the appropriate rates and rate structure for the City's utility services.

CENTRAL CONTRA COSTA SANITARY DISTRICT (CA)

Ms. Phan served as Lead Consultant for a comprehensive wastewater cost of service study for Central Contra Costa Sanitary District (District). As part of the study, RFC thoroughly examined the District's customer classification, cost structure, analyzed wastewater flow and strength data, and evaluated alternative rate structures to develop an equitable rate structure that meets Proposition 218 requirements and the District's goals and objectives. The District's Board of Directors was engaged throughout the study process via workshop presentations. Several changes were recommended to the District's rate structure to enhance equity to customers. Additionally, RFC reviewed recycled water rates and developed a wholesale rate for sales to the local water district. Ms. Phan developed the financial

plan and cost of service model for the District that allowed the District to quickly review scenarios and evaluate alternatives in workshop settings. This tool proved invaluable when presenting the results in a graphical format to the District Board of Directors because it enabled them to easily see the impacts of different policy decisions on wastewater rates and customer impacts in real-time. As a results, the Board unanimously adopted the proposed wastewater rates for the next two fiscal years, effective July 1st of 2015 and 2016.

CITY OF SANTA BARBARA (CA)

Ms. Phan has been assisting the City of Santa Barbara (City) with their water and wastewater financial plans and cost of service rates studies involving rates for different customer classes including agriculture, outside City, tiered residential, commercial etc. Ms. Phan has also been assisting the City with drought rates to address the water shortage conditions during the drought. Wastewater rates were developed for various funding sources including grants and SRF loans.

NAPA SANITATION DISTRICT (CA)

Ms. Phan served as lead analyst for a recycled water rate study for the Napa Sanitation District (District). The District was required to restrict summer discharge of its wastewater into the river. The District made improvements to its treatment plant to produce recycled water and then provided incentives to customers to use the recycled water. The agreement with customers was ending in two years, but the District wanted to enlarge the recycled water facilities and enroll new customers into the recycled water program. The District also wanted to review the improvements and determine the impact of the new recycled water rates. RFC developed a financial and rate model that considered the new customers and revised rates and the impact of providing discounted rates on wastewater customers. The District held a meeting with the recycled water users and obtained input on issues of concern to them. RFC provided support to the District and evaluated the results of the conducted surveys to define the rates.

CITY OF BRENTWOOD (CA)

Ms. Phan served as Lead Consultant for a water

and wastewater rate study for the City of Brentwood (City) that involved a comprehensive review of the City's financial plan and rate structure. The City has a total of over 17,500 water and wastewater accounts. Water is supplied through two main sources: local groundwater, from the City's groundwater wells, and surface water that originates from rivers within the Sierra mountain range and flow into the Delta. Surface water is treated at the City of Brentwood Water Treatment Plant (Brentwood TP) and the Randall Bold Water Treatment Plant (RBWTP). Wastewater services are provided by the City's Wastewater Treatment Plant with a capacity to treat 5.0 million gallons of wastewater per day (MGD). The study included a comprehensive review of the City's revenue requirements and allocation methodology, a review of City's user classification, a cost of service analysis, and rate design for City users. The resulting rates were fair and equitable and met the fiscal needs of the City's utilities in the context of the City's overall policy objectives and were designed for simplicity of administration, cost effective implementation and ease of communication to customers. The study also included drought surcharges that vary based on the water shortage level that the City can implement as necessary to recover the revenue shortfall that occurs as a result of demand reduction during water shortage situations. RFC developed a user friendly model so that various scenarios could be evaluated on the fly. The City appreciated the flexibility of using this model during the course of the study. RFC calculated wastewater rates based on flow and strength for differ classes of customers. RFC assisted with the Proposition 218 notice and the public hearing.

EAST BAY MUNICIPAL UTILITY DISTRICT (CA)

Ms. Phan served as Lead Consultant for a comprehensive wastewater cost of service study for East Bay Municipal Utility District (District). The last comprehensive cost of service study was done in 2000 for the wastewater treatment charges. As part of the study, RFC thoroughly examined the District's cost structure, analyzed wastewater flow and customers data, and evaluated alternative rate structures to develop an equitable rate structure that meets Proposition 218 requirements and the District's goals and objectives. While the proposed

treatment rates retain the current rate structure, which includes a fixed monthly service and strength charge and a variable flow charge with a cap at 10 hundred cubic feet (hcf) per dwelling unit per month for residential customers, and a fixed monthly service charge and a variable flow charge per hcf based on customer classification for apartment buildings and non-residential customers, the individual rates are realigned to reflect the cost of service. The District's current rate structure also includes a fixed annual charge per dwelling units (up to five dwelling units) for single- and multi-family customers and per parcel for non-residential customers for wet weather facilities. This rate structure was developed in late 1980s. RFC and District staff evaluated various alternatives for the wet weather facilities charge to ensure equity amongst customer classes. The proposed wet weather facilities charge will be based on the average parcel size for each customer class, which has a stronger cost of service basis than the current rate structure.

CASTAIC LAKE WATER AGENCY (CA)

Ms. Phan served as lead analyst for a financial plan wholesale water rate study for the Agency. As part of the project, RFC developed a comprehensive financial plan that evaluated various financial alternatives to minimize financial risks to the Agency. The Agency received a significant portion of its revenue stream from property tax, which it used to fund capital improvement projects and costs related to its Buena Vista/ Rosedale Rio Bravo (BV/RRB) water supply. The current wholesale water rate only recovered operating costs of the system. The Agency was concerned that property tax revenue would significantly decrease in the future, which would severely impact its operations and require significant rate increases. Thus, RFC analyzed several alternatives to gradually fund more of the BV/RRB costs from the wholesale water rate so that it wouldn't be as dependent on property tax revenues. RFC also reviewed and evaluated numerous alternative wholesale water rate structures to enhance revenue stability and promote conjunctive water use in the Santa Clarita Valley among the four purveyors within the system. Since the current wholesale water rate was 100% variable, one of the objectives of the Agency was to enhance revenue stability by

incorporating a fixed charge in its wholesale rate structure to ensure recovery of a portion of its fixed costs. RFC presented four rate structure alternatives to the Board, and the Agency implemented a fixed and variable rate structure in which the fixed costs were recovered based on each purveyor's previous three-year average of total water demand.

CITY OF SOUTH PASADENA (CA)

Ms. Phan assisted the City in conducting a financial plan and rate study for its water and wastewater enterprises as the lead analyst. The City had expressed some concerns about financial stability and anticipated significant capital expenses associated with water and sewer line replacement in the upcoming years, as well as necessary improvements to meet state regulations. As a part of the financial plan development process, RFC evaluated the City's existing accounts and consumption patterns as well as its existing rate structure to evaluate and project revenues. These revenues were compared to existing and projected revenue requirements, including operating and capital expenses as well as existing debt service obligations. The results of the study included a financial plan dashboard which allowed the City to evaluate various financial plan scenarios, including the necessary levels of revenue adjustments required and capital funding options available in order to meet its required coverage ratios and target reserve balances.

TACOMA ENVIRONMENTAL SERVICES (WA)

RFC is currently conducting a comprehensive wastewater, surface water, and solid waste financial plan and cost of service study for Tacoma Environmental Services (Tacoma). A key objective of the project is to provide Tacoma with a financial model that can be linked with the SAP system so that future annual updates can be automatic. The model also has ability to conduct sensitivity analyses on several different issues, such as debt refinancing, varying levels of increases in assessments costs, etc. The study also included a long-range financial plan to ensure financial stability for all three utilities. Ms. Phan served as the lead consultant on this project, responsible for building the rate models, preparing presentations and conducting sensitivity analyses.

CITY OF VENTURA (CA)

RFC completed a water, wastewater, and recycled water cost of service and rate study for the City of Ventura (City). The City had not updated its rate structure in 20 years. Additionally, the City was under a cease and desist order that required the City to carry out improvements estimated at more than \$55 million, and which the City wanted to start funding to mitigate impacts. The study included a comprehensive review of the City's revenue requirements and allocation methodology, review of the City's user classification, usage patterns, a cost of service analysis, and rate design for City users. RFC developed long-range financial plans so that the water and wastewater utilities could be financially stable and save costs in the long run. We also assisted the City with developing different water and wastewater rate alternatives with various scenarios as well as calculating outside-city rates. Ms. Phan served as the lead consultant for this project, responsible for building the rate models, preparing the scenarios and conducting economic analyses of the alternative scenarios.

CITY OF ANAHEIM (CA)

The City of Anaheim (City) engaged RFC to conduct a water cost of service rate study. To address the financial objectives of the City and identify a water rate structure that is fair and equitable while sufficiently recover the costs of providing water service, RFC developed a water rate and financial planning model to calculate and forecast cost justified water rates appropriate to recover the operating and capital costs of the wastewater enterprise over a 20-year planning period.

OLIVENHAIN MUNICIPAL WATER DISTRICT (CA)

Ms. Phan assisted the Olivenhain Municipal Water District (District) in conducting a water financial plan study and a recycled water rate study to determine the recycled water rates charged to customers. The water financial planning model was developed to assist the District in evaluating different financing alternatives to minimize rate impacts and ensure financial stability. The water model was effectively used in Board meetings and presentations to evaluate the impacts of various scenarios. The recycled

water rate study was conducted to determine the recycled water rates charged to customers given that the District obtains recycled water from four different sources: the City of San Diego, Vallecitos Water District, Rancho Santa Fe Community Services District, and the 4S Regional Recycled Water System. The existing agreements defined the costs of different sources of recycled water to the District. To address all of those issues and concerns, RFC developed a recycled water financial and rate model to determine the costs of providing service and the required revenue to be collected from customers. In addition, the model is built to evaluate when the District is able to take over the 4S Regional Recycled Water System, as stated in the agreement with the developer.

GOLETA WEST SANITARY DISTRICT (CA)

The Goleta West Sanitary District (District) was evaluating several alternatives regarding constructing their own wastewater treatment plant and expanding the current facility at Goleta Sanitary District, where the District has been sending their wastewater for treatment. RFC built a financial planning model for the District to find the most economically effective option. Furthermore, the District engaged RFC in conducting a miscellaneous fee study to evaluate the current fee structures to better represent the cost of service. Ms. Phan assisted in conducting economic analyses of the alternatives and developing the miscellaneous fee model for the District.

OTHER RELEVANT PROJECT EXPERIENCE

- City of Anaheim (CA) – Water Cost of Service Rate Study
- City of Banning (CA) – Water, Wastewater, and Recycled Water Rate and Connection Fees Study
- Beaumont-Cherry Valley Water District (CA) – Water Rate Study
- City of Beverly Hills (CA) - Rate and Financial Planning Model
- Carpinteria Sanitary District (CA) – Wastewater Rate Study
- Castaic Lake Water Agency (CA) – Wholesale Water Rate Study
- Clark County Water Reclamation District (NV) – Sewer Cost of Service Study
- City of Escondido (CA) – Water and Wastewater Rate and Fees and Connection Fees Study, and Water Budget Study
- Goleta West Sanitary District (CA) - Financial Planning Model and Miscellaneous Fee Study
- Jurupa Community Services District (CA) – Water and Wastewater Rate Study
- Napa Sanitation District (CA) – Recycled Water Rate Study
- City of North Las Vegas (NV) – Water and Wastewater Rate Studies
- Olivenhain Municipal Water District (CA) – Recycled Water Rate Study
- City of Ontario (CA) – Water, Wastewater, and Solid Waste Rate Studies
- City of Palo Alto (CA) – Water Cost of Service Rate Study
- City of Redlands (CA) – Water, Wastewater and Connection Fees Cost of Service Study
- City of San Diego (CA) – Water, Wastewater, and Recycled Water Rate Study
- City of Santa Barbara (CA) – Water and Wastewater Rate Study
- City of Santa Monica (CA) – Wastewater Cost of Service Study
- City of South Pasadena (CA) – Water and Wastewater Rate Study
- Tacoma Water Department (WA) – Water Financial Plan Study
- Tacoma Environmental Services (WA) – Wastewater, Surface Water, and Solid Waste Study

TECHNICAL SPECIALTIES

- » Data analysis
- » Financial modeling
- » Utility rate studies

PROFESSIONAL HISTORY

- » Raftelis Financial Consultants, Inc.: Consultant (2016-present)
- » Microsoft Corporation – Partner Account Specialist (2015-2016)

EDUCATION

- » Bachelor of Arts in Business Economics – University of California, Irvine (2015)

NANCY PHAN

STAFF CONSULTANT

Associate Consultant

PROFILE

Ms. Phan has a background in business economics with a focus on data analysis, writing, and communications. Her expertise in working with large data sets brings efficiency and refinement to her financial modeling, and her emphasis on writing establishes a clear and concise communication style.

RELEVANT PROJECT EXPERIENCE

ONTARIO MUNICIPAL UTILITIES COMPANY (CA)

Ms. Phan serves as the associate consultant for the Utilities' potable water enterprise. She is developing water rates to meet the stringent cost of service requirements. The drought has significantly impacted the water supply and sales and the state has mandated water reductions. The drought situation has proved very challenging for water utilities to provide service, meeting state requirements, providing adequate revenues and minimizing impacts to customers.

COUNTY OF VENTURA (CA)

Ms. Phan assisted the development of rates for four different districts served by the County of Ventura. The rate study included unique issues related to serving agricultural customers. The rate structure were modified to provide greater simplicity from the current system. Ms. Phan developed models, wrote reports and assisted with the bill calculators developed for the Districts.

CITY OF BENICIA (CA)

Ms. Phan is determining connection fees for the water and wastewater utilities for the City. The current fees were developed several years ago need to be updated to take into account the current economic and growth situation. Fees will be determined using equity and capacity buy-in method along with incremental buy-in based on the availability of capacity in different components of the system and the capital improvements needed to meet new demand.

GOLETA WEST SANITATION DISTRICT (CA)

Ms. Phan assisted with a study to determine various fees including annexation, capacity fees, industrial permit fees, plan check and inspection fees, permit fees, and frontage fees.

CITY OF ESCONDIDO (CA)

Ms. Phan has assisted with the City of Escondido's water and wastewater rate studies by developing a financial plan and reviewing revenue

requirements such as the Capital Improvement Plan, existing and future debt obligations, operating expenditures, and reserve policies. In addition, she has helped develop a cost of service analysis in order to determine rates that are fair, equitable, and compliant with Proposition 218. Following the completion of the rate studies, she assisted in writing the reports which details the steps taken and calculations made during the course of the study.

ZONE 7 WATER AGENCY (CA)

Ms. Phan assisted in updating the wholesale water rate model for Zone 7 Water Agency, which included updating the financial plan, developing a cost of service analysis, and determining fair and equitable rates. In order to enhance revenue stability for the Agency, she assisted in determining a modified rate structure that is beneficial and fair to both the Agency and its customers. After updating the rate model, she wrote a report detailing the steps that were taken in the update and provided model training to Agency staff.

COUNTY OF KAUAI, DEPARTMENT OF WATER (HI)

Ms. Phan is currently serving as associate consultant for the County's water enterprise. She is assisting in developing a financial plan and a utility rate study for the County according to cost of service principles. By reviewing the County's current revenue requirements, which include the Capital Improvement Plan, existing and proposed debt service, and other financial policies and goals, she will be able to assist in forecasting a long-term financial plan for the County with equitable and defensible water rates.

TECHNICAL SPECIALTIES

- ▶ Water economics and policy
- ▶ Financial modeling
- ▶ Statistical analysis

PROFESSIONAL HISTORY

- ▶ Raftelis Financial Consultants, Inc.: Associate Consultant (2016-present)
- ▶ Indiana Business Research Center: Research Assistant (2015-2016)
- ▶ Woods Hole Oceanographic Institution: Student Fellow (2014-2015)
- ▶ Cox Law Firm: Law Clerk & Natural Resources Consultant (2013-2016)

EDUCATION

- ▶ Master of Public Affairs – Indiana University School of Public & Environmental Affairs (2016)
- ▶ Bachelor of Science in Public Affairs, Environmental Management – Indiana University (2014)
- ▶ Certificate in Underwater Resource Management – Indiana University (2014)

KARTER HARMON

STAFF CONSULTANT

Associate Consultant

PROFILE

Mr. Harmon has a background in economics, water policy, natural resource law, and strategic consulting. His primary expertise includes economic and financial modeling, statistical analysis, and conservation planning.

RELEVANT PROJECT EXPERIENCE

CITY OF ANAHEIM (CA)

Mr. Harmon has participated in a financial plan and rate study for the City of Anaheim (City). This project involves an intricate financial planning model that incorporates budgeted revenues and expenditures, debt service, capital projects, and other elements. The study also calculates equitable rates and charges for the City's water users using a multifaceted system involving multiple customer classes, commodity and reliability adjustments, and projected revenue adjustments.

VALLEY COUNTY WATER DISTRICT (CA)

Mr. Harmon is assisting in the development a financial planning and water cost-of-service model for the Valley County Water District in Los Angeles County. This project involves planning for substantial projected increases in capital and water supply costs. Rates and debt financing schemes will be developed to provide for long-term financial stability without placing any undue burden on the District's customer base.

CITY OF CARPINTERIA (CA)

Mr. Harmon has also carried out a wastewater rate study for the City of Carpinteria. This study examines current sewer service charges and rate schedules to be billed on the tax roll, along with agency budgetary and capital expenditure data. The study calculates adjusted wastewater rates for a wide variety of customers using cost of service analysis.

PROFESSIONAL EXPERIENCE

Mr. Harmon has also undertaken projects related to water capacity fees, rate research and evaluation, and conservation tracking. He has helped calculate facilities capital fees (FCFs) for the Castaic Lake Water Agency, researched development impact fees and recycled water projects for the City of Roseville, and co-written an article on data-based approaches to water conservation for the Rancho California Water District. He also developed a conservation tracking tool that allows visualization of water conservation and drought standards over

time, using publicly-available data collected by the California State Water Resources Control Board.

While attending graduate school, Mr. Harmon provided research and consulting services for several clients including Cox Law Firm (an environmental law office), Creative Innovations (a landscaping firm focused on water conservation), and the Indiana Business Research Center. He has worked on issues ranging from public utility labor regulations, to econometric modeling of natural resources, to financial consulting for business development. He is also an author of two published research studies, one dealing with the growth and development of industry clusters and another addressing marine policy in the United States.

SCHEDULE AND DEADLINES

RFC can meet the City's proposed time schedule as outlined in the RFP. In the table below, we have provided a detailed schedule of when we will complete each task in the scope of services and the deliverables associated with each task. The proposed schedule assumes a notice-to-proceed by mid-March 2017 and that RFC will receive the needed data in a timely manner and be able to schedule meetings as necessary.

TASKS	2017				
	MAR	APR	MAY	JUN	JUL
1 Project Management & Initiation	 Deliverable(s) : Data request list, kick-off meeting summary memorandum				
2 Financial Plan Development	  Deliverable(s) : Financial plan model				
3 Cost of Service Analysis	  Deliverable(s) : Cost of service analysis				
4 Rate Model Development	  Deliverable(s) : Draft Utility Rate Models in Microsoft Office Excel 2013				
5 Report Preparation	   Deliverable(s) : Draft solid waste report; Draft water and wastewater reports; Final Report				
6 Presentations and Public Hearing	  Deliverable(s) : Presentation materials and attendance at Public Hearing				
7 Model Training	 Deliverable(s) : As needed				



Kick-off Meeting



Delivery of Draft/Final Reports



In-Person Meeting / Workshop



Web meeting



Prop. 218 Noticing Period

Task	Task Descriptions	# of Meetings		Hours Requirements						Total Fees & Expenses
		WM	FM	SP	HI	HP	NP/KH	Admin	Total	
HOURLY RATES				\$310	\$255	\$230	\$150	\$75		
1	Project Management & Initiation		1	8		4	16	3	31	\$6,190
2	Financial Plan Development	2		10	4	16	70		100	\$18,300
3	Cost of Service Analysis	2		10	4	16	24		54	\$11,400
4	Rate Model Development	1	1	12		16	48		76	\$14,765
5	Report Preparation	1		8	4	16	70		98	\$17,680
6	Presentations and Public Hearing		2	12		4	4		20	\$5,570
7	Model Training		1				6		6	\$1,065
TOTAL ESTIMATED MEETINGS / HOURS		6	5	60	12	72	238	3	385	
PROFESSIONAL FEES				\$18,600	\$3,060	\$16,560	\$35,700	\$225	\$74,145	
WM - Web meeting FM - Face-to-face meeting SP - Sudhir Pardiwala HI - Habib Isaac HP - Hannah Phan		Total Fees								\$74,145
		Total Expenses								\$826
		TOTAL FEES & EXPENSES								\$74,971



City Council Staff Report

DATE: April 5, 2017

AGENDA ITEM NO: Old Business
Agenda Item 5-B.

TO: The Honorable Mayor and City Council
FROM: Chu Thai, Director of Management Services
SUBJECT: Appropriation of \$50,000 for Tyler Technologies Travel Expenses related to Finance Software Upgrade

RECOMMENDATION:

It is recommended that the City Council consider:

1. Appropriating \$50,000 from Technology Internal Service Fund (0063) balance for Tyler Technologies travel expenses related to implementation of new finance software.
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

At the February 15, 2017 meeting the City Council approved the Tyler Technologies agreement for finance software, but directed that payment of travel expenses be removed.

In discussing the matter with Tyler Technologies, it became apparent that the proposed budget for travel expenses was not part of the vendor's "overhead." Rather, the proposed travel expense budget is for cost recovery on extraordinary travel expenses. Tyler's workforce is distributed across the country. When representatives are required for on-site training and supervision, Tyler pays for transporting those individuals to the City. To recoup its costs, Tyler charges the City actual travel expenses – without mark-up – in order to ensure both that the City has the best service available and pays the least amount possible. Since these costs are "pay as you need them," they are not included in the overall rate structure.

BACKGROUND:

Tyler Munis' original proposal included \$49,500 for travel reimbursement, in comparison to their competitor's proposed travel budget of \$40,000. In March 2017, Tyler Munis updated its estimated travel costs to \$48,600 for the 27 trips and 90 days of implementation.

One of the methods by which Tyler's proposal remains competitive is by breaking out its travel costs. After speaking with Tyler's representatives, it is apparent that the \$48,600 is a budget, i.e., this is the anticipated cost for travel. If the City requires fewer onsite

visits by the vendor's representatives, this amount will be reduced. In discussing this matter with Tyler's representative, it appears that the number of anticipated onsite visits may be reduced; some of the supervision and training can be accomplished virtually, i.e., online.

Tyler's proposal is not unusual in the software industry. As noted, competing proposals also included a travel budget. Staff was assured by Tyler's representative that all travel costs will be "actual," i.e., Tyler will not add a mark-up percentage to the costs. The City Attorney's office believes that language can be added into the contract to ensure that the City is charged only pass-through travel costs. This may be, in part, accomplished by simply adding Tyler's travel policy (included as an attachment) as an exhibit to the overall contract.

The City Council also gave direction that Tyler Technologies cannot receive full payment until the modules are implemented properly. Both parties agreed that this practice will be performed for the 14 modules purchased.

FISCAL IMPACT:

Reimbursable travel expenses for the Tyler Technologies implementation cannot exceed \$50,000.

Respectfully submitted by:



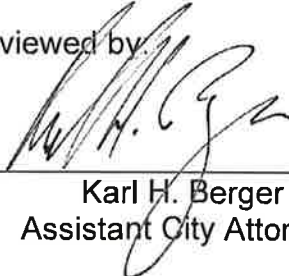
Chu Thai
Director of Management Services

Approved by:



Ron Bow
Interim City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

Attachment: Tyler Technologies Business Travel Policy

ATTACHMENT 1
Tyler Technologies
Business Travel Policy



Exhibit B

Schedule 1

Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations.



Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



City Council Staff Report

DATE: April 5, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-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
April 5, 2017

RECOMMENDATION:

It is recommended that the City Council:

- (1) Approve payment of warrants and adopt a Resolution allowing certain claims and demands per Warrant Register dated **April 5, 2017 totaling \$1,138,578.35** 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 **313481-313656** and e-Payables numbered **000576-000590**.

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 **\$1,138,578.35.**

Respectfully submitted:

Prepared by:



Chu Thai
Director of Management Services



Annie Yaung CPFO
Controller

Approved By:



Ron Bow
Interim City Manager

Attachments 1: Resolution

Attachments 2: Warrant Register

ATTACHMENT 1

Resolution

RESOLUTION NO.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED
5TH DAY OF APRIL 2017
TOTALING \$1,138,578.35 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	\$ 292,982.42
State Gas Tax Fund	29,353.29
Sewer Fund	2,375.00
Refuse Fund	420,807.61
City Shop Fund	52,063.89
General Liability Fund	1,500.00
Payroll Clearing Account	1,092.06
Public Safety Impact Fee	56,357.71
Special Deposits Fund	46,475.13
Business Improvement Area #1	5,133.24
Water Fund	40,203.05
Water Treatment Fund	162,396.14
OPA Proposition A	69.34
Measure R Fund	5,726.09
POST	7,093.43
Recreation Fund	7,063.15
Asset Forfeiture	833.01
CDBG Fund	4,050.67
Maintenance District 93-1	1,200.00
Maintenance Grant (075)	1,300.00
ELAC Instructional Serv Prog	132.21
Literacy Trust Grant	370.91
 TOTAL	 <u>\$ 1,138,578.35</u>

PASSED, APPROVED AND ADOPTED THE 5TH DAY OF APRIL 2017.

Teresa Real Sebastian, 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 5th day of April 2017 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 2

Warrant Register

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/05/2017

5

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ROBERTO A AGUIRRE	0010-801-1801-39400	804.33	CPRS REIMBURSEMENT		313481	
	0010-801-6502-31950	172.32	CPRS REIMBURSEMENT		313481	
	0010-801-6506-22750	403.28	DAY CARE SUPPLIES		313481	1,379.93
AMERICAN FLEET & RETAIL GRAPHICS (I	0075-450-0075-08615	616.77	BANNERS (TRUST)		313482	616.77
ANTHEM BLUE CROSS	0010-801-5102-12330	3,431.45	04/17 MEDICAL INSURANCE		313515	3,431.45
APPLEONE EMPLOYMENT SERVICES	0010-801-1704-31950	709.69	TEMPORARY STAFFING SERVICES		313483	709.69
	0010-801-1704-31950	770.32	TEMPORARY STAFFING SERVICES		313516	770.32
AT & T	0010-801-3201-32050	46.92	PHONE SERVICE		313484	46.92
	0010-801-3113-32050	41.33	PHONE SERVICE		313517	41.33
AT&T	0010-801-1408-32050	256.76	INTERNET/PHONE SERVICE		313518	
	0010-801-3112-32050	171.18	INTERNET/PHONE SERVICE		313518	
	0010-801-3201-32050	85.59	INTERNET/PHONE SERVICE		313518	
	0010-801-6001-32050	28.53	INTERNET/PHONE SERVICE		313518	
	0169-801-2201-32050	28.53	INTERNET/PHONE SERVICE		313518	
	0010-801-3112-32050	1,467.91	INTERNET/PHONE SERVICE		313518	
	0010-801-3201-32050	285.22	INTERNET/PHONE SERVICE		313518	
	0010-801-3230-32050	1,092.91	INTERNET/PHONE SERVICE		313518	
	0092-801-4220-32050	18.48	INTERNET/PHONE SERVICE		313518	
	0010-801-1404-32050	25.87	INTERNET/PHONE SERVICE		313518	
	0010-801-1408-32050	333.08	INTERNET/PHONE SERVICE		313518	
	0010-801-3112-32050	2,163.14	INTERNET/PHONE SERVICE		313518	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0010-801-3113-32050	17.76	INTERNET/PHONE SERVICE		313518	
	0010-801-3201-32050	602.67	INTERNET/PHONE SERVICE		313518	
	0010-801-4209-32050	279.07	INTERNET/PHONE SERVICE		313518	
	0010-801-6001-32050	40.82	INTERNET/PHONE SERVICE		313518	
	0010-801-6502-32050	131.90	INTERNET/PHONE SERVICE		313518	
	0022-801-4206-32050	430.05	INTERNET/PHONE SERVICE		313518	
	0043-801-1404-32050	5.98	INTERNET/PHONE SERVICE		313518	
	0092-801-1404-32050	7.25	INTERNET/PHONE SERVICE		313518	
	0092-801-4222-32050	444.98	INTERNET/PHONE SERVICE		313518	
	0109-801-6511-32050	69.34	INTERNET/PHONE SERVICE		313518	
	0169-801-2201-32050	22.14	INTERNET/PHONE SERVICE		313518	
	0010-801-1404-32050	591.64	INTERNET/PHONE SERVICE		313518	
	0043-801-1404-32050	435.95	INTERNET/PHONE SERVICE		313518	
	0092-801-1404-32050	529.36	INTERNET/PHONE SERVICE		313518	
						9,566.11
BANKCARD CENTER	0010-801-1101-39400	36.33	02/17 STMT-REFRESHMENTS		313519	
	0010-801-1201-21350	31.32	02/17 STMT-LAMINATION		313519	
	0010-801-1201-39400	657.80	02/17 STMT-LCC MEETING		313519	
	0010-801-1301-31750	51.31	02/17 STMT-OUTREACH SUPPLIES		313519	
	0010-801-1301-39400	235.00	02/17 STMT-TRAINING		313519	
	0010-801-1403-22750	89.42	02/17 STMT-COMPUTER SUPPLIES		313519	
	0010-801-1403-39350	199.00	02/17 STMT-TRAINING		313519	
	0010-801-1403-39400	917.18	02/17 STMT-TRAINING		313519	
	0010-801-1704-33200	815.61	02/17 STMT-ICSC CONFERENCE		313519	
	0010-801-1704-39300	50.00	02/17 STMT-MEMBERSHIP		313519	
	0010-801-1801-34100	100.00	02/17 STMT-JOB POSTING		313519	
	0010-801-1801-39550	280.73	02/17 STMT-SUPPLIES		313519	
	0010-801-1802-39400	123.97	02/17 STMT-SUPPLIES		313519	
	0010-801-3101-22650	10.00	02/17 STMT-SUBSCRIPTION		313519	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BANKCARD CENTER	0010-801-3101-22670	2,024.28	02/17 STMT-VOLUNTEER BANQUET		313519	
	0010-801-3201-33200	700.00	02/17 STMT-TRAINING		313519	
	0010-801-3210-22670	165.74	02/17 STMT-SUPPLIES		313519	
	0010-801-3210-22750	239.83	02/17 STMT-REFRESHMENTS		313519	
	0010-801-3220-39400	1,128.24	02/17 STMT-EMS CONFERENCE		313519	
	0010-801-6001-21350	46.75	02/17 STMT-OFFICE SUPPLIES		313519	
	0010-801-6001-22150	49.51	02/17 STMT-SUPPLIES		313519	
	0042-801-4204-39400	575.00	02/17 STMT-TRAINING		313519	
	0060-801-3210-38400	282.93	02/17 STMT-FUEL		313519	
	0075-450-0075-08325	828.45	02/17 STMT-POSTAGE (TRUST)		313519	
	0075-450-0075-08640	274.59	02/17 STMT-MPKTV (TRUST)		313519	
	0092-801-1403-39400	552.40	02/17 STMT-TRAINING		313519	
	0092-801-4221-24150	29.99	02/17 STMT-SUBSCRIPTION		313519	
	0136-801-3101-33250	4,164.72	02/17 STMT-POST TRAINING		313519	
	0160-801-3101-39400	795.00	02/17 STMT-MEMBERSHIP		313519	
	0445-801-6005-21350	370.91	02/17 STMT-SUPPLIES		313519	
						15,826.01
KATALINA BELTRAN	0159-801-6507-31920	3,588.75	INSTRUCTOR-RECREATION CLASS		313485	
						3,588.75
CALIFORNIA ASSOCIATION OF	0065-464	564.00	LTD FIREFIGHTERS		313520	
						564.00
CHARTER COMMUNICATIONS	0010-801-3210-32050	20.00	INTERNET/CABLE SERVICE		313486	
	0010-801-3210-32050	89.98	INTERNET/CABLE SERVICE		313486	
	0010-801-3230-32050	130.00	INTERNET/CABLE SERVICE		313486	
						239.98
	0010-801-6502-32050	227.68	INTERNET/CABLE SERVICE		313487	
						227.68
	0010-801-3201-32050	592.27	INTERNET/CABLE SERVICE		313521	
	0092-801-4222-32050	106.21	INTERNET/CABLE SERVICE		313521	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CHARTER COMMUNICATIONS	0010-801-6502-32050	162.36	INTERNET/CABLE SERVICE		313521	
	0010-801-6502-32050	162.36	INTERNET/CABLE SERVICE		313521	1,023.20
GUILLERMO J. CHAVEZ	0010-801-6502-31950	225.67	CPRS REIMBURSEMENT		313488	225.67
	0092-801-6508-31990	98.40	MAYORAL INSTALLATION		313522	
	0092-801-6508-31990	190.15	MAYORAL INSTALLATION		313522	288.55
CITY OF MONTEREY PARK	0092-450-0092-09000	2,974.00	REFUND-WATER DEPOSIT		313523	
	0092-701-0092-07510	2,246.50-	WATER USAGE		313523	
	0092-701-0092-07510	779.64	REFUND-WATER PAYMENT		313523	1,507.14
COMMERCIAL AQUATIC SERVICES, INC	0010-801-5004-91738	14,699.09	POOL LANE LINES	17-0347	313489	14,699.09
CPRS	0010-801-6502-31950	15.00	TRAINING		313524	15.00
CSULB FOUNDATION -	0136-801-3101-33250	271.00	POST TRAINING		313490	271.00
DIVERSIFIED RISK INSURANCE	0075-450-0075-08350	474.22	SPECIAL EVENT INSURANCE (TRUST)		313491	
	0159-801-6507-31930	4.85	SPECIAL EVENT INSURANCE		313491	479.07
GABRIEL ESCARSEGA	0136-801-3101-33250	150.00	POST TRAINING		313492	150.00
	0136-801-3101-33250	500.00	POST TRAINING		313493	500.00
	0136-801-3101-33250	589.71	POST TRAINING		313525	589.71
WILLIAM ESTRADA	0071-801-3111-39400	200.00	POLICE TRAINING		313494	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						200.00
WILLIAM ESTRADA	0071-801-3111-39400	182.39	POLICE TRAINING		313495	182.39
GONZALO GABRIEL	0136-801-3101-33250	500.00	POST TRAINING		313496	500.00
GOLDEN STAR TECHNOLOGY INC/DBA: GST	0075-450-0075-08640	43,081.35	AUDIO VISUAL EQUIPMENT (TRUST)	17-0309	313497	43,081.35
IZZY FLORES JR.	0136-801-3101-33250	250.00	POST TRAINING		313526	250.00
LEWIS ENGRAVING INC	0010-801-3101-22670	357.79	VOLUNTEER AWARDS		313498	357.79
BENJAMIN LIU	0092-701-0092-07510	1,217.00	REFUND WATER		313527	1,217.00
MONTEREY PARK PETTY CASH	0010-801-3120-39700	97.84	PETTY CASH-SUPPLIES		313499	
	0092-801-4222-31950	27.55	PETTY CASH-MILEAGE		313499	
	0010-801-3210-22750	12.38	PETTY CASH-HARDWARE		313499	
	0010-801-3210-22750	15.87	PETTY CASH-REFRESHMENTS		313499	
	0010-801-6506-22550	99.23	PETTY CASH-SUPPLIES		313499	
	0010-801-3210-22670	8.00	PETTY CASH-SUPPLIES		313499	
	0010-801-3210-22670	63.16	PETTY CASH-REFRESHMENTS		313499	
	0010-801-3120-22750	45.60	PETTY CASH-SUPPLIES		313499	369.63
	0010-801-1101-39400	66.02	PETTY CASH-REFRESHMENTS		313528	
	0010-801-1201-39400	14.97	PETTY CASH-REFRESHMENTS		313528	
	0092-801-6508-31990	199.77	PETTY CASH-MAYORAL EVENT		313528	
	0092-801-4220-31950	129.00	PETTY CASH-PERMIT		313528	
	0092-801-4221-23900	97.85	PETTY CASH-SUPPLIES		313528	
	0092-801-4221-23900	68.84	PETTY CASH-SUPPLIES		313528	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MONTEREY PARK PETTY CASH	0092-801-4221-23900	79.50	PETTY CASH-SUPPLIES		313528	
	0092-801-4222-31950	15.75	PETTY CASH-REFRESHMENTS		313528	
	0092-801-4222-31950	33.11	PETTY CASH-REFRESHMENTS		313528	
	0092-801-1406-24100	51.63	PETTY CASH-SUPPLIES		313528	756.44
RICKY MUNDER	0010-801-3104-31950	352.82	POLICE TRAINING		313500	352.82
ORLANDO MURO	0010-801-6502-31950	163.84	CPRS REIMBURSEMENT		313501	
	0010-801-1801-39400	612.24	CPRS REIMBURSEMENT		313501	776.08
MV CHENG & ASSOCIATES INC.	0010-850-1403-31950	4,225.00	TEMPORARY STAFFING SERVICES		313529	4,225.00
JEREMY ORATE	0136-801-3101-33250	18.00	POST TRAINING		313502	18.00
PACIFIC TELEMAGEMENT SERVICES	0010-801-6502-32050	228.00	PHONE SERVICE		313503	228.00
PETER PALOMINO	0136-801-3101-33250	250.00	POST TRAINING		313530	250.00
PARTYLINE EVENTS	0092-801-6508-39860	754.77	MAYOR INSTALLATION RENTAL	17-0273	313504	754.77
THE PHONE GUY	0010-801-3210-32050	435.39	VOICE/DATA CABLING		313505	435.39
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-32200	0.46	POSTAGE		313531	
	0010-801-1403-32200	65.93	POSTAGE		313531	
	0010-801-1406-32200	347.68	POSTAGE		313531	
	0010-801-1407-32200	11.50	POSTAGE		313531	
	0010-801-1701-32200	9.03	POSTAGE		313531	
	0010-801-1702-32200	88.83	POSTAGE		313531	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0010-801-1703-32200	7.20	POSTAGE		313531	
	0010-801-1801-32200	11.15	POSTAGE		313531	
	0010-801-1802-32200	2.95	POSTAGE		313531	
	0010-801-3101-32200	19.10	POSTAGE		313531	
	0010-801-3102-32200	36.07	POSTAGE		313531	
	0010-801-3104-32200	10.45	POSTAGE		313531	
	0010-801-3113-32200	3.57	POSTAGE		313531	
	0010-801-3114-32200	66.99	POSTAGE		313531	
	0010-801-3120-32200	105.34	POSTAGE		313531	
	0010-801-3201-32200	8.46	POSTAGE		313531	
	0010-801-3205-32200	52.10	POSTAGE		313531	
	0010-801-3210-32200	1.65	POSTAGE		313531	
	0010-801-3220-32200	9.29	POSTAGE		313531	
	0010-801-4209-32200	0.46	POSTAGE		313531	
	0010-801-6001-32200	23.72	POSTAGE		313531	
	0010-801-6502-32200	10.98	POSTAGE		313531	
	0043-801-4212-32200	12.32	POSTAGE		313531	
	0075-450-0075-09230	99.75	POSTAGE-TRUST		313531	
	0092-801-4220-32200	14.95	POSTAGE		313531	
						1,019.93
EVERARDO ROMO	0136-801-3101-33250	250.00	POST TRAINING		313532	250.00
SAN BERNARDINO COUNTY SHERIFFS	0136-801-3101-33250	150.00-	VOID CHCEK		312917	150.00-
	0136-801-3101-33250	150.00	POST TRAINING		313506	150.00
SPRINT CORPORATION	0010-801-3115-38400	1,391.65	MOBILE DATA SERVICE	17-0126	313507	1,391.65
THE STANDARD INSURANCE CO.	0065-464	528.06	EXECUTIVE PREMIUM		313508	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						528.06
CODAY STEVEN	0010-801-3104-38400	32.28	PETTY CASH-SUPPLIES		313509	
	0010-801-3102-32200	23.75	PETTY CASH-POSTAGE		313509	
	0010-801-3102-24100	54.38	PETTY CASH-SUPPLIES		313509	
	0010-801-3113-38400	38.07	PETTY CASH-SUPPLIES		313509	
	0010-801-3101-22670	100.00	PETTY CASH-SUPPLIES		313509	
	0010-801-3104-38400	51.94	PETTY CASH-SUPPLIES		313509	
	0010-801-3102-21200	8.38	PETTY CASH-SUPPLIES		313509	
	0010-801-3101-22750	21.80	PETTY CASH-SUPPLIES		313509	
	0060-801-4211-22250	40.00	PETTY CASH-GAS		313509	
	0060-801-4211-22250	16.01	PETTY CASH-GAS		313509	
	0010-801-3104-22750	10.00	PETTY CASH-TRAINING		313509	
						396.61
SUCCESS PRINTING & SIGN INC.	0010-801-6502-39250	305.20	RECREATION RECEIPTS		313510	
	0092-801-6509-31880	3,423.40	CASCADES PRINTING	17-0307	313510	
						3,728.60
THE GAS COMPANY (DBA)	0010-801-3114-36200	748.53	GAS SERVICES		313533	
	0060-801-4211-22250	4,328.76	GAS SERVICES		313533	
						5,077.29
UNITED PARCEL SERVICE	0010-801-1407-32200	193.50	DELIVERY SERVICES		313534	
	0010-801-3103-32200	46.56	DELIVERY SERVICES		313534	
	0010-801-3220-32200	80.04	DELIVERY SERVICES		313534	
	0010-801-3205-32200	297.46	DELIVERY SERVICES		313534	
						617.56
MARICELA VASQUEZ	0010-801-6506-22750	200.00	DAY CARE SUPPLIES		313511	
						200.00
VERIZON WIRELESS	0160-801-3104-39100	38.01	WIRELESS VOICE & DATA SERVICE		313512	
	0010-801-3115-38400	38.01	WIRELESS VOICE & DATA SERVICE		313512	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
VERIZON WIRELESS	0092-801-4222-32050	152.04	WIRELESS VOICE & DATA SERVICE		313512	
	0010-801-3115-38400	38.01	WIRELESS VOICE & DATA SERVICE		313512	266.07
	0022-801-4206-32050	11.21	WIRELESS VOICE & DATA SERVICE		313535	
	0010-801-4209-32050	13.40	WIRELESS VOICE & DATA SERVICE		313535	
	0010-801-4212-32050	5.98	WIRELESS VOICE & DATA SERVICE		313535	
	0092-801-4221-32050	16.31	WIRELESS VOICE & DATA SERVICE		313535	
	0092-801-4222-32050	0.98	WIRELESS VOICE & DATA SERVICE		313535	
	0092-801-4223-32050	14.76	WIRELESS VOICE & DATA SERVICE		313535	
	0010-801-6502-32050	0.22	WIRELESS VOICE & DATA SERVICE		313535	
	0010-801-6517-32050	3.22	WIRELESS VOICE & DATA SERVICE		313535	
	0010-801-1201-38400	38.01	WIRELESS VOICE & DATA SERVICE		313535	
	0022-801-4206-32050	65.23	WIRELESS VOICE & DATA SERVICE		313535	
	0010-801-4209-32050	10.60	WIRELESS VOICE & DATA SERVICE		313535	
	0010-801-4212-32050	11.48	WIRELESS VOICE & DATA SERVICE		313535	
	0092-801-4221-32050	22.91	WIRELESS VOICE & DATA SERVICE		313535	
	0092-801-4222-32050	0.44	WIRELESS VOICE & DATA SERVICE		313535	
	0092-801-4223-32050	579.88	WIRELESS VOICE & DATA SERVICE		313535	
	0010-801-6502-32050	0.22	WIRELESS VOICE & DATA SERVICE		313535	
	0010-801-6517-32050	10.21	WIRELESS VOICE & DATA SERVICE		313535	
	0010-801-1201-38400	38.01	WIRELESS VOICE & DATA SERVICE		313535	
	0010-801-1404-32050	560.22	WIRELESS VOICE & DATA SERVICE		313535	
	0010-801-3112-32050	1,089.28	WIRELESS VOICE & DATA SERVICE		313535	2,492.57
PAUL VILLALOBOS	0136-801-3101-33250	150.00	POST TRAINING		313513	150.00
JULIE MARIE VILLANUEVA	0010-801-6006-22450	30.51	PETTY CASH-SUPPLIES		313514	
	0010-801-6006-22450	5.19	PETTY CASH-SUPPLIES		313514	
	0010-801-6006-22450	5.97	PETTY CASH-SUPPLIES		313514	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
JULIE MARIE VILLANUEVA	0010-801-6006-22450	52.37	PETTY CASH-SUPPLIES		313514	
	0010-801-6006-22450	60.27	PETTY CASH-SUPPLIES		313514	
	0010-801-6006-22450	70.94	PETTY CASH-SUPPLIES		313514	
						225.25
	TOTAL FOR PREPAID WARRANTS					127,055.62
	PRINTED	127,055.62				
	E-PAYABLE	0.00				

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
A & J PORTABLE RESTROOM INC	0075-450-0075-08915	800.00	FARMERS MARKET RESTROOM-TRUST		313536	800.00
A-1 STEEL FENCE CO	0010-801-6517-31950	14,995.00	WATER-WELLS GATE	17-0395	576 *	14,995.00
ADVANCE PEST TERMITE CONTROL	0010-801-6507-31160	85.00	PEST CONTROL		313537	
	0010-801-6507-31160	52.00	PEST CONTROL		313537	
	0010-801-6507-31160	33.00	PEST CONTROL		313537	
	0010-801-6507-31160	42.00	PEST CONTROL		313537	
	0010-801-6507-31160	46.00	PEST CONTROL		313537	
	0010-801-6507-31160	58.00	PEST CONTROL		313537	316.00
AGENCIES TOOL CENTER	0060-801-4211-24100	940.09	FLEET-TOOLS/SUPPLIES	17-0039	577 *	940.09
ALLSTAR FIRE EQUIPMENT INC.	0010-801-3210-22750	302.77	FIRE SUPPLIES	17-0336	313538	302.77
ALPHACARD	0010-801-3201-21250	277.94	FIRE ID SUPPLIES		313539	277.94
AMERICAN RED CROSS	0010-801-6503-22300	70.00	AQUATIC CPR/AED TRAINING		313540	
	0010-801-6503-22300	420.00	AQUATIC CPR/AED TRAINING		313540	490.00
AMERICAN WATER WORKS ASSN/AWWA	0092-801-4220-39300	1,701.60	WATER MEMBERSHIP	17-0135	313541	
	0092-801-4223-39300	768.56	WATER MEMBERSHIP	17-0135	313541	
	0092-801-4221-39300	768.56	WATER MEMBERSHIP	17-0135	313541	
	0092-801-4222-39300	384.28	WATER MEMBERSHIP	17-0135	313541	
	0092-801-4220-39400	73.00	WATER TREATMENT SUPPLIES	17-0135	313541	3,696.00
ANELLE MANAGEMENT SERVICES, INC. DE	0060-801-4211-38400	287.50	FLEET REPAIR-UNIT 937		313542	
	0060-801-4211-38400	148.37	FLEET REPAIR-UNIT 937		313542	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						435.87
ARAMARK UNIFORM & CAREER APPAREL, I	0010-801-3210-39050	6.89	FIRE UNIFORM SERVICES		313543	
	0010-801-3210-39050	13.79	FIRE UNIFORM SERVICES		313543	
	0010-801-3210-39050	6.89	FIRE UNIFORM SERVICES		313543	
	0010-801-3210-39050	15.04	FIRE UNIFORM SERVICES		313543	
	0010-801-3210-39050	10.97	FIRE UNIFORM SERVICES		313543	
						53.58
ARC IMAGING RESOURCE - CALIFORNIA	0010-801-4212-37500	2,343.64	ENGINEERING PRINTER	17-0390	313544	
						2,343.64
ARROYO BACKGROUND INVESTIGATIONS	0010-801-3104-31950	315.00	BACKGROUND INVESTIGATIONS	17-0078	313545	
	0010-801-3104-31950	1,800.00	BACKGROUND INVESTIGATIONS	17-0078	313545	
	0010-801-3104-31950	900.00	BACKGROUND INVESTIGATIONS	17-0078	313545	
						3,015.00
ASTRO PLUMBING SUPPLY CO (DBA)	0010-801-6503-38200	517.49	PLUMBING SUPPLIES		578 *	
						517.49
ATHENS SERVICES	0344-801-5002-99290	1,300.00	STREET SWEEPING SERVICES	17-0322	313546	
	0022-801-4205-41200	26,625.00	STREET SWEEPING SERVICES	17-0200	313546	
						27,925.00
	0043-801-4208-41200	419,929.79	REFUSE COLLECTION SERVICES		313547	
						419,929.79
AUTOZONE WEST, INC	0060-801-4211-23500	7.86	FLEET PARTS/SUPPLIES-UNIT 041	17-0298	579 *	
	0060-801-4211-23500	65.69	FLEET PARTS/SUPPLIES-UNIT 970	17-0298	579 *	
						73.55
B W GRAPHICS	0010-801-3120-39250	39.15	BUSINESS CARDS-P YNIGUEZ		313548	
	0010-801-3113-39250	39.15	BUSINESS CARDS-F DUKE		313548	
	0010-801-3113-39250	41.32	BUSINESS CARDS-K GORDON		313548	
	0010-801-3102-39250	39.15	BUSINESS CARDS-D ELLIOTT		313548	
	0010-801-3104-39400	39.15	BUSINESS CARDS-G GABRIEL		313548	

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B W GRAPHICS	0010-801-3104-38400	39.15	BUSINESS CARDS-G ESCARSEGA		313548	
	0010-801-3103-39250	36.97	BUSINESS CARDS-D SALAZAR		313548	
	0010-801-3103-39250	36.97	BUSINESS CARDS-P PALOMINO		313548	
	0010-801-6001-39250	47.85	BUSINESS CARDS-D BRADEN		313548	
	0010-801-6001-39250	34.80	BUSINESS CARDS-K OLIVAREZ		313548	
	0010-801-6001-39250	34.80	BUSINESS CARDS-J GARCIA		313548	
	0010-801-3120-39250	41.32	BUSINESS CARDS-V DELGADO		313548	
	0010-801-1701-39250	50.05	BUSINESS CARDS-I LAM		313548	
	0060-250-8701-21250	859.13	EMPLOYEE FORMS		313548	
	0092-801-4221-23700	450.23	EMPLOYEE FORMS		313548	
						1,829.19
BSN SPORTS (DBA)	0159-801-6507-31970	1,369.15	RECREATION SUPPLIES		313549	
						1,369.15
BURRO CANYON SHOOTING PARK DBA	0010-801-3103-22720	20.00	POLICE RANGE FEES		313550	
						20.00
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	31.42	WATER SERVICE		313551	
	0092-801-4222-36300	238.17	WATER SERVICE		313551	
	0092-801-4222-36300	15.57	WATER SERVICE		313551	
	0092-801-4222-36300	92.60	WATER SERVICE		313551	
						377.76
CALOX, INC	0010-801-3220-24200	29.75	FIRE MEDICAL SUPPLIES		313552	
	0010-801-3220-24200	21.25	FIRE MEDICAL SUPPLIES		313552	
						51.00
CANON FINANCIAL SERVICES, INC.	0092-801-4222-32050	651.27	COPIER MACHINE RENTAL		313553	
						651.27
CARL WARREN & COMPANY	0062-801-5101-35600	375.00	LIABILITY CLAIMS-PROJECT RES		313554	
	0062-801-5101-35600	750.00	LIABILITY CLAIMS-M RAMOS		313554	
	0062-801-5101-35600	375.00	LIABILITY CLAIMS-AT&T		313554	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,500.00
DAVID CASTELLANO	0010-801-3102-31950	552.90	POLICE TRAINING		313555	552.90
CHRISTINA BRAVO	0010-801-3210-39050	18.75	FIRE UNIFORM CLEANING		313556	18.75
CITY LASER SERVICE INC.	0010-801-1403-38400	342.68	PRINTER REPAIR		313557	342.68
CLINICAL LABORATORY OF	0092-801-4222-31950	508.00	WATER ANALYSIS	17-0386	580 *	
	0092-801-4222-31950	468.00	WATER ANALYSIS	17-0386	580 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS	17-0386	580 *	
	0092-801-4222-31950	108.00	WATER ANALYSIS	17-0386	580 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS	17-0386	580 *	
	0092-801-4222-31950	192.00	WATER ANALYSIS	17-0386	580 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS	17-0386	580 *	
	0092-801-4222-31950	108.00	WATER ANALYSIS	17-0386	580 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS	17-0386	580 *	
	0092-801-4222-31950	108.00	WATER ANALYSIS	17-0386	580 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS	17-0386	580 *	
	0093-801-4226-31950	30.00	WATER ANALYSIS		580 *	
	0093-801-4226-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4226-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4226-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4226-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4226-31950	30.00	WATER ANALYSIS		580 *	
	0093-801-4226-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4226-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4226-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4226-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4226-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4226-31950	15.00	WATER ANALYSIS		580 *	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0093-801-4226-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4226-31950	30.00	WATER ANALYSIS		580 *	
	0093-801-4226-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	45.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	45.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	60.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4229-31950	60.00	WATER ANALYSIS	17-0386	580 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	580 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	580 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	580 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	580 *	
	0093-801-4229-31950	60.00	WATER ANALYSIS	17-0386	580 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	580 *	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	580 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4231-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4231-31950	15.00	WATER ANALYSIS		580 *	
	0093-801-4231-31950	15.00	WATER ANALYSIS		580 *	
	0092-801-4222-31950	976.00	WATER ANALYSIS	17-0386	580 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS	17-0386	580 *	
	0092-801-4222-31950	108.00	WATER ANALYSIS	17-0386	580 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS	17-0386	580 *	
	0092-801-4222-31950	192.00	WATER ANALYSIS	17-0386	580 *	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0092-801-4222-31950	15.00	WATER ANALYSIS	17-0386	580 *	
	0092-801-4222-31950	108.00	WATER ANALYSIS	17-0386	580 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS	17-0386	580 *	
						4,211.00
COBRA FIRE PROTECTION	0060-801-4211-38400	283.10	FIRE SYS/EXTINGUISHERS SERVICE		313558	
						283.10
COMPLETE LANDSCAPE CARE, INC.	0010-801-6516-31190	5,945.00	LANDSCAPE MAINTENANCE	17-0364	313559	
	0010-801-6516-31190	525.00	LANDSCAPE MAINTENANCE		313559	
						6,470.00
COMPUTER SERVICE COMPANY	0010-801-4212-31500	4,244.00	TRAFFIC SIGNAL MAINTENANCE	17-0367	313560	
	0010-801-4212-31500	4,244.00	TRAFFIC SIGNAL MAINTENANCE	17-0367	313560	
						8,488.00
CPS HUMAN RESOURCE SERVICES (DBA)	0010-801-1801-31950	908.60	RECRUITMENT SERVICES		313561	
						908.60
DAILY JOURNAL CORPORATION	0010-801-1301-31750	341.18	LEGAL NOTICE		313562	
	0010-801-1301-31750	175.00	LEGAL NOTICE		313562	
	0010-801-1301-31750	362.03	LEGAL NOTICE		313562	
	0010-801-1301-31750	175.00	LEGAL NOTICE		313562	
	0010-801-1301-31750	222.12	LEGAL NOTICE		313562	
	0010-801-1301-31750	111.77	LEGAL NOTICE		313562	
	0043-801-1301-34050	228.00	LEGAL NOTICE	17-0073	313562	
	0010-801-5004-96085	228.00	LEGAL NOTICE		313562	
						1,843.10
DATA WEST CORPORATION	0092-801-4222-38400	990.00	SYSTEM SUPPORT	17-0049	313563	
						990.00
DELL MARKETING LP	0092-801-4220-24150	90.84	COMPUTER/SUPPLIES	17-0369	313564	
	0092-801-4222-24150	300.00	COMPUTER/SUPPLIES	17-0369	313564	
	0092-801-4223-24150	1,000.00	COMPUTER/SUPPLIES	17-0369	313564	

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DELL MARKETING LP	0092-801-4220-24150	0.06	COMPUTER/SUPPLIES		313564	
	0010-801-4212-21200	149.32	COMPUTER/SUPPLIES		313564	1,540.22
DEPARTMENT OF JUSTICE	0010-701-0010-03710	1,008.00	FINGERPRINT PROCESSING		313565	
	0010-701-0010-03710	64.00	FINGERPRINT PROCESSING	17-0051	313565	
	0010-801-1801-39550	128.00	FINGERPRINT PROCESSING		313565	
	0010-701-0010-03710	876.00	FINGERPRINT PROCESSING		313565	2,076.00
DIVERSIFIED ALARM SERVICE	0010-801-3112-38400	135.00	MONITORING SERVICES		581 *	
	0010-801-3112-38400	135.00	MONITORING SERVICES		581 *	
	0010-801-3112-38400	135.00	MONITORING SERVICES		581 *	
	0010-801-6502-38400	135.00	MONITORING SERVICES		581 *	
	0010-801-6502-38400	285.00	MONITORING SERVICES		581 *	
	0010-801-6502-38400	255.00	MONITORING SERVICES		581 *	1,080.00
DUNN-EDWARDS CORPORATION	0010-801-4210-23100	231.65	PAINT SUPPLIES	17-0206	313566	231.65
EMPIRE CLEANING SUPPLY	0010-801-6517-22150	1,646.71	JANITORIAL SUPPLIES	17-0110	582 *	
	0010-801-6502-22150	810.89	JANITORIAL SUPPLIES		582 *	
	0010-801-6503-22150	317.04	JANITORIAL SUPPLIES		582 *	
	0010-801-6503-22150	153.49	JANITORIAL SUPPLIES		582 *	2,928.13
ENTENMANN-ROVIN COMPANY (DBA)	0010-801-3210-22310	1,356.78	BADGES		313567	
	0010-801-3210-22310	215.55	BADGES		313567	1,572.33
ENTERPRISE FM TRUST	0060-801-4211-37800	4,169.72	FLEET RENTAL	17-0365	313568	4,169.72
EUROFINS EATON ANALYTICAL, INC.	0093-801-4226-31950	2,415.00	WATER ANALYSIS	17-0358	313569	

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						2,415.00
EZEQUIEL LOPEZ VELASCO (DBA) EFFICJ	0010-801-3113-38250	2,326.88	JAIL JANITORIAL SERVICES	17-0372	313570	2,326.88
FEDERAL EXPRESS CORP.	0010-801-1704-32200	61.20	CARRIER SERVICES		313571	61.20
FILEKEEPERS, LLC	0010-801-1802-31950	192.00	STORAGE SERVICE		313572	192.00
FORD OF MONTEBELLO	0060-801-4211-23500	90.34	FLEET PARTS/REPAIR-UNIT 038		313573	
	0060-801-4211-23500	145.77	FLEET PARTS/REPAIR-UNIT 042		313573	
	0060-801-4211-23500	46.07	FLEET PARTS/REPAIR-UNIT 986		313573	
	0060-801-4211-38400	2,537.68	FLEET PARTS/REPAIR-UNIT 065	17-0404	313573	2,819.86
FRY'S ELECTRONICS, INC	0060-801-4211-24150	742.71	FLEET COMPUTER SUPPLIES	17-0029	313574	742.71
GALLADE CHEMICAL, INC.	0092-801-4222-23300	819.67	WATER CHEMICALS	17-0340	583 *	
	0092-801-4222-23300	587.51	WATER CHEMICALS	17-0340	583 *	1,407.18
GARVEY EQUIPMENT COMPANY	0010-801-6517-24100	55.00	PARKS SUPPLIES	17-0109	313575	
	0071-801-3210-38400	108.64	FIRE SUPPLIES	17-0261	313575	163.64
JONATHAN GIN	0010-801-3230-22750	125.87	REIMBURSE EOC SUPPLIES		313576	125.87
GRICELDA GOMEZ	0010-801-3210-39050	17.56	FIRE-UNIFORM CLEANING		313577	
	0010-801-3210-39050	5.79	FIRE-UNIFORM CLEANING		313577	
	0010-801-3210-39050	3.25	FIRE-UNIFORM CLEANING		313577	
	0010-801-3210-39050	3.25	FIRE-UNIFORM CLEANING		313577	
	0010-801-3210-39050	11.58	FIRE-UNIFORM CLEANING		313577	
	0010-801-3210-39050	14.57	FIRE-UNIFORM CLEANING		313577	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						56.00
GOUDY HONDA	0060-801-4211-23500	84.37	FLEET PARTS-UNIT 961	17-0027	313578	
						84.37
GOVCONNECTION INC.	0010-801-1703-24150	27.13	COMPUTER SUPPLIES		313579	
	0010-801-3103-22750	25.63	COMPUTER SUPPLIES		313579	
	0010-801-3103-22750	31.48	COMPUTER SUPPLIES		313579	
	0010-801-3115-38400	1,420.26	COMPUTER SUPPLIES		313579	
	0010-801-3115-38400	459.85	COMPUTER SUPPLIES		313579	
	0010-801-3103-22750	672.07	COMPUTER SUPPLIES		313579	
	0010-801-6502-21250	43.45	COMPUTER SUPPLIES		313579	
	0349-801-3201-39400	132.21	COMPUTER SUPPLIES		313579	
	0010-801-1404-22750	2,286.03	COMPUTER SUPPLIES		313579	
	0010-801-3101-38400	216.41	COMPUTER SUPPLIES		313579	
	0010-801-3101-38400	216.41	COMPUTER SUPPLIES		313579	
						5,530.93
GRAINGER	0110-801-4202-23600	2,035.27	STREET SUPPLIES	17-0229	313580	
						2,035.27
GRAND PRIX TIRE & AUTO CENTER	0060-801-4211-38400	60.00	FLEET TIRES ALIGNMENT-UNIT 042		313581	
						60.00
GRM INFORMATION MANAGEMENT	0010-801-1801-38400	36.17	DOCUMENT SYSTEM SERVICES	17-0067	313582	
	0010-801-1801-38400	114.51	DOCUMENT SYSTEM SERVICES	17-0067	313582	
	0010-801-1301-31950	769.00	DOCUMENT SYSTEM SERVICES	17-0068	313582	
	0010-801-1801-38400	231.00	DOCUMENT SYSTEM SERVICES	17-0046	313582	
						1,150.68
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	174.66	FLEET PARTS/SUPPLIES-UNIT 919	17-0284	313583	
						174.66
HANSON AGGREGATES	0110-801-4202-23600	536.35	ASPHALT	17-0237	584 *	
						536.35

* Indicates an E-Payable transaction

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HENSLEY LAW GROUP	0010-801-1601-31600	2,285.46	LEGAL-321 E NEWMARK (CIVIL)	17-0255	313584	
	0010-801-1601-31600	306.00	LEGAL-321 E NEWMARK (CRIMINAL)	17-0255	313584	
	0010-701-0010-06700	145.00	LEGAL-CC&R REVIEW	17-0255	313584	
	0010-801-1702-31600	666.00	LEGAL-CODE ENFORCEMENT	17-0255	313584	
	0010-801-1601-31600	348.00	LEGAL-MARKET PLACE	17-0255	313584	
	0010-801-1601-31600	841.00	LEGAL-FIRST TRANSIT	17-0255	313584	
	0010-801-1601-31600	2,790.50	LEGAL-GENERAL LITIGATION	17-0255	313584	
	0010-801-1601-31600	3,204.00	LEGAL-GOODVIEW	17-0255	313584	
	0010-801-1601-31600	6,612.00	LEGAL-KING'S INN	17-0255	313584	
	0010-801-1601-31600	20,000.00	LEGAL-GENERAL SERVICES	17-0254	313584	37,197.96
HECTOR HERNANDEZ	0010-801-1801-39400	2,000.00	TUITION REIMBURSEMENT		313585	2,000.00
HOLLIDAY ROCK CO INC	0110-801-4202-23600	567.67	STREET-REPAIR SUPPLIES		313586	
	0110-801-4202-23600	752.17	STREET-REPAIR SUPPLIES		313586	1,319.84
HOME DEPOT CREDIT SERVICES	0092-801-4222-23400	59.75	HARDWARE SUPPLIES	17-0141	313587	
	0010-801-6517-22400	34.37	HARDWARE SUPPLIES	17-0108	313587	
	0010-801-6517-22400	34.67	HARDWARE SUPPLIES	17-0108	313587	128.79
INFOSEND, INC.	0092-801-4221-32200	2,973.51	BILLING SERVICES	17-0412	313588	
	0092-801-4221-32200	1,409.97	BILLING SERVICES	17-0412	313588	
	0092-801-4221-32200	4,393.64	BILLING SERVICES	17-0412	313588	8,777.12
INTERSTATE BATTERY SYSTEMS OF	0092-801-4222-23400	37.04	POLICE SUPPLIES		313589	37.04
IRON MOUNTAIN OFF-SITE DATA	0010-850-1403-31700	297.75	COMPUTER DATA STORAGE		313590	297.75

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
J.R. FILANC CONSTRUCTION COMPANY, J	0093-801-4224-82259	154,850.00	GROUNDWATER TREATMENT SYSTEM	17-0366	313591	154,850.00
JAIME YAMASHITA (DBA) J.M. YAMASHITA	0176-850-5002-91590	1,200.00	GARVEY DEMONSTRATION GARDEN	16-0466	313592	1,200.00
JCL BARRICADE COMPANY	0022-801-4206-23100	660.66	STREET SIGNS/SUPPLIES	17-0227	313593	660.66
JHM SUPPLY INC	0010-801-6517-23300	18.47	PARKS SUPPLIES	17-0112	313594	90.67
	0010-801-6517-23300	72.20	PARKS SUPPLIES	17-0112	313594	
JIM'S AUTOMOTIVE SERVICE	0060-801-4211-38400	197.50	FLEET SMOG CHECK-UNIT 919	17-0023	313595	197.50
JOHN AU'S BODY SHOP	0060-801-4211-38450	153.00	FLEET REPAIR-UNIT 075	17-0022	313596	277.35
	0060-801-4211-38400	124.35	FLEET REPAIR-UNIT 007	17-0022	313596	
JSE EMERGENCY MEDICAL GROUP, INC	0010-801-3220-39400	833.00	MEDICAL DIRECTOR SERVICES	17-0317	313597	1,666.00
	0010-801-3220-39400	833.00	MEDICAL DIRECTOR SERVICES	17-0317	313597	
RICHARD KAGEYAMA	0159-801-6507-31930	44.60	INSTRUCTOR-RECREATION CLASS		313598	44.60
KOVATCH MOBILE EQUIPMENT	0060-801-3210-38400	344.10	FIRE ENGINE REPAIR	17-0319	313599	344.10
SANDY KRAUSE	0010-701-0010-07050	180.00	REFUND PICNIC RESERVATION		313600	180.00
L.A.U.S.D. PERSONNEL	0010-801-1801-39400	90.00	BILINGUAL TESTING SERVICES		313601	90.00
LINCOLN EQUIPMENT INC.	0010-801-6503-23050	208.80	POOL CHEMICAL/SUPPLIES	17-0323	313602	
	0010-801-6503-23050	352.65	POOL CHEMICAL/SUPPLIES	17-0323	313602	
	0010-801-6503-23050	208.80	POOL CHEMICAL/SUPPLIES	17-0323	313602	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LINCOLN EQUIPMENT INC.	0010-801-6503-23050	153.12	POOL CHEMICAL/SUPPLIES	17-0323	313602	923.37
LONG BEACH BMW MOTORCYCLES (DBA)	0060-801-4211-38450	1,963.73	FLEET PARTS/REPAIR-UNIT 002		585 *	
	0060-801-4211-23500	151.15	FLEET PARTS/REPAIR-UNIT 002		585 *	
	0060-801-4211-23500	145.19-	FLEET PARTS/REPAIR-CREDIT		585 *	
	0060-801-4211-38400	2,588.79	FLEET PARTS/REPAIR-UNIT 096	17-0020	585 *	
	0060-801-4211-23500	1,353.01	FLEET PARTS/REPAIR-UNIT 096	17-0020	585 *	5,911.49
LOOMIS ARMORED US, INC.	0010-701-0010-03700	508.28	ARMORED CARRIER SERVICE		313603	508.28
LOS ANGELES COUNTY DEPT. OF	0010-801-6517-41100	2,008.41	TRAFFIC SIGNALS MAINTENANCE	17-0252	313604	2,008.41
LOS ANGELES COUNTY FIRE DEPT.	0060-801-3210-38400	596.32	FIRE TRUCK REPAIR	17-0320	313605	596.32
LOS ANGELES TIMES	0010-801-3113-39350	64.00	SUBSCRIPTION		313606	64.00
OILDA GABRIELA MADRAZO	0010-801-1801-39400	2,115.84	TUITION REIMBURSEMENT		313607	2,115.84
MAGIC TOUCH CARWASH, INC	0060-801-4211-38400	660.00	CAR WASHES		313608	
	0060-801-4211-38400	760.00	CAR WASHES		313608	1,420.00
MAK FIRE PROTECTION ENGINEERING & C	0010-701-0010-06330	1,250.68	FIRE PLAN CHECK	17-0080	313609	1,250.68
MATTHEW GEIGER (DBA) FSP DESIGNS	0010-801-6503-22300	198.00	RECREATION UNIFORMS		313610	
	0010-801-6502-22310	565.50	RECREATION UNIFORMS		313610	763.50
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23400	180.61	WATER SUPPLIES	17-0169	313611	
	0092-801-4222-23400	72.62	WATER SUPPLIES	17-0169	313611	

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MCMASTER-CARR SUPPLY CO.	0092-801-4222-23400	169.71	WATER SUPPLIES	17-0169	313611	
	0092-801-4222-23400	68.48	WATER SUPPLIES	17-0169	313611	
	0092-801-4222-23400	59.02	WATER SUPPLIES	17-0169	313611	
	0092-801-4222-23400	24.08	WATER SUPPLIES	17-0169	313611	574.52
MCNEILL SECURITY AND FIRE SYSTEMS	0092-801-4222-31950	1,031.69	ALARM SERVICES		313612	
	0092-801-4222-31950	644.81	ALARM SERVICES		313612	1,676.50
MICHAEL BAKER INTERNATIONAL, INC.	0010-801-5004-96081	38,740.45	GARFIELD TRANSIT VILLAGE SVCS	17-0315	313613	38,740.45
MIKE'S MUFFLER	0060-801-4211-38400	347.20	FLEET REPAIR-UNIT 845		313614	347.20
MISSION SUPER HARDWARE	0010-801-3210-24100	28.25	HARDWARE SUPPLIES	17-0263	313615	
	0010-801-3210-22750	48.93	HARDWARE SUPPLIES-CREDIT	17-0263	313615	
	0010-801-3210-22750	21.74	HARDWARE SUPPLIES	17-0263	313615	
	0010-801-3210-22750	85.27	HARDWARE SUPPLIES	17-0263	313615	
	0010-801-3210-22750	9.10	HARDWARE SUPPLIES	17-0263	313615	95.43
MOBILE MINI LLC	0010-801-6508-39860	109.71	FARMER MARKET STORAGE		313616	
	0010-801-6508-39860	109.71	FARMER MARKET STORAGE		313616	219.42
MOBILE VISION IN CAR VIDEO	0010-801-3103-22750	59.75	POLICE CAMERA PARTS		313617	
	0010-801-3103-22750	59.75	POLICE CAMERA PARTS		313617	119.50
MR. ROOTER PLUMBING (DBA)	0042-801-4204-23700	1,800.00	PLUMBING SERVICES		313618	
	0010-801-4210-38100	1,701.00	PLUMBING SERVICES		313618	3,501.00
RICKY MUNDER	0010-801-1801-39400	2,000.00	TUITION REIMBURSEMENT		313619	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,000.00
MUNICIPAL AUDITING SERVICES LLC (DE	0010-701-0010-02010	320.78	BUSINESS LICENSE AUDITING SVCS		313620	
	0010-701-0010-02010	721.88	BUSINESS LICENSE AUDITING SVCS		313620	
						1,042.66
NAVARRO'S TOWING	0010-801-5004-91738	75.00	TOWING SERVICES		313621	
	0010-801-5004-91738	75.00	TOWING SERVICES		313621	
						150.00
THE NEW SINATRA UNIFORM CO. (DBA)	0010-801-3102-22300	56.00	POLICE UNIFORMS-D ELLIOT		313622	
						56.00
O'REILLY AUTO PARTS	0010-801-3210-22150	98.91	FIRE PARTS/SUPPLIES		313623	
						98.91
OFFICE DEPOT INC.	0092-801-4220-21350	27.18	OFFICE SUPPLIES	17-0174	313624	
	0092-801-4220-21350	36.08	OFFICE SUPPLIES	17-0174	313624	
	0092-801-4222-23700	351.25	OFFICE SUPPLIES	17-0174	313624	
	0092-801-4222-23700	95.07	OFFICE SUPPLIES	17-0174	313624	
	0010-801-3201-21250	69.88	OFFICE SUPPLIES	17-0199	313624	
	0010-801-3201-21250	17.39	OFFICE SUPPLIES	17-0199	313624	
	0010-801-3201-21250	78.69	OFFICE SUPPLIES	17-0199	313624	
	0010-801-3201-21250	61.82	OFFICE SUPPLIES	17-0199	313624	
	0010-801-6502-21250	116.42	OFFICE SUPPLIES		313624	
	0010-801-6502-21250	64.67	OFFICE SUPPLIES		313624	
	0010-801-6502-21250	7.38	OFFICE SUPPLIES		313624	
	0010-801-6502-21250	76.14	OFFICE SUPPLIES		313624	
	0043-801-4212-21250	195.57	OFFICE SUPPLIES		313624	
	0010-801-1201-21250	191.18	OFFICE SUPPLIES		313624	
	0010-801-1201-21250	26.71	OFFICE SUPPLIES		313624	
	0010-801-1704-21350	60.69	OFFICE SUPPLIES		313624	
	0010-801-1801-21350	33.36	OFFICE SUPPLIES		313624	
	0010-801-1801-21350	58.81	OFFICE SUPPLIES		313624	

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OFFICE DEPOT INC.	0010-801-1802-21350	54.55	OFFICE SUPPLIES		313624	1,622.84
OFFICE SOLUTIONS	0010-801-1702-21350	15.40	OFFICE SUPPLIES		586 *	
	0010-801-1403-22750	351.13-	OFFICE SUPPLIES-CREDIT	17-0278	586 *	
	0010-801-1403-22750	38.47-	OFFICE SUPPLIES-CREDIT	17-0278	586 *	
	0010-801-1403-22750	2.71	OFFICE SUPPLIES	17-0278	586 *	
	0010-801-1403-22750	108.73	OFFICE SUPPLIES	17-0278	586 *	
	0010-801-1403-22750	424.11	OFFICE SUPPLIES	17-0278	586 *	161.35
PACIFIC PRODUCTS & SERVICES LLC	0022-801-4206-23800	1,263.09	STREET TOOLS/SUPPLIES		313625	1,263.09
PITNEY BOWES GLOBAL FINANCIAL SERV	0092-801-1408-37200	1,217.31	MAIL MACHINES RENTAL	17-0055	313626	1,217.31
PREFERRED ALLIANCE INC	0010-801-1801-31900	90.02	DRIVER TESTING		313627	90.02
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22300	29.92	UNIFORMS		587 *	
	0060-801-4211-22300	60.84	UNIFORMS		587 *	
	0060-801-4211-22300	40.30	UNIFORMS		587 *	
	0060-801-4211-22300	29.78	UNIFORMS		587 *	
	0060-801-4211-22150	25.17	SHOP RAGS		587 *	
	0010-801-3210-22150	14.63	SHOP RAGS		587 *	
	0060-801-4211-22150	25.17	SHOP RAGS		587 *	
	0010-801-3210-22150	14.63	SHOP RAGS		587 *	
	0060-801-4211-22150	24.55	SHOP RAGS		587 *	
	0010-801-3210-22150	14.01	SHOP RAGS		587 *	
	0060-801-4211-22150	24.55	SHOP RAGS		587 *	
	0010-801-3210-22150	14.01	SHOP RAGS		587 *	317.56

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
QUILL CORPORATION	0010-801-3205-21250	168.72	OFFICE SUPPLIES		313628	168.72
MANUEL REYES	0159-801-6507-31940	1,820.00	INSTRUCTOR-RECREATION CLASS		313629	1,820.00
RKA CONSULTING GROUP	0010-801-5002-96093	30,272.00	POTRERO GRANDE BEAUTIFICATION	17-0407	313630	30,272.00
S C FUELS (DBA)	0060-801-4211-22250	10,215.00	FUEL	17-0349	313631	19,998.40
	0060-801-4211-22250	9,783.40	FUEL	17-0349	313631	
SAFETY KLEEN SYSTEM, INC.	0060-801-4211-37300	396.36	FLEET PARTS	17-0010	313632	396.36
NATHAN SAKAKIBARA	0092-701-0092-07520	617.67	REFUND WATER METER		313633	617.67
SAN GABRIEL NURSERY & FLORIST	0010-801-6517-22100	16.63	PARKS SUPPLIES	17-0090	313634	16.63
SAN GABRIEL VALLEY POLICE CHIEF'S	0010-801-3101-39300	250.00	POLICE MEMBERSHIP		313635	250.00
SAN GABRIEL VALLEY WATER CO.	0093-801-4233-22900	291.14	WATER SERVICES		313636	345.56
	0092-801-4222-36300	54.42	WATER SERVICES		313636	
SAN LUIS BUTANE DISTRIBUTORS, INC	0060-801-4211-22250	35.30	PROPANE	17-0036	313637	62.12
	0060-801-4211-22250	26.82	PROPANE	17-0036	313637	
TEMMIE SILVER	0075-450-0075-09010	300.00	REFUND CHERRY BLOSSOM (TRUST)		313638	300.00
SNAP-ON INDUSTRIAL, A DIVISION OF	0060-801-4211-38400	365.20	FLEET TOOLS/SUPPLIES	17-0116	588 *	365.20
SUPREME TROPHIES & GIFTS CO.	0010-801-1703-21200	35.89	AWARD/PLAQUES/STAMP		313639	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						35.89
TANK SPECIALISTS OF CALIFORNIA	0060-801-4211-31950	1,958.54	GAS PUMP REPAIR		313640	
	0060-801-4211-31950	506.30	GAS PUMP REPAIR		313640	
						2,464.84
THE CHRYSALIS CENTER	0077-801-1111-31950	5,133.24	BID MAINTENANCE	17-0283	313641	
						5,133.24
TITO AUTO TRIM (DBA)	0060-801-4211-38400	490.00	FLEET REPAIR-UNIT 961	17-0007	313642	
						490.00
TOM'S CLOTHING & UNIFORMS INC	0010-801-3104-22310	34.25	UNIFORMS-B CUEVAS	17-0087	313643	
	0010-801-3104-22310	17.62	UNIFORMS-B HAN	17-0087	313643	
	0010-801-3111-22310	200.00	UNIFORMS-W ESTRADA	17-0087	313643	
	0010-801-3102-22310	107.67	UNIFORMS-R BARERA	17-0087	313643	
	0010-801-3101-22320	38.17	UNIFORMS-F ACOSTA	17-0087	313643	
	0071-801-3120-22310	160.51	UNIFORMS-D SALAZAR	17-0087	313643	
	0010-801-1702-22310	70.00	UNIFORMS-E VARGAS		313643	
	0010-801-3210-22320	38.06	UNIFORMS-J GONZALEZ	17-0128	313643	
	0010-801-3103-22310	176.17	UNIFORMS-V BALTIERRA	17-0087	313643	
	0010-801-3103-22310	37.20	UNIFORMS-R ESQUIBEL	17-0087	313643	
	0010-801-3103-22310	107.67	UNIFORMS-B HUNG	17-0087	313643	
	0010-801-3103-22310	191.83	UNIFORMS-O NUNEZ	17-0087	313643	
	0010-801-3103-22310	239.80	UNIFORMS-V VASQUEZ	17-0087	313643	
	0010-801-3210-22310	73.95	UNIFORMS-J CARTER	17-0129	313643	
	0071-801-3120-22310	176.17	UNIFORMS-G SIMS	17-0087	313643	
	0010-801-3112-22310	429.18	UNIFORMS-K NOPPERT	17-0087	313643	
	0010-801-3103-22310	64.79	UNIFORMS-A CARRILLO	17-0087	313643	
	0010-801-3103-22310	170.31	UNIFORMS-R COTA	17-0087	313643	
	0010-801-3103-22310	45.03	UNIFORMS-T WISNIEWSKI	17-0087	313643	
	0010-801-3103-22310	127.24	UNIFORMS-V DELGADO	17-0087	313643	
	0010-801-3103-22310	166.39	UNIFORMS-T WISNIEWSKI	17-0087	313643	

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TOM'S CLOTHING & UNIFORMS INC	0010-801-6517-22310	99.51	UNIFORMS-T FLORES	17-0106	313643	
	0010-801-6517-22310	30.15	UNIFORMS-J TIEN	17-0106	313643	
	0010-801-6516-22310	7.91	UNIFORMS-J TIEN	17-0106	313643	2,809.58
LAURA R. TORRES-HOAGLAND	0159-801-6507-31930	66.30	INSTRUCTOR-RECREATION CLASS		313644	66.30
TRINITY DIVERSIFIED INC.	0022-801-4206-23100	298.05	STREET SUPPLIES		313645	298.05
ULLOA AUTOMATIC TRANSMISSION	0060-801-4211-38400	2,301.79	FLEET REPAIR-UNIT 044		313646	2,301.79
TONY URICH	0010-801-1801-39400	650.16	TUITION REIMBURSEMENT		313647	650.16
VCA CODE GROUP	0010-701-0010-06100	190.00	PLAN CHECK SERVICE	17-0277	313648	
	0010-701-0010-06100	45,000.00	PLAN CHECK SERVICE	17-0410	313648	45,190.00
VETERINARY HEALTHCARE CENTER	0010-801-3111-31550	50.00	K-9 SUPPLIES/SERVICE		313649	
	0010-801-3111-31550	25.00	K-9 SUPPLIES/SERVICE		313649	
	0010-801-3111-31550	25.00	K-9 SUPPLIES/SERVICE		313649	
	0010-801-3111-31550	75.00	K-9 SUPPLIES/SERVICE		313649	
	0010-801-3111-31550	25.00	K-9 SUPPLIES/SERVICE		313649	
	0010-801-3111-31550	25.00	K-9 SUPPLIES/SERVICE		313649	
	0010-801-3111-31550	25.00	K-9 SUPPLIES/SERVICE		313649	250.00
VULCAN MATERIAL CO	0110-801-4202-23600	1,678.03	ASPHALT		313650	
	0110-801-4202-23600	156.60	ASPHALT		313650	1,834.63
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	23.56	FLEET PARTS/SUPPLIES-UNIT 017	17-0285	589 *	
	0060-801-4211-23500	2.09	FLEET PARTS/SUPPLIES-UNIT 919	17-0285	589 *	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	104.40	FLEET PARTS/SUPPLIES-UNIT 948	17-0285	589 *	
	0060-801-4211-23500	97.53	FLEET PARTS/SUPPLIES-UNIT 053	17-0285	589 *	
	0060-801-4211-23500	26.16-	FLEET PARTS/SUPPLIES-CREDIT	17-0285	589 *	
	0060-801-4211-23500	183.14	FLEET PARTS/SUPPLIES-UNIT 041	17-0285	589 *	
	0060-801-4211-23500	45.73	FLEET PARTS/SUPPLIES-UNIT 042	17-0285	589 *	
	0060-801-4211-23500	17.94	FLEET PARTS/SUPPLIES-UNIT 936	17-0285	589 *	
	0060-801-4211-23500	124.24	FLEET PARTS/SUPPLIES-UNIT 919	17-0285	589 *	
	0060-801-4211-23500	271.35	FLEET PARTS/SUPPLIES	17-0285	589 *	
	0060-801-4211-23500	45.27	FLEET PARTS/SUPPLIES-UNIT 845	17-0285	589 *	
	0060-801-4211-23500	381.71	FLEET PARTS/SUPPLIES-UNIT 961	17-0285	589 *	
	0060-801-4211-23500	227.14	FLEET PARTS/SUPPLIES-UNIT 961	17-0285	589 *	
	0060-801-4211-23500	135.94-	FLEET PARTS/SUPPLIES-CREDIT	17-0285	589 *	
	0060-801-4211-23500	13.05-	FLEET PARTS/SUPPLIES-CREDIT	17-0285	589 *	
	0060-801-4211-23500	3.86	FLEET PARTS/SUPPLIES-UNIT 053	17-0285	589 *	
	0060-801-4211-23500	32.63-	FLEET PARTS/SUPPLIES-CREDIT	17-0285	589 *	
						1,320.18
WEST COAST ARBORISTS, INC.	0092-801-4222-38500	4,320.00	TREE MAINTENANCE SERVICES	17-0363	313651	
	0093-801-4229-31950	3,640.00	TREE MAINTENANCE SERVICES	17-0363	313651	
						7,960.00
WESTCO SERVICE COMPANY	0010-801-4210-38150	2,264.00	AIR CONDITIONING REPAIR		313652	
						2,264.00
WHITE NELSON DIEHL EVANS LLP	0169-801-2201-31800	4,000.00	SINGLE AUDIT		313653	
						4,000.00
WHITTIER FERTILIZER CO.	0010-801-6517-22100	116.01	PARKS SUPPLIES	17-0107	590 *	
						116.01
WITTMAN ENTERPRISES	0010-801-3220-31400	6,312.00	AMBULANCE BILLING SVC.	17-0271	313654	
						6,312.00
WOLFF LANG CHRISTOPHER ARCHITECTS,	0071-850-5002-99728	5,880.00	FIRE STATION REMODELING	16-0680	313655	

* Indicates an E-Payable transaction

03/20/2017 11:41:21 AM

CITY OF MONTEREY PARK
 FINAL WARRANT REGISTER
 COUNCIL MEETING DATE 04/05/2017

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WOLFF LANG CHRISTOPHER ARCHITECTS,	0071-850-5002-99730	49,650.00	FIRE STATION REMODELING	16-0680	313655	55,530.00
THOMAS WONG	0159-801-6507-31930	61.60	INSTRUCTOR-RECREATION CLASS		313656	
	0159-801-6507-31930	107.90	INSTRUCTOR-RECREATION CLASS		313656	169.50
TOTAL FOR REGULAR WARRANTS						1,011,522.73
PRINTED		976,642.15				
E-PAYABLE		34,880.58				

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/05/2017

36

TOTAL FOR PREPAID WARRANTS	127,055.62
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	976,642.15
TOTAL FOR PRINTED E-PAYABLES	34,880.58
TOTAL WARRANTS	1,138,578.35
TOTAL VOID CHECKS	1
TOTAL PREPAID CHECKS	55
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	121
TOTAL E-PAYABLES PRINTED	15
TOTAL CHECKS ISSUED	191

CITY OF MONTEREY PARK
 FINAL WARRANT REGISTER
 COUNCIL MEETING DATE 04/05/2017
 FUND SUMMARY

37

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	51,606.84	241,375.58	292,982.42
0022	STATE GAS TAX FUND	506.49	28,846.80	29,353.29
0042	SEWER FUND	575.00	1,800.00	2,375.00
0043	REFUSE FUND	454.25	420,353.36	420,807.61
0060	CITY SHOP FUND	4,667.70	47,396.19	52,063.89
0062	GENERAL LIABILITY FUND	0.00	1,500.00	1,500.00
0065	PAYROLL CLEARING ACCOUNT	1,092.06	0.00	1,092.06
0071	PUBLIC SAFETY IMPACT FEE FUND	382.39	55,975.32	56,357.71
0075	SPECIAL DEPOSITS FUND	45,375.13	1,100.00	46,475.13
0077	BUSINESS IMPROVEMENT AREA #1	0.00	5,133.24	5,133.24
0092	WATER FUND	10,384.80	29,818.25	40,203.05
0093	WATER TREATMENT FUND	0.00	162,396.14	162,396.14
0109	OPA PROPOSITION A	69.34	0.00	69.34
0110	MEASURE R FUND	0.00	5,726.09	5,726.09
0136	POST	7,093.43	0.00	7,093.43
0159	RECREATION FUND	3,593.60	3,469.55	7,063.15
0160	ASSET FORFEITURE	833.01	0.00	833.01
0169	CDBG FUND	50.67	4,000.00	4,050.67
0176	MAINTENANCE DISTRICT 93-1	0.00	1,200.00	1,200.00
0344	MAINTENANCE GRANT (075)	0.00	1,300.00	1,300.00
0349	ELAC INSTRUCTIONAL SERV PROG	0.00	132.21	132.21
0445	LITERACY TRUST GRANT	370.91	0.00	370.91
TOTAL		127,055.62	1,011,522.73	1,138,578.35



City Council Staff Report

DATE: April 5, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-B.

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: City Council Minutes

RECOMMENDATION:

It is recommended that the City Council

- (1) Approve the minutes from the regular meeting of March 1, 2017 and the special meeting of March 1, 2017 and March 8, 2017; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

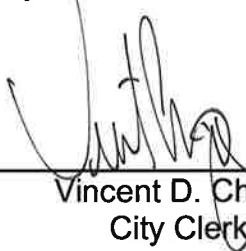
None.

FISCAL IMPACT:

None.

Respectfully submitted,

Prepared by:



Vincent D. Chang
City Clerk



Timothy Huynh
Minutes Clerk

Approved By:



Ron Bow
Interim City Manager

Attachments: March 1, 2017 regular meeting minutes
March 1, 2017 special meeting minutes
March 8, 2017 special meeting minutes

ATTACHMENT 1

Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
MARCH 1, 2017**

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, March 1, 2017 at 6:30 p.m.

CALL TO ORDER:

Vice Mayor Real Sebastian called the meeting to order at 6:30 p.m.

ROLL CALL:

Interim City Manager Bow called the roll:

Council Members Present: Peter Chan, Hans Liang, Teresa Real Sebastian

Council Members Absent: Mitchell Ing, Stephen Lam

Also Present: Interim City Manager Ron Bow, City Attorney Mark Hensley

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

Interim City Manager Bow reported that the government code for the closed session should be 54946.9(d)(1) and not "54956.9 (a)"

ORAL & WRITTEN COMMUNICATIONS

None.

NEW BUSINESS

None.

CLOSED SESSION - The City Council adjourned to Closed Session at 6:30 p.m.

1. CONFERENCE LEGAL COUNSEL, EXISTING LITIGATION – GOVERNMENT CODE § 54956.9 (a) – Number of Cases: one

Brian Stothers vs. City of Monterey Park

WCAB No: DDJ10005825

D.O.I. 3/23/15

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 6:37 p.m.

Action Taken: No reportable action taken during Closed Session.

Vincent D. Chang
City Clerk

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

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
MARCH 1, 2017**

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, March 1, 2017 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:

Vice Mayor Real Sebastian called the meeting to order at 7:00 p.m.

FLAG SALUTE:

The Monterey Park Fire Explorers led the flag salute.

ROLL CALL:

City Clerk Vincent Chang called the roll:

Council Members Present: Peter Chan, Hans Liang, Teresa Real Sebastian

Council Members Absent: Stephen Lam, Mitchell Ing

ALSO PRESENT: Interim City Manager Ron Bow, City Attorney Mark Hensley, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Human Resources Tom Cody, Director of Recreation & Community Services Dan Costley, Director of Community & Economic Development Michael Huntley, Controller Annie Yaung, Interim Public Works Director Tito Haes, Assistant City Engineer Rey Alfonso

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

Interim City Manager Bow reported that Item Nos. 6B, 6D, and 6F will be continued.

ORAL AND WRITTEN COMMUNICATIONS

- Sarkis Antonian, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Lee O. Norris, representative for the Monterey Park Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.
- Rogelio S. Carlos, a resident of Monterey Park, spoke regarding the lack of street parking.

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

- Randy Esparza, a representative for the Monterey Park Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.
- Matt Conolly, a representative for Equitable Vitrines, spoke regarding the temporary replacement of the Athena statue at Heritage Falls Park, Monterey Park.
- Robin Lopez, a representative for the Monterey Park Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.
- Gary Sims, a representative for the Monterey Park Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.
- David Barron, a resident of Monterey Park, announced that there will be a community election night at El Encanto where the election results will be broadcasted.
- Hector Vasquez, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Larry Sullivan, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Paul Perez, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Vincent Vasquez, a representative for the Monterey Park Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.
- Troy Grant, a representative for the Monterey Park Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.
- Brenda Iglesias, a representative for the Monterey Park Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.
- Chai Lee, a resident of Monterey Park, announced and thanked the City of Monterey Park for the new pool equipment.
- Allan Paul Shatkin, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.

- Izzy Flores, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.

1. PRESENTATIONS

1A. SAN GABRIEL VALLEY ENERGY WISE PARTNERSHIP'S 2016 ENERGY EFFICIENCY AWARD FOR NATURAL GAS SAVINGS

Helen Romero Shaw and Jeanie Kong from the Southern California Gas Company presented an award to the City of Monterey Park for their commitment to energy efficiency because of the pool heater projects.

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

NEW BUSINESS

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF MARCH 1, 2017

See Successor Agency minutes.

2B. SUCCESSOR AGENCY (SA) MINUTES

See Successor Agency minutes.

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

3. CITY OF MONTEREY PARK CONSENT CALENDAR

None.

4. PUBLIC HEARING

4A. ANNUAL WEED ABATEMENT PROTEST HEARING (PUBLIC HEARING)

The County of Los Angeles Department of Agriculture Commissioner and Weights and Measures has submitted to the City the annual Weed Abatement Declaration List and resolution declaring that weeds, brush, rubbish, refuse, and dirt maintained on certain private properties in the City, are a public nuisance. At the regular Council meeting on February 15, 2017, the Council adopted Resolution No.11896 approving the Weed Abatement Declaration List as posted by the County. By adopting the resolution, the Council declared its intention to provide for the abatement of said public nuisances. To complete the process, the Council must hold a protest hearing to allow parcel owners whose parcels are included on the Declaration List an opportunity to challenge their parcels inclusion on the Weed Abatement Declaration List.

Action Taken: The City Council (1) opened the public hearing at 8:16 p.m., received public comments, closed the public hearing at 8:56 p.m.; and (2) referred any complaints received from parcel owners to the L.A. County for follow-up and City staff will monitor the status of any complaints. Discussion only – no motion taken.

5. OLD BUSINESS

None.

6. NEW BUSINESS

6A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF MARCH 1, 2017

Disbursements will be made from the funds referenced in the Resolution in Warrants numbered 313126-313328 and e-Payables numbered 000548-000560.

Action Taken: The City Council approved payment of warrants and adopted Resolution No. 11899 allowing certain claims and demands per Warrant Register dated March 1, 2017 totaling \$1,964,884.57 and specifying the funds out of which the same are to be paid.

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

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

Resolution No. 11899, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED THE 1ST DAY OF MARCH 2017 TOTALING \$1,964,884.57 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

6B. CITY COUNCIL MINUTES

Approve the minutes from the regular meeting of February 1, 2017 and special meeting of February 1, 2017.

Recommendation: It is recommended that the City Council approve the minutes from the regular meeting of February 1, 2017 and the special meeting of February 1, 2017.

Action Taken: The City Council continued this item to the March 15, 2017 City Council Meeting.

6C. PURCHASE AND CONVERSION OF A 2016 BMW R1200 RTP POLICE MOTORCYCLE

The 2016-17 budget includes \$48,000.00 for the purchase of one police motorcycle for the Police Department. Department Staff determined the BMW R1200 RTP Police Motorcycle is the best police motorcycle that meets the Police Department's needs. As such, staff recommends the purchase of one 2016 BMW R1200 RTP Police Motorcycle.

Public Speaker:

- Michael Paisner, a resident of Monterey Park, asked staff why they intend to purchase a 2016 BMW R1200 RTP Police Motorcycle instead of a 2017 version.

Action Taken: The City Council (1) waived bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050 (5); and (2) authorized the Interim City Manager to execute a contract in a form approved by the City Attorney with Long Beach BMW for the purchase of a 2016 BMW R1200 RTP Police Motorcycle in the amount of \$27,066.33.

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

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

6D. ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SPIDR TECH, INC. FOR ENGAGE SOFTWARE

Law enforcement agencies have many responsibilities pertaining to protecting and serving their communities. One of those responsibilities involves engaging, involving and partnering with their communities. The SPIDR ENGAGE software is the first of its kind Community Relationship Management (CRM) platform for law enforcement. The software integrates with our current records management and dispatch systems (CAD/RMS) to leverage data to engage our residents.

The police department will use ENGAGE to send automatically generated reports to victims of crime, create and send targeted surveys and email and text community members.

Recommendation: It is recommended that the City Council (1) authorize the City Manager to execute a software agreement with SPIDR Tech, Inc., in the amount of \$109,780, in a form approved by the City Attorney; and (2) authorize the City Manager to approve change orders up to \$10,978 (up to 10% of agreement amount) for this project.

Action Taken: The City Council continued this item to a future City Council meeting.

6E. ADOPT A RESOLUTION AUTHORIZING ADVERTISEMENT OF THE GEORGE ELDER PARK POOL HEATER PROJECT

City staff has prepared bid specifications for the purchase and installation of 1 heater for George Elder Pool. Staff requests City Council authorization to advertise the project for bids.

Action Taken: The City Council adopted Resolution No. 11900 authorizing the advertisement of the George Elder Park Pool Heater Project.

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

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

Resolution No. 11900, entitled:

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE GEORGE ELDER PARK POOL HEATER PROJECT PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT

6F. REQUESTING APPROVAL FROM THE CITY COUNCIL TO ALLOW SERVING OF CHAMPAGNE AT THE MAYORAL INSTALLATION AT CITY HALL ON MARCH 14, 2017

Monterey Park Municipal Code 12.04.100 allows for the sale and consumption of alcohol at City Parks when a permit is approved by a majority vote of the City Council. The incoming Mayor is requesting permission from the City Council to have champagne on Tuesday, March 14, 2017. The consumption of champagne at this event will be symbolic in nature and celebratory to the installation of both the Mayor and Mayor Pro-Tem. However, staff will closely monitor the event to ensure no consumption of alcohol by underage attendees; everyone wishing to consume champagne may be required to provide proof of age. Additionally, the champagne must stay within the lobby area of City Hall and will not be available or allowed outside of City Hall. Steps will also be taken so that no one is over-served.

Recommendation: It is recommended the City Council approve a request from incoming Mayor Teresa Real Sebastian to allow for the serving of champagne as a part of the Mayoral Installation scheduled for March 14, 2017.

Action: The City Council did not hear this item.

RECESSED AND RECONVENED

The City Council recessed at 9:25 p.m. and reconvened with all council members present at 9:27 p.m.

6G. AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH KOA CORPORATION FOR AN ENGINEERING AND TRAFFIC SURVEY

In March 2016, the City Council awarded 3-year professional services agreements with four (4) general engineering firms to provide on-call services and assist staff with Capital Improvement Projects. Due to its expertise in traffic engineering and traffic studies, staff solicited a proposal from KOA Corporation to prepare an updated Engineering & Traffic Survey, also known as a "Speed Survey." Staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement in a form approved by the City Attorney with KOA Corporation.

Action Taken: The City Council (1) authorized the Interim City Manager, or designee, to execute a Professional Services Agreement (PSA), in a form approved by the City Attorney, with KOA Corporation, in the amount of \$30,000, to conduct a Citywide Engineering and Traffic Survey; (2) authorized the Interim Director of Public Works to approve change orders up to \$3,000 (up to 10% of PSA amount) for this project; (3) authorized an additional appropriation of \$5,020 from Engineering Account 0010-801-4212-31500 to cover the cost of the survey as amended to include residents comments and concerns through the city's GoMPK phone application and those comments be forwarded to the Traffic Commission to be addressed.

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

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

7. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Member Chan announced the Mayoral and Mayor Pro Tem installation is on March 14, 2017.

Council Member Liang did not have anything to report.

Vice Mayor Real Sebastian announced that the library will have their "Incredible Woman Series" on various days in March and invited the public to the Mayoral Installation.

8. CLOSED SESSION
None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 9:38 p.m.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
MARCH 8, 2017**

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, March 8, 2017 at 12:00 p.m.

CALL TO ORDER:

Vice Mayor Real Sebastian called the meeting to order at 12:01 p.m.

ROLL CALL:

Interim City Manager Bow called the roll:

Council Members Present: Peter Chan, Stephen Lam, Hans Liang, Teresa Real Sebastian

Council Members Absent: Mitchell Ing

Also Present: Interim City Manager Ron Bow, City Attorney Mark Hensley, Director of Human Resources and Risk Management Tom Cody

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL & WRITTEN COMMUNICATIONS

None.

NEW BUSINESS

None.

CLOSED SESSION - The City Council adjourned to Closed Session at 12:01 p.m.

1. CONFERENCE WITH LABOR NEGOTIATORS – GOVERNMENT CODE § 54957.6

City Negotiators: Ron Bow, Interim City Manager, Tom Cody, Human Resources Director

Employee Organizations: Bargaining Units Monterey Park Police Officers' Association (MPPOA); Monterey Park Professional Chief Officers' Association (PCOA), POA/Captains' Unit, Police Officer's Mid-Management Association (POMMA.)

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 1:06 p.m.

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

Action Taken: No reportable action taken during Closed Session.

Vincent D. Chang
City Clerk



City Council Staff Report

DATE: April 5, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-C.

TO: The Honorable Mayor and City Council
FROM: Vincent D. Chang, City Clerk
SUBJECT: Adopting a Resolution Certifying the Results of the March 7, 2017 General Municipal Election.

RECOMMENDATION:

It is recommended that the City Council:

- (1) adopt a resolution certifying the results of the March 7, 2017 general municipal election;
- (2) take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City held a general municipal election on March 7, 2017 for the purpose of electing two (2) members of the City Council for a term of four years, one (1) City Clerk for a term of four years, one (1) City Treasurer for a term of four years, and ballot Measure LL regarding a library tax. The election was consolidated with the Los Angeles County election.

BACKGROUND:

The City Council adopted Resolution Nos. 11869 and 11877 calling for a general municipal election to elect two (2) members of the City Council for a term of four years, one (1) City Clerk for a term of four years, one (1) City Treasurer for a term of four years, and ballot Measure LL regarding a library tax which requires a two-thirds votes for passage.

A total of 5,351 ballots cast out of 28,047 registered voters in the City for a turnout of 19.08%. Accordingly, Peter Chan and Hans Liang were elected to the City Council, Vincent Chang was elected as City Clerk, and Joseph Leon was elected as City Treasurer by virtue receiving the most votes.

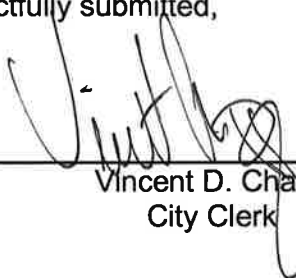
Measure LL received 2,985 "yes" votes or 60.44% and 1,954 "no" votes or 39.54%. As a result of the election, Measure LL was not carried and shall not be deemed adopted and ratified.

Following adoption of this resolution certifying the results of the City of Monterey Park General Municipal Election, the City Clerk will administer the Oath of Office and present a certificate of election to the elected office holders as required by the California Election Code. Immediately after, the council members may assume their elected office.

FISCAL IMPACT:

None.

Respectfully submitted,

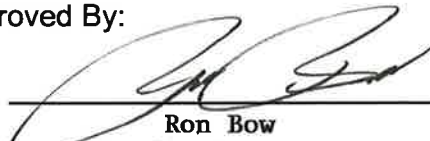


Vincent D. Chang
City Clerk

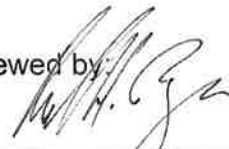
Prepared by:


Cindy H. Trang
Deputy City Clerk, CMC

Approved By:



Ron Bow
Interim City Manager

Reviewed by:


Karl H. Berger
Assistant City Attorney

Attachments:

1. Resolution certifying the results of the March 7, 2017 general municipal election.

ATTACHMENT 1

**Resolution certifying the results of the
March 7, 2017 general municipal election**

RESOLUTION NO.

**A RESOLUTION DECLARING THE RESULTS OF THE GENERAL
MUNICIPAL ELECTION HELD MARCH 7, 2017.**

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

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

- A. A General Municipal Election was held in the City of Monterey Park on Tuesday, March 7, 2017, as required by law;
- B. Notice of the election was given in the manner provided by law;
- C. Pursuant to Resolution Nos. 11869 and 11871 adopted on October 19, 2016, and Resolution No. 11877 adopted on November 16, 2016, the County Election Department canvassed the returns of the election and has certified the results to this City Council. The results are attached as Exhibit "A," and incorporated by reference.

SECTION 2: The whole number of ballots cast in the precincts, except vote-by-mail ballots and provisional ballots, was 2,169. The number of vote-by-mail ballots and provisional ballots cast in the City was 3,182, making a total of 5,351 ballots cast in the City.

SECTION 3: The names of persons voted for at the election for Members of the City Council are as follows:

Anthony Felix Jr.
Joe Ray Avila
Randall Avila
Peter Chan
Hans Liang
Margaret Leung

That the name of person voted for at the election for City Clerk:

Vincent Dionicio Chang

That the name of person voted for at the election for City Treasurer:

Joseph Leon

That the measure voted upon at the election is as follows:

Measure LL: Library Tax. Shall the proposition
renewing a special parcel tax for library services at
the Monterey Park Bruggemeyer Library be adopted?

SECTION 4: In accordance with Election Code § 10262, the City Clerk certified the results to the City Council. The number of votes given at each precinct and the number of votes given in the City to each of the persons named above for the respective offices for which the persons were candidates and the ballot measure are as listed in attached Exhibit "A."

SECTION 5: The City Council declares and determines that Peter Chan and Hans Liang were elected as Members of the City Council for full terms of four years; Vincent Dionicio Chang was elected as City Clerk for the full term of four years; and Joseph Leon was elected as City Treasurer for the full term of four years.

SECTION 6: Measure LL did not garner the required two-thirds vote required for adoption. Consequently, Measure LL is not adopted.

SECTION 7: The City Clerk is directed to enter in the City's records a statement of the result of the election, showing: (1) the whole number of ballots cast in the City; (2) the names of the persons voted for; (3) the measure voted upon; (4) the number of votes given at each precinct to each person and the number of votes given for and against the measure; and (5) the total number of votes given to each person and the total number of votes given for or against the measure.

SECTION 8: The City Clerk will immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; the City Clerk will also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and will have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected will then be inducted into the respective office to which they have been elected.

SECTION 9: The City Clerk will certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

SECTION 10: This Resolution will become effective immediately upon adoption.

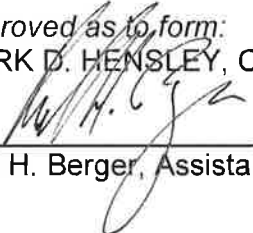
PASSED AND ADOPTED this 5th day of April, 2017.

Teresa Real Sebastian, Mayor

ATTEST:

Vincent D. Chang, City Clerk

Approved as to form:
MARK D. HENSLEY, City Attorney



Karl H. Berger, Assistant City Attorney

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Monterey Park at a special meeting held on the 5th day of April, 2017, by the following vote:

Ayes:	Council Members:
Noyes:	Council Members:
Absent:	Council Members:
Abstain:	Council Members:

Dated this 5th day of April, 2017.

Vincent D. Chang, City Clerk
Monterey Park, California

Exhibit "A"

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896

www.montereypark.ca.gov



City Council
Peter Chan
Mitchell Ing
Stephen Lam
Hans Liang
Teresa Real Sebastian

City Clerk
Vincent D. Chang

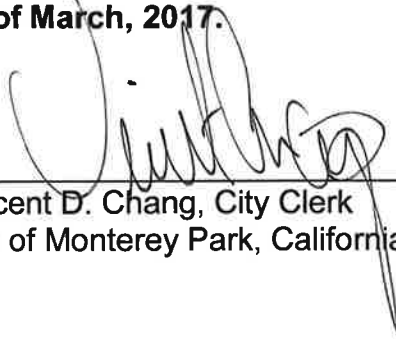
City Treasurer
Joseph Leon

CERTIFICATION OF ELECTION RESULTS DECLARATION OF ELECTION OFFICIAL

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do certify that the attached Certificate of the Canvass of the Election Returns of the Los Angeles County Registrar-Recorder/County Clerk is a true and correct canvass of the Votes Cast for the Members of the City Council, City Clerk, and City Treasurer; and for and against Measure "LL" for the City of Monterey Park General Municipal Election held on March 7, 2017.

IN WITNESS HEREOF, I have hereunto set my hand and affixed the seal of the City of Monterey Park, California, this 23rd day of March, 2017.



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

Los Angeles County *Registrar-Recorder/County Clerk*

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

Monterey Park City

at the Consolidated Municipal and Special Elections, held on the 7th day of March 2017.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this
21st day of March 2017.



Dean C. Logan
DEAN C. LOGAN

Registrar-Recorder/County Clerk
County of Los Angeles

JOB 2619 CONSOLIDATED MUNICIPAL AND SPECIAL ELECTIONS
CITY OF MONTEREY PARK

TO BE HELD 03/07/17 CLOSE 02/21/17
TOTAL PRECINCTS 9

REGISTRATION	TOTAL		
BALLOTS CAST	28047		
	5351		VOTE CAST % 19.08
COUNTY MEASURE H			
YES	3004		
NO	1755		
MONTEREY PARK CITY GEN-CNC			
ANTHONY FELIX JR	737		
JOE RAY AVILA	374		
RANDALL AVILA	1401		
PETER CHAN	2546		
HANS LIANG	2223		
MARGARET LEUNG	1767		
MONTEREY PK CY GEN-CTYCLK			
VINCENT D CHANG	3685		
MONTEREY PARK CY GEN-TREAS			
JOSEPH LEON	3667		
MONTEREY PARK CITY-MEAS LL			
YES	2985		
NO	1954		
LOS ANGELES COMM-BOT 2			
STEVE GOLDSTEIN	693		
STEVEN VERES	1466		
SERGIO VARGAS	724		
THOMAS J NORMAN	875		
LOS ANGELES COMM-BOT 4			
DALLAS D FOWLER	1568		
ERNEST H MORENO	2395		
LOS ANGELES COMM-BOT 6			
GABRIEL BUELNA	2394		
NANCY PEARLMAN	1598		

FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT			MONTEREY PARK CITY GEN MUN CITY CLERK VINCENT D CHANG											
LOCATION	REGIST- RATION	BALLOTS CAST												
MONTEREY PARK - 4500001A		3396	199	119										
VOTE BY MAIL SERIAL 0730		0	258	204										
TOTAL		3396	457	323										
MONTEREY PARK - 4500007A		3227	215	144										
VOTE BY MAIL SERIAL 0731		0	220	154										
TOTAL		3227	435	298										
MONTEREY PARK - 4500010A		3272	244	164										
VOTE BY MAIL SERIAL 0732		0	440	307										
TOTAL		3272	684	471										
MONTEREY PARK - 4500016A		3186	283	205										
VOTE BY MAIL SERIAL 0733		0	390	273										
TOTAL		3186	673	478										
MONTEREY PARK - 4500023A		3766	340	213										
VOTE BY MAIL SERIAL 0734		0	500	340										
TOTAL		3766	840	553										
MONTEREY PARK - 4500026A		3802	309	193										
VOTE BY MAIL SERIAL 0735		0	378	256										
TOTAL		3802	687	449										
MONTEREY PARK - 4500044A		3436	349	233										
VOTE BY MAIL SERIAL 0736		0	622	433										
TOTAL		3436	971	666										
MONTEREY PARK - 4500050A		2999	159	117										
VOTE BY MAIL SERIAL 0737		0	289	220										
TOTAL		2999	448	337										
MONTEREY PARK - 4500090A		963	71	51										
VOTE BY MAIL SERIAL 0738		0	85	59										
TOTAL		963	156	110										

COUNTY OF LOS ANGELES -			CONSOLIDATED MUNICIPAL AND SPECIAL ELECTIONS			03/07/17			52.1			- PAGE - 1118 of 1642			
FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT			MONTEREY PARK CITY MUN MEASURE LL												
LOCATION	REGIST- RATION	BALLOTS CAST	YES	NO											
MONTEREY PARK - 4500001A		3396	199	105	64										
VOTE BY MAIL	SERIAL 0730	0	258	142	92										
TOTAL		3396	457	247	156										
MONTEREY PARK - 4500007A		3227	215	122	59										
VOTE BY MAIL	SERIAL 0731	0	220	114	77										
TOTAL		3227	435	236	136										
MONTEREY PARK - 4500010A		3272	244	132	99										
VOTE BY MAIL	SERIAL 0732	0	440	274	144										
TOTAL		3272	684	406	243										
MONTEREY PARK - 4500016A		3186	283	155	103										
VOTE BY MAIL	SERIAL 0733	0	390	223	147										
TOTAL		3186	673	378	250										
MONTEREY PARK - 4500023A		3766	340	182	132										
VOTE BY MAIL	SERIAL 0734	0	500	271	196										
TOTAL		3766	840	453	328										
MONTEREY PARK - 4500026A		3802	309	160	125										
VOTE BY MAIL	SERIAL 0735	0	378	196	150										
TOTAL		3802	687	356	275										
MONTEREY PARK - 4500044A		3436	349	191	131										
VOTE BY MAIL	SERIAL 0736	0	622	384	208										
TOTAL		3436	971	575	339										
MONTEREY PARK - 4500050A		2999	159	90	56										
VOTE BY MAIL	SERIAL 0737	0	289	161	109										
TOTAL		2999	448	251	165										
MONTEREY PARK - 4500090A		963	71	35	30										
VOTE BY MAIL	SERIAL 0738	0	85	48	32										
TOTAL		963	156	83	62										



City Council Staff Report

DATE: April 5, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-D.

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, CPFO, Controller

SUBJECT: The City is required to renew the assessment district for Fiscal Year 2017-18 and schedule a public hearing pursuant to Streets and Highways Code §§ 22500, *et seq.*

RECOMMENDATION:

It is recommended that the City Council:

1. Adopting a resolution declaring the City Council's intent to levy and collect assessments for Fiscal Year 2017-18 in Citywide Maintenance District No. 93-1 pursuant to Streets and Highways Code §§ 22500, *et seq.* and setting a time and place for a public hearing.
2. Take such additional, related, action that may be desirable.

CEQA

The proposed action is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and CEQA Guidelines (Cal. Code Regs. tit. 14, §§ 15000, *et seq.*) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. The proposed action, therefore, is categorically exempt from further CEQA review under CEQA Guidelines § 15273.

EXECUTIVE SUMMARY:

In 1993 the City formed a citywide benefit assessment district to finance the operation and maintenance of public street lighting and landscaping. The district was renewed each of the past 24 years and must be renewed for 2017-18 in order for the City to continue the collection of assessments. To begin the district renewal, staff recommends a public hearing be held on June 21, 2017. Scheduling the public hearing is a required process and it does not automatically renew the district. The district renewal will follow the City Council's action at the conclusion of the June 21st public hearing.

BACKGROUND:

In 1993, the State implemented Education Revenue Augmentation (ERAF) transfer that shifts property tax revenues from local governments to schools. The City's loss from ERAF was \$1.2 million. In 1993, after considering various options to balance the budget, the City formed a benefit assessment district. The assessment revenues are used to pay for the costs for maintaining street lighting and public landscaping. The funds freed up by the assessment revenues are used to maintain essential City services such as police, fire, public works, recreation, and library.

The City is required to renew the assessment district annually. The City has renewed the district for the past 24 years. To start the renewal process, the following resolution and the preliminary engineer's report have been prepared for the City Council's consideration.

RESOLUTION OF INTENTION

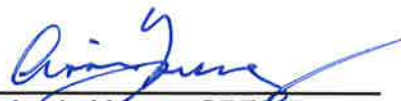
The resolution describes an Engineer's Report, which was prepared pursuant to Streets and Highways Code § 22566, the assessment district and its boundaries, specifies date, time, and place of the public hearing. The proposed assessment per single family home for 2017-18 is \$40.97. There is no increase from 2016-17. As shown in the attached resolution, we recommend the hearing be scheduled for June 21, 2017 at 7:00 p.m. in the City Council Chamber. As required by law, a notice for the public hearing will be published. The renewal will be completed following the City Council's action at the June 21st hearing.

FISCAL IMPACT

The proposed assessment rates for 2017-18 are the same as for 2016-17. The projected assessment revenue is approximately \$979,153. If the City does not renew the assessment district, it must reduce expenditures by \$979,153 to balance the budget.

Respectfully submitted and prepared by:

Approved By:



Annie Yaung, CPFO
Controller



Ron Bow
Interim City Manager

Reviewed By:



Chu Thai
Director of Management Services

Reviewed By:



Karl H. Berger
Assistant City Attorney

Attachment(s):

1. Resolution
2. Preliminary Engineer's Report

ATTACHMENT 1

Resolution

19

RESOLUTION NO. _____

A RESOLUTION DECLARING THE CITY COUNCIL'S INTENT TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2017-18 IN CITYWIDE MAINTENANCE DISTRICT NO. 93-1 PURSUANT TO STREETS AND HIGHWAYS CODE § 22587 AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING.

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

SECTION 1: The City Council finds as follows:

- A. The City Council seeks to levy assessments for Fiscal Year 2017-18 pursuant to Streets and Highways Code §§ 22500, *et seq.* for Citywide Maintenance District No. 93-1 ("District"); and
- B. The District is exempt from the procedures and approval process of California Constitution art. XIID, § 4 pursuant to California Constitution, art. XIID, § 5(a).

SECTION 2: An Engineer's Report ("Report") was prepared pursuant to Streets and Highways Code § 22566 for Fiscal Year 2017-2018. While the Report is too voluminous to be reprinted with this Resolution, it is available for public inspection with the City Clerk and incorporated by this reference as if fully set forth.

SECTION 3: After reviewing the Report, the City Council finds as follows:

- A. The Report sufficient meets the requirements set forth in Streets and Highways Code §§ 22565, *et seq.*
- B. The Engineer's estimate of the itemized costs and expenses of said work, as contained in the Report is preliminarily approved and confirmed.
- C. The diagram, showing the boundaries of the land within the District referred to and described in the Report is preliminarily approved and confirmed.
- D. The proposed assessment upon the land in the District is in proportion to the estimated special benefit to be received by said land, as contained in the Report, is hereby preliminarily approved and confirmed.
- E. The Report may be used for the purposes of all subsequent proceedings pursuant to the proposed benefit assessment.

SECTION 4: The City Council directs the City Clerk to give notice that the City Council intends to undertake proceedings for levying and collecting of special assessments for Fiscal Year 2017-18 on real property within the District for the continual maintenance of certain improvements as shown and delineated on a map previously approved by City Council and on file with the City Clerk which is available for public inspection and incorporated into this Resolution as if fully set forth ("Map") pursuant to Streets and Highways Code § 22508. Any proposed changes to the map, maintenance, and assessments are set forth in the Report.

SECTION 5: On June 21, 2017, the City Council will consider ordering the annual assessment recommended by the Report. The annual assessment proposed for each Equivalent Dwelling Unit (EDU) in the Report is \$40.97 for Fiscal Year 2017-18, no increase from Fiscal Year 2016-17.

SECTION 6: If approved, the assessment levied and collected is for maintaining certain landscaping and street lighting improvements, as set forth in the Report, referenced and so incorporated herein.

SECTION 7: If approved, the County Auditor/Controller must enter on the County Assessment Roll the amount of the assessments and collect such assessments at the time and in the same manner as County taxes are collected. After collection by the County, the net amount of the assessments, after the deduction of any compensation due to the County for collection, must be paid to the City Treasurer for purposes of paying the costs and expenses of the District.

SECTION 8: All monies collected for such assessments must be deposited in a special fund known as "Special Fund City of Monterey Park Citywide Maintenance District No. 93-1." Payment may be made out of said fund only for the purpose provided for in this Resolution and as set forth in an appropriate resolution on or about June 21, 2017.

SECTION 9: Any public property included within boundaries of the District is exempt from assessment.

SECTION 10: The public hearing to consider levying the assessments identified in this Resolution will take place on June 21, 2017, or as soon thereafter as is practicable, at a regular meeting of the City Council at the Council Chamber, 320 West Newmark Avenue, Monterey Park.

SECTION 11: The City Clerk is hereby authorized and directed to publish this Resolution pursuant to Government Code § 6061 and Streets and Highways Code § 22554.

SECTION 12: A majority protest from the property owners may cause any proposed increase of assessment for the 2017-18 Fiscal Year to be abandoned. Written protest must be submitted to the City Clerk's office at City Hall, 320 West Newmark Avenue, Monterey Park, CA 91754, before the close of the public hearing on June 21, 2017. Each written protest must state the grounds of objection and contain a description of property owned.

SECTION 13: For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical-nature, your attention is directed to the below listed person so designated:

Annie Yaung, CPFO
Controller
City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754
(626) 307-1349

SECTION 14: This Resolution takes effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 5th of April 2017.

Teresa Real Sebastian, Mayor
City of Monterey Park

ATTEST:

Vincent D. Chang, City Clerk
City of Monterey Park

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

By:



Karl H. Berger
Assistant City Attorney

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

I, VINCENT D. CHANG, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly adopted by the City Council of the City of Monterey Park at a Regular Meeting held on the 5th of April 2017, by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dated this 5th day of April 2017

Vincent D. Chang, City Clerk
City of Monterey Park

ATTACHMENT 2
Preliminary Engineer's Report

**PRELIMINARY
ENGINEER'S REPORT
CITY OF MONTEREY PARK**

**CITYWIDE MAINTENANCE DISTRICT NO. 93-1
FOR THE 2017-2018 FISCAL YEAR**

**ENGINEER'S REPORT
CITY OF MONTEREY PARK
CITYWIDE MAINTENANCE DISTRICT NO. 93-1
FOR THE 2017-18 FISCAL YEAR**

PURPOSE

The purpose of this report is to establish the annual levy of assessments for the City of Monterey Park Citywide Maintenance District 93-1 (District) for the 2017-18 Fiscal Year.

INTRODUCTION

The District was formed in 1993 under the Landscaping and Lighting Act of 1972 (the "Act"). The District provides the City with a source of funds for the operation and maintenance of street trees, median landscaping, and streetlights on arterial streets within the City. Assessments are levied upon each parcel for the necessary costs of operating, servicing, and maintenance of the respective facilities, which provides safety protection and enhances the value of each and every parcel in the City.

Street tree and median landscaping maintenance are important services in any urban environment. Trees and landscaping, when well maintained, provide beautification, shade, traffic safety, and enhancement of the desirability of the surroundings, along with a direct, positive effect on property values.

Adequate street lighting is considered imperative for their contribution to public convenience and community safety. Protection of property, increased public safety, reduction of traffic accidents, savings in accident costs and lost working hours, are specific benefits that benefit properties within the City of Monterey Park. The lighting benefit is directly related to public safety and property protection.

Property values in a community are increased when public infrastructure such as street trees, median landscaping, and street lighting are in place, improved, operable, safe, clean and maintained. Facilities that are unsafe or destroyed by the elements or vandalism decrease quality of life.

The operation, servicing, and maintenance of the facilities within the District are consistent with the Act, and will be administered pursuant to the City of Monterey Park ordinances and regulations.

The properties that benefit from operation and maintenance of the street trees, median landscaping, and lighting will fund these activities in proportion to the specific benefits that each property receives.

Payment for the assessment for each parcel will be made in the same manner and at the same time as payments are made for property taxes for each property. Revenues from these assessments must be placed in a special fund and cannot be used for any other purpose.

The City Council of the City of Monterey Park will set a date for a public hearing. The public hearing will be held on the date and at the time and place described specifically in the Resolution of Intention. Notice will be given by publishing the Resolution of Intention in accordance with requirements of the Government Code.

DESCRIPTION OF IMPROVEMENTS

The improvements are the operation, servicing, and maintenance of street trees, median landscaping, and street lighting, including but not limited to, personnel, electrical energy, utilities, materials, and contracting services for the satisfactory operation of these services described as follows:

Street Trees and Median Landscaping

Landscaping, planting shrubbery and trees, irrigation systems, hardscapes, and fixtures in public rights-of way within the proposed boundary of the District.

Street Lighting

Poles, fixtures, bulbs, conduits, equipment including anchors, posts and pedestals, and metering devices, as required to provide safety lighting in public rights-of-way within the proposed boundaries of the District.

Maintenance means the furnishing of services and materials for the ordinary and usual operation and servicing of the landscaping and public lighting facilities including repair, removal or replacement of all or part of any of the landscaping and public lighting facilities. Maintenance also means providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; and the removal of trimmings, rubbish, debris and other solid waste.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or improvements and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of landscaping.

ESTIMATE OF COST

The estimated costs of the operation, servicing and maintenance of the improvements for Fiscal Year 2017-18, as summarized below same as last year.

I. STREET LANDSCAPING AND FACILITY MAINTENANCE

A. Street Trees and Median Landscaping

1. O & M	\$957,700
2. Reserves	<u>-0-</u>
Sub-Total	\$957,700

II. STREET LIGHTING

A. Street Lights	
1. O & M	\$750,608
2. Reserves	<u>-0-</u>
Sub-Total	\$750,608
Total Cost	\$1,708,308
Less City General Fund Contributions	<u><729,155></u>
Total Funded by Assessments	\$979,153

The Act requires that the City establish a special fund for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purposes as stated in this report. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

ASSESSMENT ROLL

The proposed assessment and the amount of assessment for Fiscal Year 2017-18 apportioned to each lot or parcel, as shown on the latest roll at the Assessor's Office are on file in the office of the City Clerk of the City of Monterey Park.

The description of each lot or parcel is part of the records of the Assessor of the County of Los Angeles and these records are, by reference, made part of this report.

The total proposed assessment for fiscal year 2017-18 is approximately \$979,153.

METHODS OF APPORTIONMENT OF ASSESSMENT

1. GENERAL

Part 2 of Division 15 of the Streets and Highways Code (the Code), also known as the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include construction, operation, maintenance and servicing of street trees, median landscaping and street lights.

The Act requires that maintenance assessments be levied according to benefit rather than according to assessed value.

The Act also permits the designation of zones of benefit within any individual assessment district if by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement. Thus, the Act requires the levy of a true "assessment" rather than a "special tax."

Exempt from the assessment would be the areas of all publicly owned property in use in performance of a public function. The City has made a determination to also except public utility rights of way.

2. ASSESSMENT FORMULA

Section 22509 of the Code provides that the Act shall be liberally constructed to effectuate its purpose. Therefore, any reasonable formula, or method, when upheld by the City Council after a public hearing, is conclusive.

Section 22573 of the Code provides the net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated special benefit to be received by each such lot or parcel from the improvements.

Since the assessment will be levied against properties as shown on the Property Tax Rolls of the Los Angeles County Assessor, the final charges must be assigned by Assessor's Parcel Number. The formula shown below takes into the consideration of land use and parcel size.

Single Family Residential.

The single-family residential parcel has been selected as the basic unit for calculation of the benefit assessments. This basic unit shall be called an Equivalent Dwelling Unit (EDU). Parcels developed for single family residential uses, including condominiums, are assessed one (1) EDU.

Multi-Family Residential.

Multi-family residential uses are given a factor of 0.85 EDU per dwelling unit. Based on data from representative cities in urban Southern California, the multiple residential factor of 85 percent is determined by the statistical proportion of relative trip generation from various types of residential uses, in combination with population density per unit.

Mobile Home.

Parcels designated for mobile home park uses are assigned 0.5 EDU per unit.

Commercial/ Industrial.

In converting improved non-residential properties to EDU's the factor used is the typical lot size for single-family residential parcels, which is 6,000 square feet, or 7.26 dwelling units per acre.

The commercial/industrial parcels will be assessed 7.26 EDU for each acre, or any portion thereof up to five (5) acres and 0.73 for every additional acre or portion thereof above five acres. This lower EDU factor is based on the fact that many of the larger commercial/industrial developments contain internal street systems and provide their own street lighting. The minimum number of EDUs per commercial/industrial parcel will be one (1) EDU.

Vacant Residential.

Vacant residential property is described as parcels with no improved dwelling structures. These properties receive benefits based on their land, as this is the basis of their value. The land value portion of residential property in Monterey Park is about 50 percent. Parcels defined as single-family residential parcels which do not have structures on the parcels are therefore, assessed 50 percent of a single-family dwelling. The parcels will be assessed 0.50 EDU per parcel. Parcels defined as vacant multi-family residential will be assessed at 50 percent of the rate for vacant commercial/industrial property.

Vacant Commercial/Industrial.

Parcels which are not zoned for residential use and which do not have structures on the parcels are assessed based upon the acreage of the parcel. These parcels will be assessed at 50 percent of the rate of improved commercial/industrial property.

Institutional.

Institutional parcels are defined as those used for private schools, lodge halls, convalescent hospitals, and other similar uses. These parcels will be assessed at the same rate as improved commercial/industrial property.

Utility.

Parcels owned by private utility companies will be assessed at the same rate as improved commercial/industrial property based upon a comparable land use for the property. Utility rights-of-way will be exempt from assessments.

Exempt.

Parcels of land defined in the County Assessor's records as being exempt from property taxes will be exempt from District assessments. This includes all publicly owned property, all easements and rights-of-way, and common areas.

BENEFIT DETERMINATION

Special Benefits from the public improvements operated and maintained by the District are received directly by all parcels within the City. The maintenance of street lighting and landscaping is distributed throughout the district and is of direct and specific benefit to all parcels within the District. Therefore the costs associated with these benefits are spread equally, based on Equivalent Dwelling Units (EDU), to all parcels within the District.

Special benefits include maintenance of street trees and medians on the major thoroughfares, which are the main travel ways of the City. Street lighting is also considered a special benefit since all parcels within the City access public streets which have streetlights. Costs incurred by the City to administer these programs are also considered a citywide benefit. The primary benefits of streetlights are convenience, safety, security, and protection of property, property improvements, and persons. The primary benefits of street trees and median landscaping on arterial streets are the improved safety and aesthetic appeal within the community.

ASSESSMENT RATE BY MAINTENANCE CATEGORY

Category	2017-2018 Proposed	
	Budget	Rate Per EDU
Street Trees and Median Landscaping	\$397,381 ^(*)	\$ 16.80
Street Lighting	581,772 ^(*)	24.17
Total Assessment	\$979,153	\$ 40.97

* Net of City General Fund contributions

INVENTORY OF PARCELS

The following information was obtained from the Los Angeles County Assessor's Roll, Assessor's Parcel Maps, and the City of Monterey Park Development Services Department.

Land Use		Parcels	Units	Acres	EDUs
1. Single Family Residential (SFR)		13,631	13,631	1,747.63	13,631
2. Multi-Family Residential (MFR)		1,443	6,450	735.05	5,618.78
3. Vacant SFR		117	-	34.61	58.50
4. Vacant MFR		-	-	-	-
5. Mobile Home		2	23	1.58	11.50
6. Commercial Industrial		910	33	423.74	3,386.20
7. Vacant Commercial Industrial		75	-	310.23	467.89
8. Utilities		58	-	153.86	424.63
9. Exempt					
a.	Alhambra City School District	4	-	-	-
b.	Garvey School District	3	-	-	-
c.	L.A. City Community College	4	-	-	-
d.	LACO Flood Control District	4	-	-	-
e.	L.A. County	9	-	-	-
f.	L.A. Unified School District	2	-	-	-
g.	Metropolitan Water District	7	-	-	-
h.	Montebello Unified School District	2	-	-	-
i.	State of California	4	-	-	-
j.	City of Montebello	1	-	-	-
k.	City of Monterey Park	57	-	-	-
l.	SFR Common Area	9	-	2.60	-
	SUBTOTAL (9. a-l)	106	-	2.60	-
10. Institutional		50	50	41.32	300.77
TOTALS		16,392	20,187	3,450.63	23,899.27

PROPERTY OWNER LIST

A list of names and addresses of the owners of all parcels within the District is shown on the last equalized Property Tax Roll of the Assessor of the County of Los Angeles, which by reference is hereby made a part of this report.

ASSESSMENT DISTRICT BOUNDARY MAP AND ASSESSMENT DIAGRAM

An Assessment Diagram for the District has been submitted to the City Clerk in the format required under the provisions of the Act. The attached is a facsimile of the map on file in the office of the City Clerk.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles for the year when this report was prepared. The Assessor's maps and records are incorporated by reference herein and made part of this report.

RESOLUTION

Resolution of Intention is on file in the Office of the City Clerk.

CERTIFICATION

This report contains the necessary data required to conduct the proceedings and is submitted to the Office of the City Clerk for filing and public inspection.



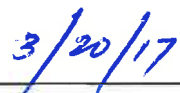
Annie Yaung, CPFO
Controller



Date



Rey Alfonso
Assistant City Engineer



Date



City Council Staff Report

DATE: April 5, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-E.

TO: Honorable Mayor and Members of the City Council
FROM: Michael A. Huntley, Community and Economic Development Director
SUBJECT: City of Monterey Park Residential Rehabilitation Program Guidelines

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution approving the updated Residential Rehabilitation Program Guidelines and the new Rental Rehabilitation Program Guidelines; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City of Monterey Park has provided a Residential Rehabilitation Program to the community for over two decades. The Program is designed to provide funding to eligible low-and moderate-income homeowners to cover the cost of necessary housing repairs; for the preservation of decent, safe, and sanitary housing; to correct hazardous structural conditions; to make improvements considered necessary to eliminate blight and improve handicapped access; and, to correct building and health code violations. The goal of the Program is to assist eligible low- and moderate-income residential owner-occupants in maintaining the City's existing housing stock by means of home rehabilitation.

Over the last two decades, the Residential Rehabilitation Guidelines have been update a number of times to address the changing needs of the community. In fall of 2016, the City Council directed staff to reevaluate the existing guidelines and return with a recommendation on how to best utilize the funds while meeting the national objectives as mandated by the United State Department of Housing and Urban Development (HUD).

On March 15, 2017, staff presented a number of recommendations to the City Council for consideration related to the existing Residential Rehabilitation Program guidelines and a new Rental Rehabilitation Program. Subsequent to feedback from the City Council, staff has submitted the final draft of both programs for consideration by the City Council.

DISCUSSION:

The City of Monterey Park receives an annual allocation of HOME funds from HUD. For fiscal year 2017-2018, the City anticipates receiving approximately \$227,643 in HOME funds. In addition to these new HOME funds, approximately \$480,000.00 in prior year HOME funds remains available for the operation of the Housing Rehabilitation Program. Moreover, the City receives an average of \$50,000 annually in repaid HOME loan funds (program income) and this amount is expected to increase due to the potential early repayment of loans made to larger scale HOME-funded multi-unit projects. In total, the City holds an estimated \$730,000 in HOME funds. In the last few years, it has been difficult for the City to meet its HUD expenditure deadlines due to lack of Program participation.

In April 2015, the City Council approved changes to the Program that included increasing financial assistance from \$24,000 to \$50,000 for lower income owner-occupants to make necessary home improvements. However, the form of assistance was modified from a combination of a \$13,000 grant and an \$11,000 loan to solely loan assistance. The current \$50,000 Program loan carries 3% simple interest and is subject to recapture primarily upon the sale of the property or refinancing of the property with additional cash.

Since approval of the 2015 Program Guidelines, there has been a significant decrease in Program expenditures due to a lack of interested applicants. Prior to the 2015 Program changes, there was a waiting list of approximately 35 potential applicants. Of these, only five households continued through the application process and were approved for loan assistance. The primary reason for applicant withdrawal was the conversion from a grant and loan program, to strictly a loan.

In October 2016, staff presented a status report to the City Council regarding the lack of participation in the Residential Rehabilitation Program and the need to expend its HOME funds in a timely manner. As a result, the City Council directed staff to assess the program with the consideration a larger loan of up to \$100,000 with no interest. Based on City Council request, staff reviewed the existing program guidelines and presented its recommendations to the City Council at the March 15, 2017 meeting. In addition, staff presented a new Rental Rehabilitation Program intended to assist non-profit housing providers in the community. Subsequent to City Council discussion, the Council directed staff to update the Residential Rehabilitation Program Guidelines as follows:

	Current Guidelines	Proposed Changes
Loan Amount	\$50,000	\$50,000 plus \$25,000 for health and safety concerns
Interest Rate	3%	0%
Grant	\$10,000 contingency above the \$50,000 loan amount	\$10,000 for lead base paint or asbestos abatement
Authority	CM up to \$50,000	CM up to \$100,000

The Council also directed staff to establish a new Rental Rehabilitation Program Guidelines as follows:

Rental Rehabilitation Program:

- Specifically for non-profit housing providers to assist in the rehabilitation of existing rental housing.
- Authorize the City Manager to negotiate and approve the terms of financial assistance under the Rental Rehabilitation Program of up to \$150,000.
- Authorize City Manager to negotiate the terms of financial assistance under the Rental Rehabilitation Program over \$150,000 subject to City Council approval.
- Establish the term of the loan and simple interest rate to be considered at the following meeting.

Note: Attached is a draft copy of the guidelines for both programs.

FISCAL IMPACT:

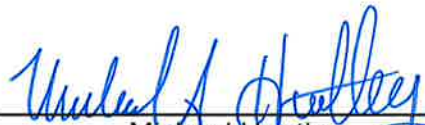
There is minimal fiscal impact to the General Fund since the majority of the cost are covered by the HOME funds.

ATTACHMENTS:

Draft Resolution
Draft Residential Rehabilitation Program Guidelines

Respectfully submitted,

By



Michael Huntley
Community and Economic
Development Director

Prepared by:



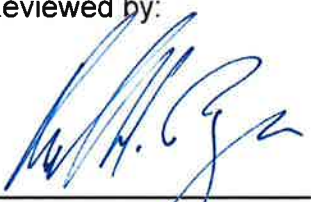
Deborah Sottek
Housing Consultant

Approved by:



Ron Bow
Interim City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENT 1

Resolution

RESOLUTION NO.

A RESOLUTION ADOPTING THE 2017 RESIDENTIAL REHABILITATION PROGRAM GUIDELINES FOR USE WITH THE HOME PROGRAM.

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

SECTION 1: *Findings.* The City Council finds and declares as follows:

- A. The Monterey Park Residential Rehabilitation Program (the "Program") is designed to improve the quality of life of low- income families by providing low interest loans for rehabilitating homes owned or occupied by eligible families;
- B. The Program is established pursuant to applicable provisions of the City of Monterey Park's adopted Housing Element and 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"); and
- C. It is in the public interest to amend the Program to ensure its compliance with all applicable law including, without limitation, the HOME Program.

SECTION 2: The City Council amends the Rehabilitation Program Guidelines as set forth in attached Exhibit "A," which is incorporated by reference, for the purpose of fulfilling its obligations as set forth in Section 1 of this Resolution

SECTION 3: *Authorizations.* The City Manager is authorized to promulgate administrative policies and procedures in order to implement the purpose and goals set forth in this Resolution.

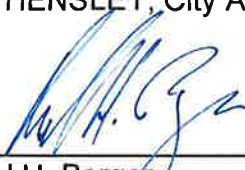
SECTION 4: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED and ADOPTED this 5th day of April, 2017.

Teresa Real Sebastian, Mayor

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

By: _____


Karl H. Berger
Assistant City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MONTEREY PARK

I, VINCENT D. CHANG, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the ____ day of February 2017 by the following vote:

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

Dated this ____ day of ____ 2017

Vincent D. Chang, City Clerk

ATTACHMENT 2

Residential and Rental Rehabilitation Program Guidelines

CITY OF MONTEREY PARK

RESIDENTIAL REHABILITATION PROGRAM GUIDELINES

April 5, 2017

- PART I:** Residential Rehabilitation Program (Owner-Occupied)
- PART II:** Rental Rehabilitation Program
- PART III:** General Program Requirements
(Applicable to both programs under Parts I and II)

CITY OF MONTEREY PARK
RESIDENTIAL REHABILITATION PROGRAM

PROGRAM OVERVIEW

A. Purpose and Goal of Program

The purpose of the Residential Rehabilitation Program (the “Program”) is to provide loans and grants to eligible low and moderate-income homeowners (“Homeowner”) and qualified owners (“Rental Owner”) of rental properties occupied primarily by low and moderate-income tenants to cover the cost of necessary housing repairs; for the preservation of decent, safe, and sanitary housing; to correct hazardous structural conditions; to make improvements considered necessary to eliminate blight and improve handicapped access; and, to correct building and health code violations.

B. Sources of Funds

The City of Monterey Park (“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. Program Administration

The Monterey Park City Council: The Monterey Park City Council (the “Council”) has the ultimate decision-making authority concerning interpretations of Program policies and goals.

The City Manager or designee: The City Manager (the “City Manager”) is responsible for providing overall supervision and making policy decisions.

City Departments: The Director of the Community and Economic Development, or designee/assigned personnel (the “Director”) is responsible for Program implementation including marketing and is the Program Administrator. This position is also responsible for providing overall management of the day-to-day operations and coordination with designated staff to complete site evaluations and rehabilitation computations. The tasks in part involve evaluations, inspections, work write-ups, bids, construction monitoring, and program closeout.

The Director or designee/assigned personnel/assigned personnel is also responsible for maintaining the Rehabilitation process in accordance with these Guidelines and for the fiscal and accounting tasks for the Program, including management of the Rehabilitation Account from which funds can be disbursed.

The Management Services (Finance) Department will also provide fiscal review and collection services.

The City Clerk is responsible for recording all appropriate documents and maintenance of records upon closeout of each rehabilitation activity by the Director or designee/assigned personnel/assigned personnel.

City Attorney: The City Attorney is responsible for providing review and legal counseling as needed for Program administration.

PART I. Residential Rehabilitation Program (Owner-Occupied)

A. Types of Assistance Available

The goal of the Residential Rehabilitation Program (Owner Occupied) is to provide financial assistance to Homeowners who are in need of home repairs and occupy the property as their principal residence. HOME Program regulations require that the property meets or will be brought up to the applicable HOME Program property standards

1. Grant Funds: Grant funds (to the extent the use of grant funds is permitted under HOME program regulations and federal laws) will be provided to Homeowners to (1) direct soft costs associated with the loan (e.g. recording fees, title report, credit report, lead report, asbestos report); and up to \$10,000 to address the remediation or abatement of lead based paint building components and/or asbestos containing building materials (refer to Part III – General Program Requirements).
2. Owner Contribution: The homeowner is not obligated to contribute any personal funds. The applicant cannot contract for paying for any upgrades that are not eligible under the Program.

B. Property Eligibility

1. Eligible Structures: Building or structures eligible for rehabilitation under this Program are owner-occupied single-family dwellings, townhouse, or condominium located within the City limits of the City of Monterey Park.
2. Property Inspection: The homeowner must permit interior inspections of the property by the City's representatives.
3. Number of existing loans: The City must hold either the first (1st) or second (2nd) lien on the property. Exceptions to this rule will be reviewed on a case-by-case basis.
4. Maximum After-Rehab Value: In order to use HOME Program funds, the value of the HOME Program assisted property after rehabilitation cannot exceed 95% of the median purchase price for the Los Angeles area, as determined by HUD. The 95% values are established by 24 CFR 92.254(a)(2)(iii) and are based on the 95 percent of the state-wide nonmetropolitan area median purchase price. The after-rehabilitation value is established by comparable sales. Project files will contain the estimate of the value and document the basis for the value estimates.

The Los Angeles County 95% value presents a barrier to the use of HOME Program funds for homeowner rehabilitation within Monterey Park due to the City's above County average housing prices. To overcome this barrier, the City is allowed by the HOME Program to conduct a housing market survey to justify a higher value based on 95% of the median value of the City's single-family and condominium units. As home values increase new surveys will be completed. A housing market survey will be conducted annually or as often as deemed necessary to set the allowable values in Monterey Park for HOME Program participation. As required by federal regulations, if the City determines that an increase in the after-rehabilitation value is necessary for homeowner program participation, the City will include its findings into the City's Annual Action Plan notifying HUD that the City will be utilizing the after-rehabilitation value identified in the survey.

C. Homeowner/Applicant Eligibility

1. Definition of Owner-Occupant Household: For the purposes of determining program eligibility, "household" means a person or persons occupying a housing unit as the principal place of residence consistent with, and to be verified by the principal place of residence identified on the person's most recent income tax filing with the Internal Revenue Service.
2. Income Eligibility: Participation in the Program is limited to Homeowners whose annual household income does not exceed the "low-income" category (i.e., less than 80% of the County median family income) as defined by HUD. These income limits are published by HUD annually and provide a criterion for eligibility based on the total amount of annual household adjusted for household size. Current income limits are shown in Exhibit A. The City will require documentation of both household size and household income information in order to determine applicant eligibility pursuant to the most recent income information required by HUD
3. Definition of Annual Income: For the purposes of determining Program eligibility, annual income will follow the Part 5 income inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Exhibit B).

The Director, or designee/assigned personnel, will make the final decision in situations where the classification of income is not apparent.

4. Property Ownership

The Homeowner(s) must be the current owner(s) and occupant(s) of the property to be rehabilitated in order to be eligible for Program assistance. The existing grant deed must list all current owners of the property. Property owner(s) are construed to be any person(s) or legal entity that holds title to the property being rehabilitated. In the case of multiple ownership, the signature of each titleholder is required on all appropriate documents. The City will verify property ownership and require all persons currently on the title to give written consent to all work proposed to be done on the property before initiating such work. All such persons must comply with the restrictions set forth in these guidelines, including without limitation the requirement that the persons use the property as their principal place of residence as defined in C.1., above.

5. Other Documentation Required

The Homeowner(s) must also submit the following documents in order to determine eligibility:

- a. City Application;
- b. Copy of income tax forms for the previous two years;
- c. Copy of six (6) consecutive months of checking account statements
- d. Copy of one (1) month of savings or other asset statements
- e. Copy of recent property tax bill;
- f. Copy of two consecutive months of recent payroll check stubs, recent Social Security checks, Social Security SSI checks, AFDC checks or pension and retirement checks;
- g. Copy of fire insurance policy for the subject property;
- h. Copy of legal identification with photograph such as driver's license or passport;
- i. Any additional documentation necessary to meet current federal regulations.

6. Re-applicant Period

In order to give as many persons the opportunity to participate in the Residential Rehabilitation Program, the Homeowner(s) cannot have any outstanding loans with the City and has not participated in the Residential Rehabilitation Program within a ten-year period.

D. Eligible Rehabilitation Activities

Refer to Part III (General Program Requirements)

E. OOR Program Procedures

1. Applicant Intake and Eligibility Determination

- a. Pre-Screening: Prospective applicants will be pre-screened for basic eligibility requirements. A Program Application form must be completed and submitted. A copy of the application forms is attached as Exhibit “C,” and incorporated by reference.
- b. Application: The Program Application form and additional forms must be submitted to the Director or designee/assigned personnel, attention Residential Rehabilitation Program. Applications will be reviewed in the order in which they are received. The City will maintain a waiting list for all prospective applicants. If an emergency condition exists, the applicant may be moved up on the waiting list at the discretion of the Director or designee/assigned personnel to facilitate the elimination of the emergency condition. The determination of an emergency will be made on a case-by-case basis by the Director or designee/assigned personnel to address emergency situations such as natural disasters and life safety emergencies, e.g., non-functioning hot water heaters, furnaces, leaky roof. The amount of the funding that the applicant will receive will cover the cost to eliminate the emergency condition only. The applicant then will return to his/her original place on the waiting list.
- c. Verification and Eligibility Determination: The City will verify all sources of household income in accordance with guidelines established by HUD. Household income must be verified before applicant eligibility can be established. Income verification information shall be updated and applicant eligibility re-determined if such information is more than six months old before the beginning of rehabilitation work. Applicants will be notified in writing regarding eligibility status.
- d. Rehabilitation Feasibility Determination: Once an applicant is determined to meet eligibility requirements, an initial inspection of the property will be made by the Director or designee/assigned personnel to determine the extent of any building deficiencies that may be corrected through the Residential Rehabilitation Program. The items on List “A” will be checked for code compliance before items on List “B” can be considered. A work write-up will be prepared by the Program Inspector for inclusion in the bid package.
- e. Processing of Loan: Copies of work write-up and other pertinent documents will be reviewed for title verification before the City issues a Loan. The Director or designee/assigned personnel will review the title policy and other pertinent document to determine the loan to value ratio and the City’s lien position in the loan (e.g., second position). In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time of funding approval. All current loans on the property will be reviewed before considering the Loan.
- f. Approval and Notifications: Based on all information submitted, the Director or designee/assigned personnel will recommend to the City Manager to either approve or deny the Loan application, subject to City Attorney review of forms. The Director or designee/assigned personnel will make a decision to award or deny the Loan. In general, the City should not loan when the total value of all loans, liens, and encumbrances exceeds the value of the house and property.

2. Procurement And Contractor Selection

- a. Procurement: The City will coordinate with the applicant to obtain at least three (3) estimates from qualified contractors for each rehabilitation project. The homeowner(s) is responsible for obtaining estimates for repairs. Estimates must be submitted in the form prescribed by the Director or designee/assigned personnel. The City will establish limits on the length of time available for the applicant to obtain bids. Failure to obtain bids in a timely manner may be grounds for suspension from the program.
- b. Selection: In accordance with HOME Program, the City must perform a cost or price analysis for the project scope of work, including contract modifications. This cost estimate must be in writing and must be prepared before bids or proposals are received. These estimates must be kept in the Homeowner file. The Homeowner-selected bid must be within 10% of the City's cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The Homeowner is encouraged to accept the lowest reasonable bid. The Homeowner selected contractor cannot be listed on the System for Award Management (SAM) debarred list, and must be cleared by the Contractor's State Licensing Board in order to be awarded the contract. The applicant cannot pay any bonus fee or any other consideration to the contractor except for the bid price and any change orders consistent with the HOME Program and approved by the City.
- c. Contractor Insurance/License File: The City will maintain a file for the Contractor performing work pursuant to the terms and conditions of this program. The file shall include the following information:
 - i. Contractor's social security number or federal tax ID number;
 - ii. Copies of the Contractor's current liability and worker's compensation insurance policies;
 - iii. Copy of City Business License;
 - iv. A list of all of the sub-contractors (including license number) to be used by the General Contractor; and
 - v. Federal Lobbyist Certification.

Any contractor with lapsed insurance or contractor's license must be removed from the job until he/she is able to provide proof of current insurance and/or license. All contractors are required to obtain a City Business License before the City issues a building permit.

- d. Ineligible Contractors: Neither the City nor the applicant(s) can contract for rehabilitation work, to be paid for in whole or in part with proceeds from a City loan or grant, to any contractor who is not a California licensed contractor, who cannot produce sufficient evidence of current Worker's Compensation and Liability Insurance coverage, or who is on the System for Award Management Debarred Contractor list or is otherwise ineligible for contract work. All owner/builders, or any member of the applicant's family, are considered ineligible regardless of credentials or license. Any ineligible contractor found working at the job must be removed immediately, without compensation.

3. Award of Contract

- a. Notification: The City will notify the contractor in writing of the award of contract and establish a time for the pre-construction conference.
- b. Rehabilitation Construction Contract: The contract, for the approved rehabilitation work will be prepared by the City and be executed by the applicant and the selected contractor. The City may require the inclusion of certain contractual terms in accordance with HUD and/or City requirements. In the event of any dispute arising under this program, the injured party must notify the injuring party in writing of its contentions as specified under the contractor agreement between the applicant and the contractor.
- c. Private Arrangements: The City will not compensate the contractor for any work not authorized pursuant to the Program.
- d. Preparation of Loan Document: The Director or designee/assigned personnel will prepare loan and related documents. Original loan documents will be sent to the Director or designee/assigned personnel, for loan services.
- e. Upgrades: The applicant cannot contract for paying for any upgrades that are not eligible under the Program.

4. Pre-construction Meeting

Before construction, the City will arrange a pre-construction meeting, which must be attended by the contractor, subcontractor(s) if applicable, the applicant, and the Director or designee/assigned personnel. The purpose of this meeting is to explain all applicable HUD and/or City requirements including Labor Standard Requirements, explain all Program requirements and procedures, coordinate and schedule the work start date, and answer questions related to contract documents. The City may maintain written minutes of this meeting.

5. Start of Construction

No work can commence until a "Notice to Proceed" is issued to the contractor, signed by the applicant and the Director or designee/assigned personnel. In addition, no work can commence until the City issues applicable permits.

6. Progress Payments to Contractor and City Inspections

- a. Inspections and Complaints: To ensure the integrity of the authorized repair work, the Director or designee/assigned personnel will conduct site inspections before the issuance of progress payments and prepare inspection reports that identify any deficiencies in a contractor's materials or workmanship. These reports must be reviewed and signed by the Homeowner. The Director or designee/assigned personnel may make regular and/or unannounced inspections of work in progress to identify the quality of work and assess satisfaction of the applicant(s).

- b. Payment Request Packages: The Contractor must submit payment request packages to the City in format required by the Director or designee/assigned personnel. All requests should be signed by the contractor, Homeowner, and Director or designee/assigned personnel, certifying that the work has been satisfactorily completed. All pertinent invoices, releases certifications, and copies of applicable permits must be attached to the payment request. Final payment request must also include the homeowner's certification of acceptance, notice of completion, and certificate of occupancy (or similar form as determined by the Director or designee/assigned personnel). Payment request packages must be submitted to the City for approval. A maximum of four (4) progress payments minus 5% retention may be submitted. The final payment for the 5% retention may be submitted in addition to any progress payments. The final payment for the 5% retention will be paid 35 days after the Notice of Completion is recorded.

PART II. Rental Rehabilitation Program

A. Types of Assistance Available

The goal of the Rental Rehabilitation Program is to provide financial assistance to nonprofit owners of rental properties in need of repairs that are primarily occupied by extremely low, low and moderate income renter households. The financial assistance will be in the form of a 3% simple interest loan. Refer to Section H(3) for additional loan information.

B. Property Ownership

Property owner is construed to be a legal entity] that holds title to the property being rehabilitated. The owner of the property must have received a tax-exempt ruling from the IRS under Section 501(c) of the Internal Revenue Code of 1986 as a qualified nonprofit whose by-laws include an emphasis on housing. The City will verify property ownership and require all entities currently on the title to give written consent to all work proposed to be done on the property before initiating such work.

C. Property Eligibility

1. Eligible Structures: Building or structures eligible for rehabilitation under this Program are renter-occupied housing units located within the City limits of the City of Monterey Park.
2. Property Inspection: The applicant must permit interior inspections of the property by the City's representatives.
3. Number of existing loans: On case by case basis, the Director or designee/assigned personnel, will determine the lien position on the property.
4. Re-applicant Period: The property cannot have any outstanding HOME-funded loans with the City or other government agency within the period of affordability (refer to Part II (D), below).

D. PERIOD OF AFFORDABILITY

The restrictions under Part II (E), below, will apply to the rental project for a minimum period of time referred to as the period of affordability. The period of affordability is dependent on the amount of total financial assistance allocated to the project as follows:

DOLLAR AMOUNT PER-UNIT HOME	MINIMUM AFFORDABILITY PERIOD
<\$15,000/unit	5 years
\$15,000-\$40,000/unit	10 years
>\$40,000	15 years

The City will use the chart above as a minimum guide but will determine the period of affordability for a rental project on case-by-case basis.

E. RENT AND OCCUPANCY REQUIREMENTS

The rental project will be subject to following restrictions for the period of affordability.

1. Number and Definition of Assisted Units: Based on the subsidy layering analysis, the City will determine the number of rental units that will be considered “assisted units.” An assisted unit is a unit that must remain affordable for the period of affordability established in the City’s covenants for the project. The City will specific whether the “assisted units” will be fixed units or floating units. For instance, in a 10-unit rental project, if the City designates units A, B, C, D and E as the assisted units, these specific units (A through E) remain the assisted units throughout the period of affordability. The location of “floating units” can change during the period of affordability but must remain comparable in size, number of bedrooms, number of bathrooms, and amenities as those originally identified as assisted units.
2. Income and Rent Restrictions: The rents for the rental project will at a minimum be restricted as follows:

- a. Number of Very Low-Income Rental Units (0-50% of AMI): A minimum of twenty percent (20%) of the assisted units (containing five or more assisted units) must be occupied by very low-income households (0-50% of area median income). Current income limits are shown in Exhibit A.

Rent Calculation – The assisted units in this (0-50%) category must bear rents no greater than: (1) 30% of the tenant's monthly adjusted income; (2) 30% of the gross income of a family at 50% of area median income, adjusted for family size; (3) in units receiving Federal or State project-based rental assistance in which the very low-income family pays not more than 30% of the family's adjusted income, the maximum rent allowable under the Federal or State project-based rental assistance subsidy program.

- b. Number of Low and Moderate-Income Rental Units (51-80% of AMI): The remaining assisted units may be occupied by households with incomes up to 80% of the area median. Current income limits are shown in Exhibit A.

Rent Calculation – Assisted units in this category (0-80% AMI) must bear rents not greater than the lesser of: (1) the Section 8 Fair Market Rents (FMRS) minus tenant-paid utilities; or (2) rents that are 30% of adjusted income for families at 65% of median income minus tenant-paid utilities.

The following chart illustrates an example of how to calculate the number of very low-income units and the number of moderate-income units.

Total Number Units in Project/Building	Total Number of “Assisted Units”*	Number of “Assisted Units” Required to be Occupied by Very Low-Income Households (0-50% AMI)	Number of “Assisted Units” Required to be Occupied by Moderate Income Households (0-80% AMI)	Number of Fair Market Units (Not subject to any Restrictions)
50	15*	3 (15 x 20% = 3)	12 (15–3 = 12)	35 (50-15= 35)
* Note – The total number of “assisted units” is determined by the amount of total HOME funds that are invested in the project.				

On a case-by-case basis, the Director or designee/assigned personnel, may require an increase to the number of assisted units. The increase in the number of assisted units, if any, will be determined by the total amount of funding provided to the project and the total number of assisted units provided.

F. DEFINITION OF ANNUAL INCOME

For the purposes of determining tenant annual income the Rental Owner will follow the Part 5 income inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Exhibit B).

G. ELIGIBLE REHABILITATION ACTIVITIES

Refer to Part III (General Program Requirements)

H. PROGRAM PROCEDURES

The Community and Economic Development Department will actively seek qualified private and non-profit owners to participate in the Rental Rehabilitation Program.

1. Applicant Eligibility Determination

- a. Pre-Screening: Prospective applicants will be interviewed by the Director or designee/assigned personnel to assess whether the project is consistent with the City's community development and affordable housing goals and whether the project meets basic HOME Program eligibility requirements.
- b. Letter of Interest and City Project Application: The property owner will submit a letter of interest along with the City application. The application form and additional forms must be submitted to the Director or designee/assigned personnel. Applications will be reviewed in the order in which they are received and funding availability.
- c. Verification and Eligibility Determination: The City will verify all sources of documentation provided in the application in accordance with the City guidelines and additional regulations prescribed by HUD.
- d. Rehabilitation Feasibility Determination: Once an applicant is determined to meet eligibility requirements, an initial inspection of the property will be made by the Director or designee/assigned personnel to determine the extent of any building deficiencies that may be corrected through the Rental Rehabilitation Program. A work write-up will be prepared by the Program Inspector for inclusion in a bid package.

2. Assessment of Financial Assistance: The application and all support documents relevant to the determination of the available equity, existing loan status, and ownership status, number of affordable units, length of time of affordability restrictions, etc. will be reviewed by the Director or designee/assigned personnel. The Director or designee/assigned personnel will perform a subsidy laying analysis for the project according to HUD guidelines. At a minimum this will include the review a pro-forma provided by the applicant. The pro-forma must include all cash-flow and expenses. Based on the information, the Director or designee/assigned personnel will provide a recommendation of the amount of loan assistance.

3. Approval of Financial Assistance: Based on all information submitted, the Director or designee/assigned personnel will recommend to the City Manager to either approve or deny the application, subject to City Attorney review, as follows:
 - a. Financial assistance under \$150,000.00: The City Manager will be authorized to approve a 20-year, deferred 3% simple interest rate loan. At 20 years, the loan plus accrued interest will be due and payable.
 - b. Financial assistance exceeding \$150,000.00: All loans over \$150,000.00 will carry a 3% simple interest rate. The loan will require amortized payments. The City Manager is authorized to negotiate the terms of loan amortization period of between 10 and 20 years. In no case will the loan term exceed 20 years. City Council approval is required for all loans over \$150,000.00.
4. Notifications: The applicant will be notified in writing of the approval or denial of the application.
5. Execution of Loan Documents: Upon approval by the City Manager or City Council, as applicable, and before the execution of the construction contract, the Director or designee/assigned personnel will prepare loan and related documents, in a form approved by the City Attorney, and secure all necessary owner signatures on the loan documents. Original loan documents will be sent to the Director or designee/assigned personnel, for loan servicing.

I. PROCUREMENT AND CONTRACTOR SELECTION

1. Procurement: The City will coordinate with the property owner to obtain at least three estimates from qualified contractors for the rental rehabilitation project. The property owner(s) is responsible for obtaining estimates for repairs. Estimates must be submitted in the form prescribed by the Director or designee/assigned personnel. The City will establish limits on the length of time available for the applicant to obtain bids. Failure to obtain bids in a timely manner may be grounds for suspension from the program.
2. Selection: In accordance with HOME Program and MPMC Chapter 3.100, the contractor who is considered to be the lowest responsible bidder, is not listed on the System for Award Management (SAM) debarred list, and is cleared by the Contractor's State Licensing Board will be awarded the contract. The applicant must choose the lowest responsible contractor to perform the work. The applicant cannot pay any bonus fee or any other consideration to the contractor except for the bid price and any change orders consistent with the HOME Program and approved by the City.
3. Contractor Insurance/License File: The City will maintain a file for the Contractor performing work pursuant to the terms and conditions of this program. The file must include the following information:
 - a. Contractor's social security number or federal tax ID number;
 - b. Copies of the Contractor's current liability and worker's compensation insurance policies;
 - c. Copy of City Business License;
 - d. A list of all of the sub-contractors (including license number) to be used by the General Contractor; and
 - e. Federal Lobbyist Certification.

Any contractor with lapsed insurance or contractor's license must be removed from the job until it is able to provide proof of current insurance and/or license. All contractors are required to obtain a City Business License before the City issues a building permit.

4. Ineligible Contractors: Neither the City nor the applicant(s) can contract for rehabilitation work, to be paid for in whole or in part with proceeds from a Loan or Grant, to any contractor who is not a California licensed contractor, who cannot produce sufficient evidence of current Worker's Compensation and Liability Insurance coverage, who is on the System for Award Management Debarred Contractor list, or is otherwise ineligible for contract work. All owner/builders, or any member of the applicant's family, are considered ineligible regardless of credentials or license. Any ineligible contractor found working at the job must be removed immediately, without compensation.

5. Award of Contract

- a. Notification: The City will notify the contractor in writing of the award of contract and establish a time for the pre-construction conference.
- b. Rehabilitation Construction Contract: The contract, for the approved rehabilitation work will be prepared by the City and be executed by the property owner and the selected contractor. The City may require the inclusion of certain contractual terms in accordance with HUD and/or City requirements.
 - i. Davis-Bacon Wage Requirements: If the property contains 12 or more units, Davis-Bacon requirements will be followed.
 - ii. Disputes: In the event of any dispute arising under this program, the injured party must notify the injuring party in writing of its contentions as specified under the contractor agreement between the property owner and the contractor.
 - iii. Private Arrangements: The City will not compensate the contractor for any work not authorized pursuant to the Program.
 - iv. Upgrades: The applicant cannot contract for paying for any upgrades that are not eligible under the Program.

6. Pre-construction Meeting

Before construction, the City will arrange a pre-construction meeting, which must be attended by the contractor, subcontractor(s) if applicable, the property owner, and the Director or designee/assigned personnel. The purpose of this meeting is to explain all applicable HUD and/or City requirements including Davis-Bacon Requirements, as applicable, explain all Program requirements and procedures, coordinate and schedule the work start date, and answer questions related to contract documents.

7. Start of Construction

No work can commence until a "Notice to Proceed" is issued to the contractor, signed by the property owner and the Director or designee/assigned personnel. In addition, no work can commence until the City issues applicable permits.

8. Progress Payments to Contractor and City Inspections

- a. Inspections and Complaints: To ensure the integrity of the authorized repair work, the Director or designee/assigned personnel will conduct site inspections before the issuance of progress payments and prepare inspection reports that identify any deficiencies in a contractor's materials or workmanship. These reports must be reviewed and signed by the Rental Owner. The Director or designee/assigned personnel may make regular and/or unannounced inspections of work in progress to identify the quality of work and assess satisfaction of the property owner(s).
- b. Payment Request Packages: The Contractor must submit payment request packages to the City in format required by the Director or designee/assigned personnel. All requests should be signed by the contractor, Rental Owner, and Director or designee/assigned personnel, certifying that the work has been satisfactorily completed. All pertinent invoices, releases certifications, and copies of applicable permits must be attached to the payment request. Final payment request must also include the owner's certification of acceptance, notice of completion, and certificate of occupancy (or similar form as determined by the Director or designee/assigned personnel). Payment request packages must be submitted to the City for approval. A maximum of four progress payments minus 5% retention may be submitted. The final payment for the 5% retention may be submitted in addition to any progress payments. The final payment for the 5% retention will be paid 35 days after the Notice of Completion is recorded

PART III GENERAL PROGRAM REQUIREMENTS

A. Program Area Eligibility

To be eligible for the Housing Rehabilitation Program, the property to be repaired must be used for residential purposes and located within the City's jurisdiction. To increase program participation, the City will focus a marketing campaign geographically on low- and moderate- income neighborhoods where feasible as well as marketing the program throughout the City.

B. Ineligible Property Types

1. Properties previously financed with HOME during the affordability period cannot receive additional HOME assistance unless assistance is provided during the first year after project completion.
2. HOME funds may not be used for development, operations or modernization of public housing financed under the 1937 Act (Public Housing Capital and Operating Funds).
3. Projects assisted under 24 CFR Part 248 (Prepayment of Low-Income Housing Mortgages) may not receive HOME funds, unless assistance is provided to "priority purchasers" of such housing.
 - a. A priority purchaser is a resident council organized to acquire a project in accordance with a resident homeownership program, or any nonprofit organization or state or local agency that agrees to maintain low-income affordability restrictions for the remaining useful life of the project. Organizations or agencies affiliated with a for-profit entity for the purposes of purchasing a property do not qualify as priority purchasers.

C. Minimum Property Rehabilitation Standards

All work performed under the Residential Rehabilitation Program must meet all applicable standards contained in the Monterey Park Municipal Code ("MPMC") including, without limitation, zoning regulations; the California Fire Code; the California Building Code; and similar codes adopted by reference within the MPMC.

D. Eligible Rehabilitation Activities

The following are eligible rehabilitation activities under this program. All rehabilitation activities must comply with MPMC requirements. Building permits, where required, will be included as part of a grant or loan request. Those listed under (1), below, must be brought up to code before items in the list number (2) can commence.

An applicant may choose to upgrade the material being used; however, the applicant will be required to pay the difference between the standard grade material commonly specified and the upgraded material.

1. Rehabilitation Needs Which Warrant **Priority** Repair

(NOTE: This list of eligible improvements is not exhaustive. The Director or designee/assigned personnel maintains the discretion to determine eligibility of particular improvements.)

For each eligible property, the following health and safety items and code violations will be given priority for rehabilitation and must be addressed before all other home repairs:

- a. Repair or replace roof;
- b. Repair foundation;
- c. Repair or replace electrical wiring;
- d. Repair or replace plumbing: (strapping & venting of water heater required);
- e. Repair or replace inadequate heating system;
- f. Repair or replace inoperable water heaters;
- g. Eliminate and repair termite, dry rot and/or rodent damage;
- h. Remove lead-based paint hazards affected by the proposed work;
- i. Install home protection measures and home security devices such as deadbolt door hardware (burglar alarms and window security bars are not eligible);
- j. Eliminate specific conditions detrimental to public health and safety that have been identified by City Inspectors;
- k. Install smoke alarms;
- l. Correct maintenance or code violations. Violations resulting from deliberate actions performed by the property owner without City approval such as illegal room additions or garage conversion are not eligible for assistance; and
- m. Correct violations of applicable model codes adopted by Title 24 of the California Code of Regulations, as adopted by the MPMC.

2. Eligible Renovation

(NOTE: This list of eligible improvements is not exhaustive. The Director or designee/assigned personnel maintains the discretion to determine eligibility of particular improvements.)

Repairs that may be eligible through the Program are:

- a. Cost effective energy conservation measures;
- b. Removal of lead-based paint hazards not affected by the proposed work;
- c. Removal of barriers to the handicapped;
- d. Repair/replace air conditioning unit for seniors over 62, or non-seniors with a doctor's statement;
- e. Repair/replace screens;
- f. Install new insulation;
- g. Repair/replace kitchen and bath flooring, linoleum type only;
- h. Repair/replace bath fixtures;
- i. Repair/replace countertops (Formica at kitchen only);
- j. Repair/replace windows and doors;
- k. Repair/replace stucco;
- l. Painting;
- m. Repair/replace badly worn carpet;
- n. Repair/replace dilapidated kitchen or bath cabinets;
- o. Concrete driveway;
- p. Retaining walls where necessary to mitigate a safety hazard; and
- q. Drought resistant landscaping improvements

3. Ineligible Renovation

(Note: This list of *ineligible* improvements is not exhaustive. The Director or designee/assigned personnel maintains discretion to determine eligibility of particular improvements.)

The following improvements are not eligible for financing through the Residential Rehabilitation Program. On a case-by-case basis, the Director or designee/assigned personnel may consider one or more these items eligible for rental projects only.

- a. New construction or remodeling of the existing dwelling;
- b. Reimbursement for an owner's personal labor;
- c. Appliances (except built-in stove, cook top, oven, overhead exhaust and garbage disposal);
- d. Purchase, installation, or repair of furniture;
- e. Demolition that does not improve the existing structures;
- f. Free standing concrete block walls;
- g. Repairs that are interim in nature;
- h. Wrought iron security devices
- i. Recreational equipment, facilities, or repairs; Kennels;
- j. Bath house, swimming pools, saunas, hot tubs, Jacuzzis;
- k. Photomurals, stands, television antennas, valances, cornice boards;
- l. Waterproofing;
- m. Burglar alarm;
- n. Fire extinguishers;
- o. Greenhouses;
- p. Decorative roofing;
- q. Drapes;
- r. Barbecue pits;
- s. Landscaping (unless functional and related to other rehab work or replacement of existing landscaping with drought tolerant landscaping); and
- t. Any items considered being luxury items as determined by the staff.

F. Historical and Environmental Review

The Director or designee/assigned personnel review all properties participating in the program to determine if any structure on the property is older than 50 years and or further environmental review is necessary in accordance with California Environmental Quality Act (CEQA) or, if applicable, the National Environmental Protection Agency (NEPA). For those properties containing improvements older than 50 years, the City will prepare a Basic Property Identification Form for the subject property and attach required photographs for submittal to the State Office of Historic Preservation (SHPO). Any conditions imposed by SHPO for the rehabilitation of the property must be adhered to.

G. Lead Based Paint

1. Per HOME program regulations, rehabilitation projects that exceed \$25,000 in federal assistance require complete abatement of all lead containing elements. Rehabilitation projects assisted with federal funds in excess of \$5,000, but not more than \$25,000 are required to be tested for lead and only those items that contain lead and are being disturbed as part of the rehabilitation work have to be addressed through interim controls or abatement. A minimum of two bids will be sought from lead-certified companies for the remediation/abatement of each project, as required. The lowest bid shall be utilized.
2. The City as part of the program process will provide a “Protect Your Family” lead-based paint hazard brochure to all program participants (homeowners and tenants). On projects that are funded with HOME Program funds, a lead paint inspection must be conducted by a licensed company contracted by the City. The City will comply with all requirements under Title X of HUD’s lead paint regulations. Additional requirements as established by the U.S. Department of Housing and Urban Development shall be included as part of the requirements under this section.

H. Davis-Bacon Requirements

In accordance with HOME Program Entitlement Grant Regulations, Davis-Bacon requirements apply to the rehabilitation of residential property only if such property contains 12 or more units.

I. Property Maintenance

Homeowner(s) and Rental Owner(s) is/are responsible for property maintenance during the rehabilitation work (contractor is responsible for keeping the property clean of all construction material) in conformance with the MPMC. Homeowner(s) and Rental Owner(s) are responsible for insuring that the rehabilitation work is not impeded because of improperly maintained property or general sloppiness, and those items of value, including pets, is secured. The City will require that the contractor and his/her employees provide adequate protection to the Homeowner(s) and Rental Owner(s) property, both interior and exterior, during the rehabilitation process.

J. Property Tax Bills

Current property tax bills for the assisted property must be submitted to the City as part of the application process. The Homeowner(s) or Rental Owner(s) is/are responsible for insuring that the property taxes are current and remain current for duration of the loan or grant period. If a Homeowner(s) and Rental Owner(s) property tax statement indicates a delinquency at the time of the Program application, the City will not proceed with application processing until it is supplied with a Certificate of Redemption from the Los Angeles County Tax Assessor’s Office or other appropriate documentation of proof of payment.

K. Notice of Completion

The City is responsible for executing and recording a Notice of Completion within 30 days of the completion of the work.

L. Loan Risk Assessment

The Director or designee/assigned personnel will conduct risk assessment for all financial assistance being requested. The Director or designee/assigned personnel may request additional credit information or property appraisal in order to assess the City's positions with respect to the financial assistance being requested. The Director or designee/assigned personnel may refuse to provide financial assistance due to a foreclosure, bankruptcy, and position of the loan or other property/applicant issues affecting the loan.

M. Default

1. City as Senior Lien-Holder

When the City is in a first position (senior lien holder) active collection efforts will begin on any loan that is 31 or more days in payment delinquency. Attempts will be made to assist the Homeowner or Rental Owner in bringing and keeping the loan current. In the event the borrower has not corrected payment delinquencies for a period of (90) ninety days, the Director or designee/assigned personnel will proceed in a fair and equitable manner and take whatever action the Director or designee/assigned personnel deems appropriate in respect to all known facts and considerations. If foreclosure is deemed appropriate and necessary by the City Council, the City Attorney with all known facts pertaining to the case may process foreclosure proceedings in a manner prescribed by law. The Director or designee/assigned personnel will consider the following factors before initiating foreclosure:

- a. Can the loan be cured (brought current or paid off) by the owner without foreclosure?
- b. Can the owner refinance with a commercial lender and pay off the City?
- c. Can the owner sell the property and pay off the City?
- d. Does the balance warrant foreclosure?
- e. Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If foreclosure is pursued, the owner will receive a (30) thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the City to prevent foreclosure.

At the end of thirty days, the Director or designee/assigned personnel will contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and makes all necessary notifications to the owner and junior lien holders. The service will advise the Director or designee/assigned personnel of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Director or designee/assigned personnel informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Director or designee/assigned personnel would then contact a real estate broker to market the home.

2. City as Junior Lien-Holder

It is the City's policy to prepare and record a "Request for Notice" on all junior liens (any lien after the first position) placed on properties financed by a loan or loans through publicly funded program(s). This document requires any senior lien holder to notify the lender (City) of initiation (recording of a "Notice of Default") of a foreclosure only. This is to alert the junior lien holder that they are to monitor the foreclosure with the senior lien holder. When the City is in a third position and receives notification of foreclosure from only one senior lien holder, it would be in their best interest to contact both senior lien holders regarding the status of their loans.

The junior lien holder may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges, advances (fire insurance premiums, property taxes, property protection costs, etc.), and foreclosure costs (fees for legal counsel, recordings, certified mail, etc.)

Once the City has the information on the reinstatement amount, the Director or designee/assigned personnel must then determine if it is cost effective to protect their position by reinstating the senior lien holder, keeping them current by submitting a monthly payment thereafter, foreclosing on the property possibly resulting in owning the property at the end of foreclosure, protecting the property against vandalism, and paying marketing costs (readying the home for marketing, paying for yard maintenance, paying a real estate broker a sales commission).

If the Director or designee/assigned personnel decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Director or designee/assigned personnel fails to reinstate the senior lien holder before five (5) days before the foreclosure sale date, the senior lien holder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Director or designee/assigned personnel determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the City's lien may be eliminated due to insufficient sales proceeds.

N. Bonus, Commission or Fee

The Homeowner or Rental Owner cannot pay any bonus commission or fee for the purpose of the grant application or for any other approval or concurrence as may be required by HUD, or the City, pursuant to the provisions of this Program.

O. Conflict of Interest

No Program financial assistance will be provided to any member of the governing body of HUD, or the City of Monterey Park, who is in connection with the administration of the Program. No member of the above organizations can have any interest, direct or indirect, in the proceeds from the Program financial assistance or in any contract entered into by the applicant for the performance of the work, financed, in whole or in part, with the proceeds of the financial assistance provided through the Program.

P. Disclosure of Information

As a public entity, the City is subject to all applicable provisions of the California Public Records Act. Except to the extent financial or tax information may be exempt from disclosure, all documents for Loans or Grants are public records subject to disclosure.

Q. Equal Opportunity Policy

The City will not discriminate based upon sex, age, race, creed, color, religion, national origin, marital status, ancestry or physical handicap in the awarding of the contract for rehabilitation of property assisted by a Program grant or loan.

The City will not discriminate upon the basis of sex, age, race, creed, color, religion, national origin, marital status, ancestry or physical handicap in accepting applications and processing Program grants or loans.

R. Insurance Requirements

Homeowner(s) and Rental Owner(s) are obligated to carry sufficient fire insurance coverage on the property to be rehabilitated under the provisions of this Program. Before any grant assistance, minimum fire insurance coverage must be provided in an amount that is equivalent to the value of the dwelling including rehabilitation improvements. This requirement may be waived for emergency repairs, at the discretion of the Director or designee/assigned personnel.

S. Substitution of Contractor

In the event that the selected contractor fails or refuses to complete the work in a professional and workmanlike manner as set forth in the Rehabilitation Construction Contract, including its General Conditions and Standard Specifications, or fails to use due diligence in performing the required work, the City or Homeowner or Rental Owner may terminate the Rehabilitation Construction Contract, upon providing proper notice to such contractor. The City will assist the Homeowner or Rental Owner in completing the necessary termination document as needed. No further rehabilitation is to commence until the Request for Substitution of Contractor and Termination of Contract Form, releasing the original contractor from his/her contractual obligations, is on file at the City, and a new contract is signed between the substitute contractor and the Homeowner or Rental Owner(s). A substitute contractor must be selected in the same manner as the original contractor or selected as the next lowest responsible bidder from the original solicitation for bids.

The Director or designee/assigned personnel must inspect the job and compile a list of incomplete or unacceptable items to determine the extent of work to be completed by the substitute contractor. A meeting will be held between the Director or designee/assigned personnel, Homeowner or Rental Owner(s) and the original contractor to establish a method of contractor payment and prepare and official Request for Substitution of Contractor Form signed by both Homeowner or Rental Owner(s) and the original contractor. Funds withheld from the original contractor must be identified on the form. The original contractor must provide lien releases and invoices from itself and from the original subcontractor(s). The Director or designee/assigned personnel must prepare a revised Work Write-up based upon the City's inspection findings, which contains only those items necessary to complete the job. The Director or designee/assigned personnel may obtain a substitute contractor willing to perform such work, and, to the extent possible, negotiate the total contract price with the new contractor to assure that the new contract does not exceed available grant funding. A new Rehabilitation Construction Contract, Notice to Proceed, and Waiver and Hold Harmless Agreement shall be prepared by the City and appropriately signed.

T. Applicant Complaint Resolution Process

Complaints concerning the Program should first be made to the Director or designee/assigned personnel. If unresolved to the satisfaction of the applicant, an appeal may be made, in writing, to the City Manager, or designee. The City Manager's decision is final; there is no right for an appeal to the City Council.

U. Program Amendments

Amendments to these guidelines may be made from time to time by the City Council. The City Manager is authorized to promulgate administrative policies and procedures ("AP&P") to implement this Program in accordance with HUD requirements and approved as to form by the City Attorney.

EXHIBIT A

2016
HOME PROGRAM
MAXIMUM INCOME LIMITS

Household Size	Very Low-Income (0-50% of Median)	Low to Moderate-Income (51-80% of Median)
1	\$30,400	\$48,650
2	\$34,750	\$55,600
3	\$39,100	\$62,550
4	\$43,400	\$69,450
5	\$46,900	\$75,050
6	\$50,350	\$80,600
7	\$53,850	\$86,150
8	\$57,300	\$91,700
<i>The income limits are published by the U.S. Department of Housing and Urban Development and are subject to change annually.</i>		

EXHIBIT B

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

Part 5 Inclusions

This table presents the Part 5 income inclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

General Category	(Last Modified: January 2005)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except for certain exclusions, listed in Income Exclusions, number 14).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except for certain exclusions, listed in Income Exclusions, number 3).
6. Welfare Assistance	Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income: • Qualify as assistance under the TANF program definition at 45 CFR 260.31; and • Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c). If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: • the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus: • the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special pay, and allowances of a member of the Armed Forces (except as provided in number 8 of Income Exclusions).

Part 5 exclusions – For HOME Activities

This table presents the Part 5 income exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

General Category	(Last Modified: January 2005)
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (except for certain exclusions, listed in Income Inclusions, number 5).
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Income from a Disabled Member	Certain increase in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671 (a)).
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
8. "Hostile Fire" Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Self-Sufficiency Program Income	a. Amounts received under training programs funded by HUD. b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time. e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparation Payments	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from Full-time Students	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
13. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
14. Social Security & SSI Income	Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.



City Council Staff Report

DATE: April 5, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-F.

TO: The Honorable Mayor and City Council
FROM: Tito Haes, Interim Director of Public Works
SUBJECT: Lease of Fox Field Property to T.E. Roberts, Inc.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the Interim City Manager to execute a Lease Agreement, in a form approved by the City Attorney, with T.E. Roberts, Inc. for the Fox Field Property located at 2450 North Charlotte Avenue in the City of Rosemead, for a three-month period, for a total fee of \$300; and
2. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

Since the proposed work involved minor alterations to existing public facilities, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

EXECUTIVE SUMMARY:

T.E. Roberts, Inc. is seeking to lease the City's Fox Field property, located at 2450 N. Charlotte Ave., Rosemead, CA 91770, for \$100 per month for a term of 3 months.

BACKGROUND:

T.E. Roberts, Inc., a general engineering contractor, is requesting to lease a portion of the Well #5 property that is located at 2450 N. Charlotte Ave., Rosemead, CA 91770 (Fox Field Property) for the staging of a water development project for Golden State Water Company, in the City of Rosemead. They would use the property to store construction equipment and material such as pipes.

The Fox Field property in its entirety was previously leased to Acosta Growers, a commercial grower, for \$508.61 per month. T.E. Roberts requires only one-fifth of the 1.95 acre property and the proposed monthly lease is \$100 (i.e., one-fifth of \$508.61). T.E. Roberts would grade the section near the gate to the street to allow for the access of their vehicles and install rock around the perimeter to provide a safe and durable driving path. T.E. Roberts would also remove any above ground piping and other

appurtenances on the leased area of the property to allow for the storage of its vehicles and equipment. These improvements would be beneficial to the Water Division for the maintenance of the Fox Field property and are estimated at approximately \$50,000 worth of work.

FISCAL IMPACT:

The revenue to be generated from the lease of the Fox Field Property to T.E. Roberts would be \$300 for the 3-month term.

Respectfully submitted by:

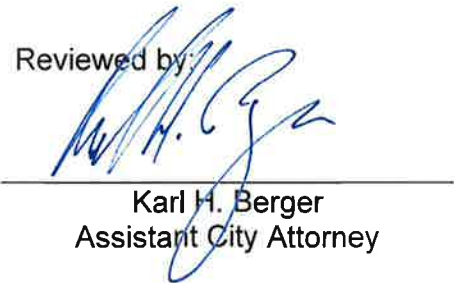

Tito Haes
Interim Director of Public Works

Prepared by:

Frank Heldman
Water Utility Manager

Approved by:


Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. Lease Agreement and Exhibits A & B

ATTACHMENT 1

Lease Agreement

**LEASE AGREEMENT BETWEEN THE
CITY OF MONTEREY PARK AND
T.E. ROBERTS, INC.**

THIS LEASE is made and executed this 5th day of April, 2017, between CITY OF MONTEREY PARK, a municipal corporation and general law city ("CITY"), and T.E. Roberts, Inc., a California Contractor ("LESSEE").

1. RECITALS. This Lease is made with reference to the following facts and objectives:

A. CITY desires to lease to LESSEE an area of approximately 1/5 of the total 1.95 acres, comprising a portion of the property owned by the City of Monterey Park known as Fox Field ("Property"), located at 2450 North Charlotte Avenue, in Rosemead, California.

2. LEASE; DESCRIPTION OF PROPERTY. CITY leases to LESSEE to use, on the terms and conditions of this Lease, portions of real property identified in attached Exhibit "A" ("Property"), which is incorporated by reference.

3. RENT. LESSEE agrees to pay to CITY as rental for the Property the sum of one hundred dollars and zero cents (\$100.00) MONTHLY, payable in advance on the 1st of each month during the term. In addition, the LESSEE will provide work as described in Exhibit "B" ("Site Improvements").

4. TERM. The term of this Lease is three months (3 months).

5. USE OF PROPERTY. Subject to the limitations listed below, LESSEE may use the Property for a staging area for a pipeline construction job. The LESSEE intends to store piping material and construction material on site. The Property may not be used for any other purpose.

6. UTILITIES.

A. LESSEE is responsible directly to the serving entities for all utilities required for its use of the Property. "Utilities" means electricity, gas, telephone services, trash, water, and cable television.

B. LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the Property.

7. TRASH AND GARBAGE. LESSEE will provide and pay all costs for the complete and proper disposal and timely removal of all refuse resulting from its operations. LESSEE will provide and use appropriate covered receptacles for all refuse at the Property. Piling boxes, cartons, barrels or other similar items in view of a public area will not be permitted. LESSEE is responsible for the proper disposal of its refuse in such a manner as not to contaminate or restrict sewer lines.

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

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

10. POSSESSORY INTEREST TAXES. LESSEE is informed by CITY pursuant to Revenue & Taxation Code § 107.6 that its property interest in the Property may be subject to property taxation if created and that LESSEE may be subject to the payment of property taxes levied on its interest. LESSEE may not deduct such amount from payments to CITY.

11. QUIET ENJOYMENT. CITY agrees that LESSEE, upon making payments to be paid by LESSEE under the terms of this Agreement and upon observing and keeping the agreements and each of the covenants of this Lease will lawfully and quietly hold, occupy, and enjoy the Property during the term of this Lease.

12. CITY'S LIMITED WARRANTY. CITY warrants that it is under no disability, restriction or prohibition, whether contractual or otherwise, with respect to its right to execute this agreement and perform its terms and conditions and has the legal right, power and authority to grant all of the rights granted herein.

13. TERMINATION. This Lease may be terminated as follows:

- A. At the expiration of the term;
- B. Upon mutual written agreement between the parties;
- C. At the end of three (3) months if either party gives one (1) month notice to the other of its intent to terminate this Lease;
- D. Upon the Property being condemned; or

E. Should LESSEE materially breach this Lease and fail to cure such breach within thirty (30) days of being notified by CITY regarding such breach to CITY's reasonable satisfaction.

14. CONDITION OF PROPERTY UPON TERMINATION. Upon termination of this Lease for any reason, LESSEE will vacate the Property and deliver it to CITY in good order and condition, damage by the elements, earthquake, and ordinary wear and tear excepted.

15. SALE OR TRANSFER BY CITY. Should CITY, at any time during the term of this Lease, sell, lease, transfer, or otherwise convey all or any part of the Property to any transferee other than LESSEE, then such transfer will be under and subject to this Lease and all of LESSEE's rights hereunder.

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

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

18. NO PUBLIC PROJECT. All rights given to LESSEE pursuant to this Lease are for LESSEE's use of the public property identified herein. Any trespass, use, or other utilization of private property by LESSEE is done at its own risk; LESSEE is not an agent of CITY and this Lease is not intended, nor should it be construed, to constitute a public project.

19. FORCE MAJEURE. Should performance of this Lease be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then it will immediately terminate without obligation of either party to the other.

20. NO FIXTURES. Improvements and facilities that currently exist, or may be constructed during the term of this Lease, will not constitute fixtures attached to the Property. Any such facilities may be removed by LESSEE upon termination of the Lease.

21. ALTERATIONS, MECHANICS' LIENS. Except as provided by this Lease, LESSEE will not make, or cause to be made, any alterations to the property, or any part thereof, without CITY's prior written consent. LESSEE will keep the property free from

any liens arising out of any work performed, material furnished, or obligations incurred by LESSEE.

22. ASSIGNMENT AND SUBLETTING. This Lease may not be assigned, transferred, or sublet by LESSEE, court order, or through any other means. Any such purported transfer will be null and void.

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

15. INDEMNIFICATION.

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

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

C. LESSEE expressly agrees that this hold harmless and indemnification provision is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

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

E. The requirements as to the types and limits of insurance coverage to be maintained by LESSEE as required by Section 24 below, and any approval of such insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by LESSEE pursuant to this Lease, including but not limited to the provisions concerning indemnification.

24. INSURANCE. LESSEE must procure and maintain insurance of the type, for the period, with the coverages and limits, and in accordance with the terms, conditions, and requirements that follow:

A. LESSEE will provide Commercial General Liability, Broad Form General Liability and Business Automobile Liability insurance that meet or exceed

the requirement of ISO Forms GL0002, GL0404 and CA0001, Code 1, respectively, in the most current State of California approved forms, in connection with LESSEE's performance in the amount of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage for each policy coverage.

- B. Commercial General Liability, Broad Form General Liability and Business Automobile Liability policies required in this Lease will be endorsed to name CITY, its officials, volunteers, and employees as "additional insureds" under said insurance coverage, to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto, and to state that the policy(ies) will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. LESSEE will furnish to CITY a certificate of insurance, in the standard form required by CITY, duly authenticated, evidencing maintenance of the insurance required under this Lease and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."

25. COMPLIANCE WITH LAW. LESSEE will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to the Property and will faithfully observe in the use of the Property all applicable laws. The judgment of any court of competent jurisdiction that LESSEE has violated any such ordinance or statute in the use of the Property will be conclusive of that fact as between CITY and LESSEE.

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

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

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

LESSEE at: 306 West Katella Avenue, Unit B, Orange, California 92867

CITY at: 320 West Newmark Avenue, Monterey Park, California 91755

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

29. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that agreements ancillary to this Lease and related documents to be entered into in connection with this Lease 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. GOVERNING LAW. This Lease has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Lease will be in Los Angeles County.

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

32. INTEGRATION. This instrument and its attachments constitute the sole agreement between CITY and LESSEE respecting the Property, the use of the Property by LESSEE, and the specified term, and correctly sets forth the obligations of CITY and LESSEE. Any Lease or representations respecting the Property or its licensing by CITY to LESSEE not expressly set forth in this instrument are void. There is one (1) attachment to this Lease.

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

34. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this

Lease and to engage in the actions described herein. This Lease may be modified by written amendment. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

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

[Signatures on next page]

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

CITY OF MONTEREY PARK

T.E. ROBERTS, INC.

Ron Bow, Interim City Manager

Timonthy Roberts,
President

ATTEST:

Vincent D. Chang,
City Clerk

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

By: _____

Exhibit A
pg 1 of 3

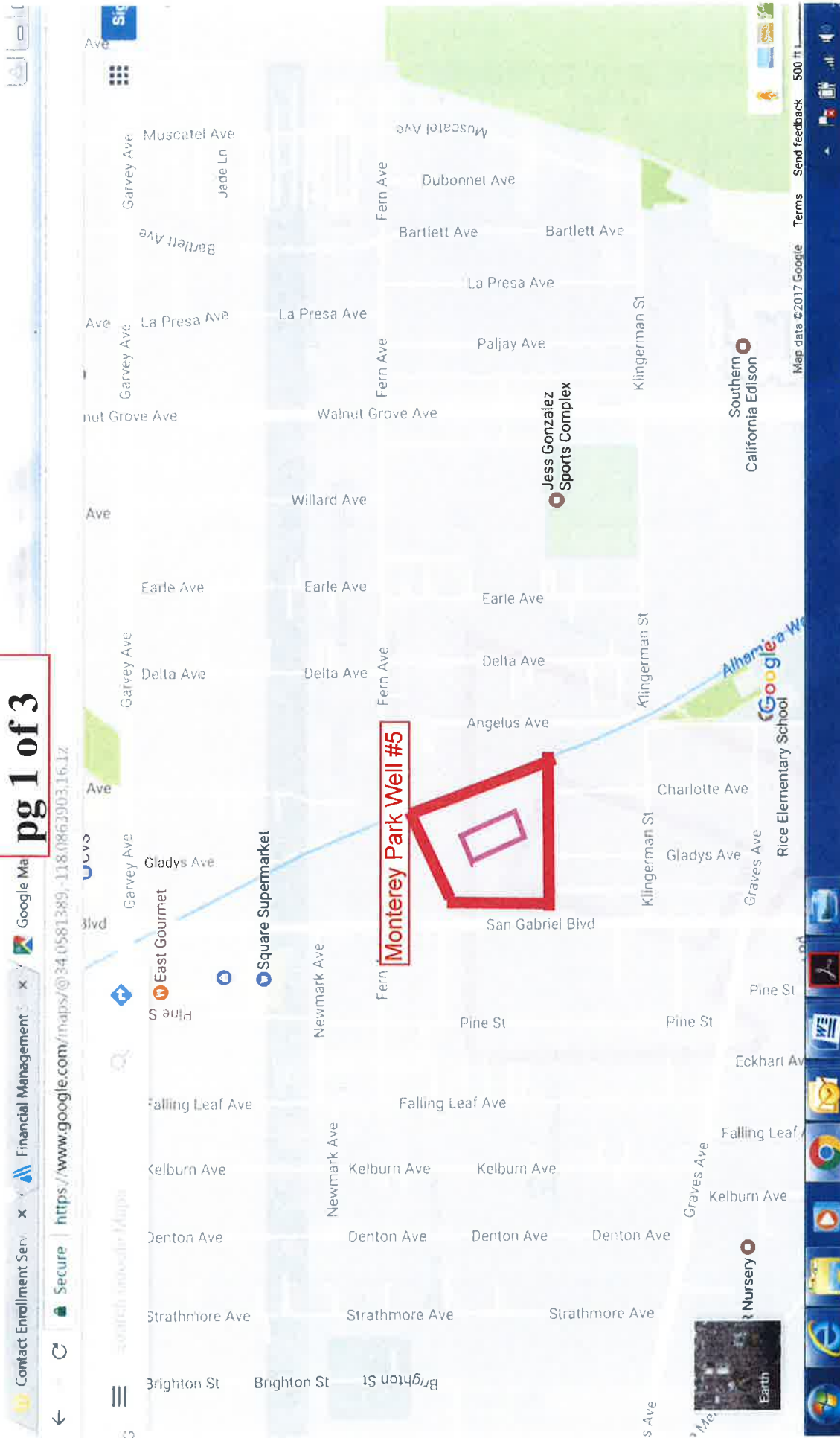


Exhibit A
pg 2 of 3

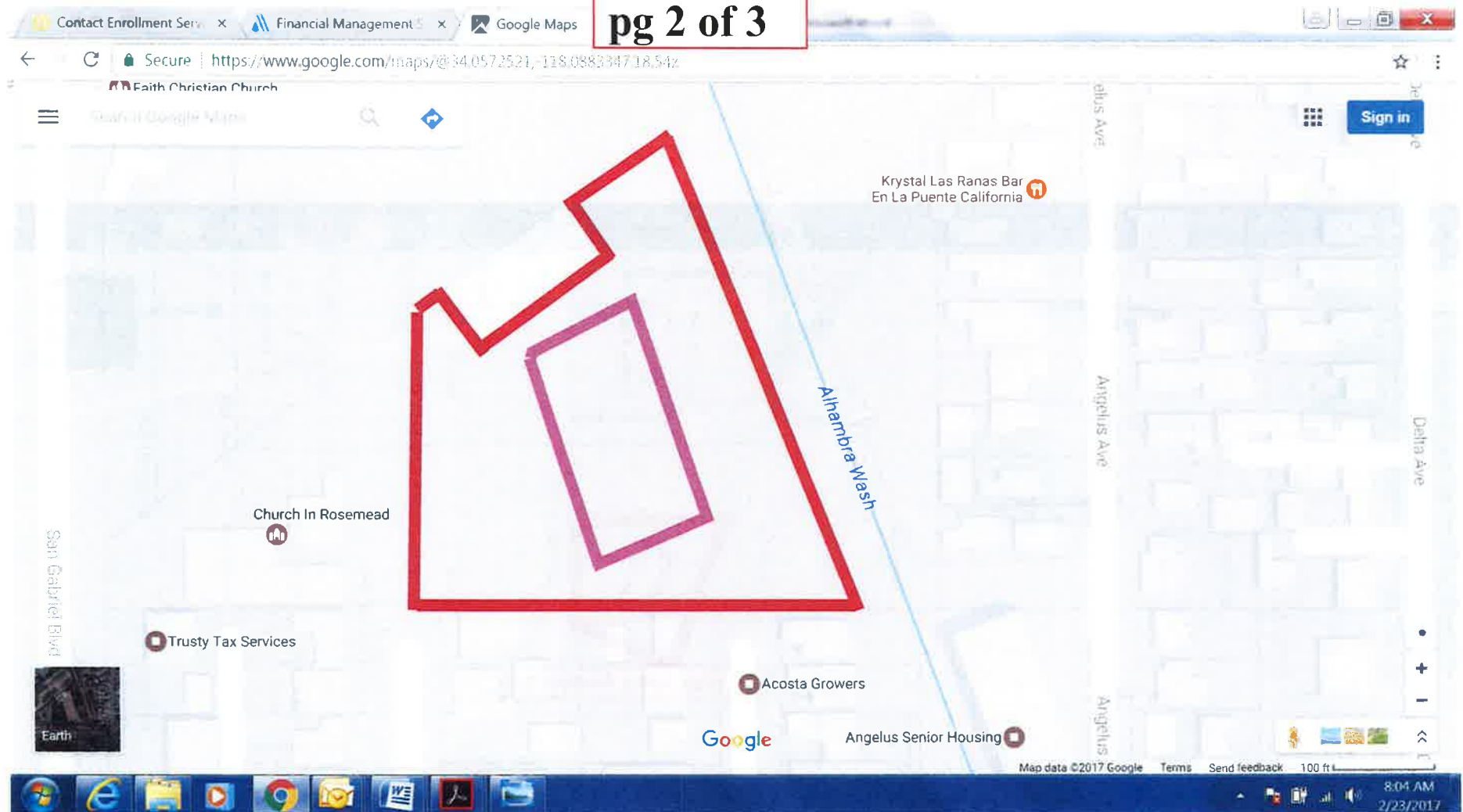


Exhibit A
pg 3 of 3



Authorized Location for Equipment and
Material storage -
Approximately 1/5th of the site.

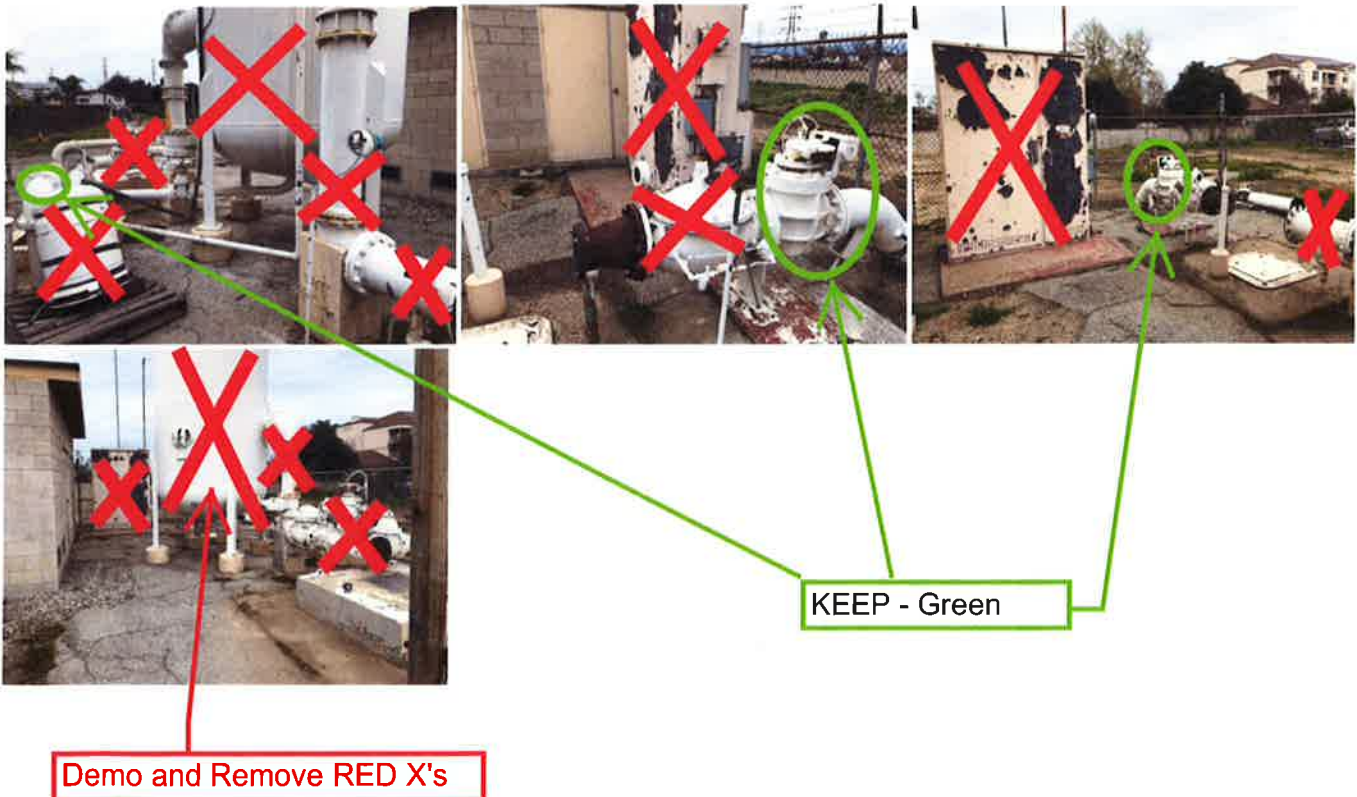
EXHIBIT B

The LESSEE shall Grade and install "ROCK" to provide a safe and durable driving path around the perimeter. Then LESSEE agrees to utilize this area for storage of the equipment and material. The section nearest the gate requires more grading and rock and shall be expanded to accommodate vehicles turning around and parking (approximately the width of 4 -5 lanes). All debris shall be kept off of the asphalt as to NOT track mud, rocks, mulch or other debris from the property to the street.

All vehicles entering and exiting the property shall obey the traffic laws and use extreme caution. In addition, all drivers must not disrupt the neighbors. During the early morning hours, the noise must be kept to a minimum. Do not activate the REVERSE warning alarms on vehicles in the early hours of the morning. LESSEE agrees to park the vehicles in a manner to drive only forward.



LESSEES agrees to demolish and remove the above ground piping and other appurtenances as identified by the CITY. Most of the items are pictured below. The items to be removed will be clearly marked as well as the items that are to remain.





City Council Staff Report

DATE: April 5, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-G.

TO: The Honorable Mayor and City Council
FROM: Tito Haes, Interim Director of Public Works
SUBJECT: Purchase of Bulk Chemicals for Water Division

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute agreements, in a form approved by the City Attorney, with Brenntag Pacific, Inc., Gallade Chemical, Inc., JCI Jones Chemical, Inc., and Miles Chemical Company for the purchase and delivery of bulk chemicals in a combined total not to exceed \$340,000; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Water Division requires a number of chemicals to treat the City's groundwater supply. Pursuant to Monterey Park Municipal Code Chapter 3.20, a bid for the purchase and delivery of bulk chemicals was completed on March 17, 2017. Staff requests City Council authorization for the Interim City Manager to execute agreements with Brenntag Pacific, Inc., Gallade Chemical, Inc., JCI Jones Chemical, Inc., and Miles Chemical Company for the purchase of chemicals for the Water Division in a combined total not to exceed \$340,000.

BACKGROUND:

The Public Works Water Division requires chemicals including hydrogen peroxide, sodium hydroxide, hydrochloric acid, sodium hypochlorite and sodium chloride for its water treatment operations. On February 7, 2017, staff released the notice inviting sealed bids for the purchase and delivery of bulk chemicals. The bid package was sent to 9 companies that supply at least one of the specified chemicals within 30 miles of Monterey Park. The bid was also posted on the City's website. Four companies responded to the bid: Brenntag Pacific, Inc., Gallade Chemical, Inc., JCI Jones Chemical, Inc., and Miles Chemical Company. A summary of their costs is provided in the following table:

CHEMICAL	Cost per Unit			
	Brenntag Pacific	Gallade	JCI Jones	Miles
50% Hydrogen Peroxide	\$3.78/gallon			
25% Sodium Hydroxide	\$1.82/gallon		\$1.25/gallon	\$1.52/gallon
31.5% Hydrochloric Acid	\$1.08/gallon			\$1.07/gallon
12.5% Sodium Hypochlorite	\$3.65/gallon*			\$2.26/gallon
Sodium Chloride	\$0.25/lb.	\$0.21/lb.		\$0.23/lb.
Fuel Charge	No Charge	No Charge	No Charge	\$39/delivery

*Based on 200 or more gallons. Annual estimate is 12,000 gallons.

Only Brenntag Pacific is able to supply all the requested chemicals. Its costs, however, are higher for chemicals that are available from other vendors. Gallade Chemical can only provide sodium chloride and its cost is the lowest for this chemical. Similarly for JCI Jones Chemical, it can only supply sodium hydroxide and its proposed cost is the lowest. Miles Chemical can supply four of the five chemicals and proposes the lowest cost for two of the chemicals: hydrochloric acid and sodium hypochlorite.

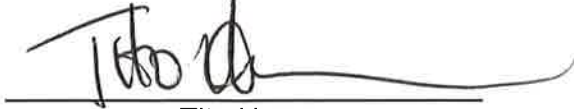
Because each bidder has proposed the lowest cost for at least one chemical, staff is recommending award of contract to all four companies: Brenntag Pacific, Inc. (50% Hydrogen Peroxide), Gallade Chemical, Inc. (Sodium Chloride), JCI Jones Chemical (25% Sodium Hydroxide), and Miles Chemical Company (31.5% Hydrochloric Acid and 12.5% Sodium Hypochlorite).

The cost for chemicals for the remainder of FY2017 is estimated to be \$40,000 for a total estimated expenditure of \$300,000 for FY2017. The expenditure for FY2018 is estimated to be \$300,000. The award of contract to the four companies combined would not exceed \$40,000 for FY2017 and \$300,000 for FY2018.

FISCAL IMPACT:

The FY2017 budget includes funds for the purchase and delivery of bulk chemicals. The funding sources for the purchase of these chemicals are operations and treatment funds: 0092-801-4222-23300, 0092-801-4226-23300, 0093-801-4227-23300, 0093-801-4228-23300, 0093-801-4229-23300, and 0093-801-4232-23300. Costs for hydrogen peroxide, sodium hydroxide and hydrochloric acid will be reimbursed by the Water Quality Authority (WQA) per the requirements to cleanup the South El Monte Operable Unit (SEMOU) that was contaminated by ground disposal. Staff estimates receiving reimbursement of approximately \$240,000 in chemical costs per year.

Respectfully submitted by:



Tito Haes
Interim Director of Public Works

Prepared by:



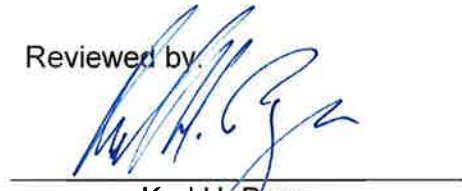
Frank M. Heldman
Water Utility Manager

Approved by:



Ron Bow
Interim City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

Attachments:

1. Bid for the Purchase and Delivery of Bulk Chemicals
2. Brenntag Pacific, Inc. Cost Schedule
3. Gallade Chemical, Inc. Cost Schedule
4. JCI Jones Chemicals, Inc. Cost Schedule
5. Miles Chemical Company Cost Schedule

ATTACHMENT 1
Bid for the Purchase and Delivery of Bulk Chemicals

BID SPECIFICATIONS PURCHASE AND DELIVERY OF BULK CHEMICALS

1. Scope of Work

The Contractor shall provide all necessary labor, materials, equipment and transportation for the delivery of bulk chemicals to the City of Monterey Park water division facilities listed below. All chemicals supplied must be National Science Foundation (NSF) certified. Contractor shall make regular deliveries at each facility as well as providing products *on an as needed basis*.

2. Types of Chemicals

- 50% NSF Hydrogen Peroxide
- 25% NSF Sodium Hydroxide
- 31.5% NSF Hydrochloric Acid
- 12.5% NSF Sodium Hypochlorite
- Sodium Chloride VB Hi-Grade Evaporated Salt, NSF (50 lb. bag)

3. Delivery Locations & Quantities

Delta Plant – 2657 Delta Avenue, Rosemead 91770

Chemical Type	Tank Capacity (Gallons)	Delivery Amount (Gallons)	*Annual Consumption (Gallons)
50% Hydrogen Peroxide	6,000	2,000 – 5,000	118,000
25% Sodium Hydroxide	4,000	1,000 – 2,000	34,885
12.5% Sodium Hypochlorite	1,000	200 – 800	7,500
Sodium Chloride VB Hi-Grade Evaporated Salt, Food Grade (50 lb. bag)	N/A	2450-4900 Pounds (1-2 pallets/50# bags)	58,800 pounds

Well 12 – 8815 Klingerman Street, Rosemead 91770

Chemical Type	Tank Capacity (Gallons)	Delivery Amount (Gallons)	*Annual Consumption (Gallons)
31.5% Hydrochloric Acid	9,000	2,000 – 5,000	60,000

Well 5 – 2450 Charlotte Avenue, Rosemead 91770

Chemical Type	Tank Capacity (Gallons)	Delivery Amount (Gallons)	*Annual Consumption (Gallons)
12.5% Sodium Hypochlorite	300	100 – 200	4,800

*Annual Consumption is an estimate only and not a guaranteed amount.

- E. A written delivery statement shall accompany all shipments and state delivered weight, delivered gallons, specific gravity of the product being shipped and chemical concentration percent of the delivered solution.
- F. At the time of all deliveries, Contractor shall provide all the necessary, fully trained and qualified personnel to be in continuous attendance during the transfer of chemical.
- G. The City will provide one operator to act as observer during connection and disconnection. Contractor shall provide one copy of the delivery statement to City operator prior to connection.
- H. Contractor shall provide all necessary safety equipment required by the hauler.
- I. The Contractor driver is responsible for cleanup of spilled material. Cleanup must be conducted in conformance with EPA, regional and local regulations and ordinances, and product manufacture's recommended clean up procedures. The City only has plant water available for any cleanup. Neutralizing agents, special equipment or chemicals required for clean up must be furnished by the Contractor.
- J. Contractor shall provide the City with the name of the hauling company and safety related provisions set forth between the Contractor and the hauling company.
- K. Chemical deliveries will be refused for any of the following:
 - Incorrect chemical
 - Unsafe delivery vehicle off-loading equipment
 - Chemical not in compliance with the specification
 - Improper flow monitoring equipment

6. Chemical Delivery Unloading Procedures

Upon arrival at City facility:

- A. The driver shall notify the Delta Plant Operator, or the Standby Operator, that he is at the City facility to deliver ordered chemicals. City operator will respond to give access to site.
- B. The driver shall meet the operator at the facility entrance. Chemical shall not be off-loaded until directed to do so by the operator.
- C. The City will provide one operator to act as observer during connection and disconnection. The Contractor's personnel shall provide one copy of the delivery statement to City's operator prior to connection.

**EXHIBIT A
COST SCHEDULE
PURCHASE AND DELIVERY OF BULK CHEMICALS**

Vendors Name: _____

Item A. Chemicals

Provide cost per unit based on the following estimated annual consumption. These estimates are **not** guaranteed amounts:

118,000 gallons	50% NSF Hydrogen Peroxide
34,885 gallons	25% NSF Sodium Hydroxide
60,000 gallons	31.5% NSF Hydrochloric Acid
12,300 gallons	12.5% NSF Sodium Hypochlorite
58,800 pounds	Sodium Chloride VB Hi-Grade Evaporated Salt, NSF

Item	Unit Cost
50% NSF Hydrogen Peroxide	\$
25% NSF Sodium Hydroxide	\$
31.5% NSF Hydrochloric Acid	\$
12.5% NSF Sodium Hypochlorite	\$
Sodium Chloride VB Hi-Grade Evaporated Salt, NSF (50 lb. bags)	\$

Item B. Delivery Cost

	Type	Cost Per Delivery
1	Fuel Charge	\$
2	Other Surcharge (<i>Provide description below</i>):	\$

The undersigned has carefully checked all of the above figures and understands that the City of Monterey Park, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Contractor	
Signature	Name (Print)
Title	Date

Exhibit B
INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2M per occurrence
Business automobile liability	\$1M
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of the most recent ISO-CGL Form Number. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the 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 the City will be excess thereto. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto). Automobile policies must also be endorsed to name the City, its officials, and employees as "additional insureds."

The Contractor must furnish to the City 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 admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's contractor. Failure to provide this form may render the bidder's proposal "nonresponsive."

Date

Bidder

ATTACHMENT 2
Brenntag Pacific, Inc. Cost Schedule

EXHIBIT A
COST SCHEDULE
PURCHASE AND DELIVERY OF BULK CHEMICALS

Vendors Name: Brenntag Pacific, Inc.

Item A. Chemicals

Provide cost per unit based on the following estimated annual consumption. These **approximate quantities** are **not** guaranteed amounts.

118K gallons	50% NSF Hydrogen Peroxide
35K gallons	25% NSF Sodium Hydroxide
60K gallons	31.5% NSF Hydrochloric Acid
12K gallons	12.5% NSF Sodium Hypochlorite
59K pounds	Sodium Chloride VB Hi-Grade Evaporated Salt, NSF

Item	Unit Cost
50% NSF Hydrogen Peroxide	\$ 3.78/Gal
25% NSF Sodium Hydroxide	\$ 1.82/Gal
31.5% NSF Hydrochloric Acid	\$ 1.08
12.5% NSF Sodium Hypochlorite	\$3.65(200+ gals) \$5.80(100gals)
Sodium Chloride VB Hi-Grade Evaporated Salt, NSF (50 lb. bags)	\$ 0.25/#

Item B. Delivery Cost

	Type	Cost Per Delivery
1	Fuel Charge	\$

The undersigned has carefully checked all of the above figures and understands that the City of Monterey Park, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Contractor Brenntag Pacific, Inc.	
Signature Laura Tua Digitally signed by Laura Tua DN: CN = Laura Tua, OU = company01 Date: 2017.03.09 14:57:50 -0700	Name (Print) Laura Tua
Title Bid Specialist	Date March 09, 2017

ATTACHMENT 3
Gallade Chemical, Inc. Cost Schedule

**EXHIBIT A
COST SCHEDULE
PURCHASE AND DELIVERY OF BULK CHEMICALS**

Vendors Name: Gallade Chemical, Inc.

Item A. Chemicals

Provide cost per unit based on the following estimated annual consumption. These *approximate quantities* are *not* guaranteed amounts.

118K gallons	50% NSF Hydrogen Peroxide
35K gallons	25% NSF Sodium Hydroxide
60K gallons	31.5% NSF Hydrochloric Acid
12K gallons	12.5% NSF Sodium Hypochlorite
59K pounds	Sodium Chloride VB Hi-Grade Evaporated Salt, NSF

Item	Unit Cost
50% NSF Hydrogen Peroxide	\$
25% NSF Sodium Hydroxide	\$
31.5% NSF Hydrochloric Acid	\$
12.5% NSF Sodium Hypochlorite	\$
Sodium Chloride VB Hi-Grade Evaporated Salt, NSF (50 lb. bags)	\$ 0.21/ Lb.

Item B. Delivery Cost

	Type	Cost Per Delivery
1	Fuel Charge	\$ 0.00

The undersigned has carefully checked all of the above figures and understands that the City of Monterey Park, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Contractor <u>Gallade Chemical, Inc.</u>	
Signature <u></u>	Name (Print) <u>Mike Gallade</u>
Title <u>Customer Service</u>	Date <u>3/13/2017</u>

ATTACHMENT 4
JCI Jones Chemicals, Inc. Cost Schedule

**EXHIBIT A
COST SCHEDULE
PURCHASE AND DELIVERY OF BULK CHEMICALS**

Vendors Name: JCI Jones Chemicals, Inc.

Item A. Chemicals

Provide cost per unit based on the following estimated annual consumption. These **approximate quantities** are **not** guaranteed amounts.

118K gallons	50% NSF Hydrogen Peroxide
35K gallons	25% NSF Sodium Hydroxide
60K gallons	31.5% NSF Hydrochloric Acid
12K gallons	12.5% NSF Sodium Hypochlorite
59K pounds	Sodium Chloride VB Hi-Grade Evaporated Salt, NSF

Item	Unit Cost
50% NSF Hydrogen Peroxide	\$ NO BID
25% NSF Sodium Hydroxide	\$ 1.25 gallon
31.5% NSF Hydrochloric Acid	\$ NO BID
12.5% NSF Sodium Hypochlorite	\$ NO BID
Sodium Chloride VB Hi-Grade Evaporated Salt, NSF (50 lb. bags)	\$ NO BID

Item B. Delivery Cost

	Type	Cost Per Delivery
1	Fuel Charge	\$ N/A

The undersigned has carefully checked all of the above figures and understands that the City of Monterey Park, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Contractor <u>JCI Jones Chemicals, Inc.</u>	
Signature <u>[Signature]</u>	Name (Print) <u>Colleen Dubose</u>
Title <u>Sales Coordinator</u>	Date <u>3/7/17</u>

ATTACHMENT 5
Miles Chemical Company Cost Schedule

**EXHIBIT A
COST SCHEDULE
PURCHASE AND DELIVERY OF BULK CHEMICALS**

Vendors Name: MILES CHEMICAL CO INC

Item A. Chemicals

Provide cost per unit based on the following estimated annual consumption. These **approximate quantities** are **not** guaranteed amounts.

118K gallons	50% NSF Hydrogen Peroxide
35K gallons	25% NSF Sodium Hydroxide
60K gallons	31.5% NSF Hydrochloric Acid
12K gallons	12.5% NSF Sodium Hypochlorite
59K pounds	Sodium Chloride VB Hi-Grade Evaporated Salt, NSF

Item	Unit Cost
50% NSF Hydrogen Peroxide	\$ —
25% NSF Sodium Hydroxide	\$ 1.52/GAL
31.5% NSF Hydrochloric Acid	\$ 1.07/GAL
12.5% NSF Sodium Hypochlorite	\$ 2.26/GAL
Sodium Chloride VB Hi-Grade Evaporated Salt, NSF (50 lb. bags)	\$ 0.23/10

Item B. Delivery Cost

	Type	Cost Per Delivery
1	Fuel Charge	\$ 39.00

The undersigned has carefully checked all of the above figures and understands that the City of Monterey Park, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Contractor <u>MILES CHEMICAL CO. INC</u>	
Signature <u>[Signature]</u>	Name (Print) <u>KEVIN PITTMAN</u>
Title <u>ACCOUNT MANAGER</u>	Date <u>3/8/17</u>



City Council Staff Report

DATE: April 5, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-H.

TO: The Honorable Mayor and City Council
FROM: Tito Haes, Interim Director of Public Works
SUBJECT: Parks Evening Janitorial Services – Award of Contract

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the Interim City Manager to execute a three year agreement, in a form approved by the City Attorney, with Valley Maintenance Corp., in the amount of \$145,260 for Parks Evening Janitorial Services; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On February 15, 2017, Staff released a Request for Proposal for evening janitorial services for City park restroom facilities. Six bids were received by the March 8, 2017 deadline. Upon review and verification of the bid submittals, three were deemed as compliant, qualified and eligible contractors. Staff is recommending the award of contract to Valley Maintenance Corp., the lowest responsive bidder for a three year contract, with two single year renewal options for a total contract amount of \$145,260.

BACKGROUND:

Evening janitorial services consist of locking and cleaning all City park restroom facilities by the City-wide park closing time of 10:00 P.M. All restrooms are first locked in a designated sequence between 10:00 – 11:00 P.M. The crews then split among the ten park locations to perform trash removal and other specified duties. These services normally conclude by approximately 2:00 A.M. and are performed 365 nights a year. The Contractor reports daily to the Public Works Parks Superintendent, or designee.

RANK	VENDOR	BID AMOUNT
1	ATLAS SERVICE SOLUTION (NR)	\$3,000.00 month
2	VALLEY MAINTENANCE CORP.	\$4,035.00 month
3	SUPERSTAR JANITORIAL (NR)	\$6,172.00 month
4	BOBS CLEANING SERVICE (NR)	\$7,220.00 month
5	COMELAND MAINTENANCE SERVICE CO. INC.	\$8,994.00 month
6	ULTIMATE MAINTENANCE SERVICES INC.	\$9,398.75 month

Of the six responses Staff received, three were deemed non-responsive. Of the remaining responsive proposals, Valley Maintenance Corp. submitted the lowest responsive bid from a responsible bidder.

Xanadu Service Systems is the current vendor performing evening janitorial services in City parks and has performed these duties since January of 2014 with a commendable record of service to the City of Monterey Park. Valley Maintenance Corp. and Xanadu Service Systems recently merged, becoming one corporation - Valley Maintenance Corp. Staff checked Valley Maintenance Corp's submitted proposal and found its business license and Federal employer ID to be current, active and in good standing and the contractor's public agency references were positive. References include the performance of similar janitorial duties for the Cities of La Habra, Riverside, Tustin, Glendora, Irvine, and Redlands.

FISCAL IMPACT:

There is sufficient funding to cover the annual contract amount of \$48,420, in Account Number 0010-801-6517-38250. The total cost for the three-year contract is \$145,260.

Respectfully submitted by:



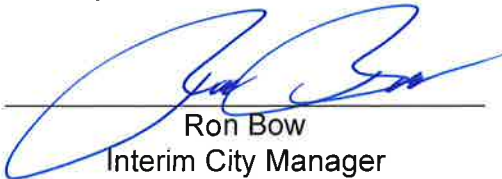
Tito Haes
Interim Director of Public Works

Prepared by:



Chris Reyes
Parks Superintendent

Approved by:



Ron Bow
Interim City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. RFP 17-51 Evening Janitorial Services
2. Proposal – Valley Maintenance Corp.

ATTACHMENT 1
RFP 17-51 Evening Janitorial Services

CITY OF MONTEREY PARK



REQUEST FOR PROPOSALS

RFP NO. 17-51

FOR

EVENING JANITORIAL SERVICES – PARKS DEPARTMENT

KEY RFP DATES

➤ 2/15/17

RFP RELEASE

➤ NONE

MANDATORY WALK-THROUGH / CONFERENCE

➤ 3/1/17

REQUEST FOR CLARIFICATION DEADLINE

➤ 3/8/17 5:00 P.M.

PROPOSAL RESPONSES DUE

CITY OF MONTEREY PARK

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



City Council
Peter Chan
Mitchell Ing
Stephen Lam
Hans Liang
Teresa Real Sebastian

City Clerk
Vincent D. Chang

City Treasurer
Joseph Leon

REQUEST FOR PROPOSALS

A. PROPOSAL INSTRUCTIONS

One (1) original and two (2) copies of your firm's proposal must be submitted by 5:00p.m. on Wednesday, March 8, 2017, to:

City of Monterey Park
Attention: Chris Reyes - Parks Superintendent
Re: RFP No. 17-51
320 West Newmark Avenue
Monterey Park, CA 91754
creyes@montereypark.ca.gov
(626) 307-2506

All inquiries or requests for clarification related to this request for proposal shall be submitted in writing via mail or email to Chris Reyes. Late proposals will not be accepted.

B. INTRODUCTION

- 1) The City of Monterey Park hereby requests proposals from qualified firms, also hereinafter referred to as Contractor, to provide EVENING JANITORIAL SERVICES in City Parks within the City of Monterey Park. Any proposal must be submitted in accordance with the terms, conditions, and specifications contained in this Request for Proposal (RFP). All materials and services included in the services requested by the RFP shall be in compliance with all Federal and State OSHA laws. The City currently has 14 Parks and/or areas of operation. The Contractor shall perform janitorial services at 10 of these locations in accordance with the statement of work contained herein. The work performed on any contract, or maintenance agreement, awarded resulting from this RFP, including typical restroom janitorial/custodial services, with unlocking and locking of restrooms and various access point gates, will be considered routine, recurring and usual.

- 2) This Agreement is for janitorial or custodial services of a routine, recurring, or usual nature. Accordingly, pursuant to 8 California Code of Regulations § 16000, City does not believe Contractor is required to pay prevailing wages. **However, if required by applicable state law including, without limitation Labor Code §§ 1720 (as amended by AB 975 (2001)), 1771, 1774, 1775, and 1776, Contractor must pay its workers prevailing wages. It is Contractor's responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.** Contractors are advised to consider whether services to be performed include classifications subject to state or federal prevailing wage requirements. California State prevailing wage information is available through the California Department of Industrial Relations (DIR) website at: http://www.dir.ca.gov/dlsr/statistics_research.html. Labor categories subject to prevailing wage requirements, when employed for any work on this project, are wholly the responsibility of the firm or individual named in any Agreement approved by the City. City will not assume any responsibility for Contractor's failure to pay prevailing wages in accordance with State law.

C. PROJECT DESCRIPTION

- 1) All services shall be performed by trained and supervised staff in a professional manner in conformance with standard and acceptable business practices. Materials, supplies and equipment furnished by the contractor shall be of equal quality to the most suitable grade of each article as it is used in standard acceptable building maintenance operations, and are subject to the approval of the City.
- 2) The City reserves the right to reject any custodian or supervisor of the Contractor's work force. It is the Contractor's responsibility to replace such rejected workers in a manner that will not affect the execution of contract responsibilities as specified in the contract document.
- 3) The work force must consist of company skilled custodians. The Contractor's crew(s) must be under the supervision of a Contractor-designated Custodial Lead-worker. The designated Lead-worker must have the ability to communicate with City staff in English. In the event of the absence of the regular Lead-worker, it will be the responsibility of the contractor to designate an acting Lead-worker to oversee the crew while performing the maintenance operations specified by the contract.
- 4) All employees must be at least eighteen (18) years of age and thoroughly trained and qualified for the work assigned to them. All employees must be able to follow directions. Employees must also be physically capable of the duties assigned to them.

- 5) Contractor must provide uniforms to the employees who are assigned to do the work on the contract, so that the Contractor's employees may be easily identified. Uniforms must bear the company's name and/or logo, and must present a professional appearance.
- 6) All vehicles and equipment utilized in connection with any resulting contract/agreement must be designated as such. Vehicle must visibly marked with company identification. This logo or insignia must be visible at 100'. Magnetic door signs are acceptable.
- 7) Contractor(s) may not allow on City premises any person who is not an employee or principal with the company, and not currently on duty.
- 8) All assigned personnel must have a State issued personal I.D. on their person at all times. A company I.D. on their person, in addition to the State I.D. is desirable.
- 9) The City shall have and exercise full and complete control over granting, denying, withholding, or terminating clearances for Contractor's employees. Employees whom the City deems careless, discourteous, or who do not meet standards required for security or other reasons, will be prohibited from entering the work areas to perform work.
- 10) The term of any resulting contract/agreement shall be thirty-six (36) months from the date of signing, provided the service remains satisfactory and the Contractor adheres to the conditions of the maintenance contract. The contract may be renewed for an additional twenty-four (24) months upon mutual consent of both parties. At any time, however, this agreement may be terminated by either party by giving written notice of such termination at least thirty (30) days prior to the date of termination.
- 11) Inspections of the City facilities involved in any resulting contract/agreement will be performed at least once a week by the Parks Superintendent, or designee. When contract violations or discrepancies occur, the first warning will be verbal. The second violation for the same type of offense will result in a written warning. Unless satisfactory corrective action occurs within twenty-four (24) hours of notification for successive violations, a Written Notice of Violation will be created. The Written Notice of Violation will become a permanent part of the contractual record, and can be referenced for a possible termination of the contract. If more than three (3) Written Notices of Violation occur within a 30 day period, this will be considered Noncompliance / Default of Contract, and the contract can be terminated.
- 12) The City may, by written notice, terminate the contract for Contractor's default if the Contractor refuses or fails to comply with the provisions of the maintenance contract. Also, if the Contractor fails to cure or correct services not handled properly within the time specified or within any written extension time given by the City, the City may secure the service elsewhere. The Contractor shall be liable to the City for any excess costs incurred. The City reserves the right to prorate monthly payment for areas not cleaned according to bid specifications.

- 13) Contractor shall indemnify, defend, keep, and hold the City harmless from any and all costs, liability, damage, or expenses by anyone by reason of injury to or death of persons, damage to or destruction of property, including property of Contractor, arising out of Contractor's transportation to and from areas of contracted service or action while otherwise engaged in delivery of such contracted service as a proximate result of the acts or omissions of Contractor and Contractor's subcontractors of any tier and its or their directors, officers, servants, agents, employees, or their successors.
- 14) The City does not recognize any holidays as paid for work of Contractor. Services are to be provided 365 nights per year.

D. SCOPE OF SERVICES

The scope of work provided in this RFP shall be used as a guideline; however, it is the contractor's responsibility to provide all necessary services to ensure the project is completed efficiently and in full compliance with applicable procedures and standards. It is the Contractors responsibility to ensure that the highest possible industry standards of cleanliness will be provided, and consistently maintained.

- 1) The contractor must provide all cleaning equipment, supplies, and transportation to and from the City facilities under contract. These items include, but are not limited to: Mops (wet and dry), brooms, brushes, cloths, disinfectant and germicidal products, buckets, trash liners/bags, detergents, waxes, polishes, soaps, bleach, toilet paper, floor buffing machinery, power washers and steam cleaning machines. The City reserves the right set a reasonable standard that must be met on any and all of these items to its satisfaction.
- 2) Contractor will furnish all qualified labor, supervision, materials and equipment to satisfactorily perform the custodial services specified herein at the frequencies and during the time stated. It is intended that the services include all functions normally considered consistent with satisfactory custodial work, whether or not specifically listed herein.
- 3) All services are to be performed beginning at, but no earlier than, 10:00 P.M. PST 365 nights a year. Crews must complete their duties no later than 5:00 A.M. PST.
- 4) The Contractor must promptly notify the contract administrator or designated representative, in a written format acceptable to the contract administrator, of needed repairs and/or damage to fixtures, buildings and appliances observed during the performance of the services. The contractor must immediately report any such item, which becomes lost, missing, broken, or stolen to the contract administrator. Notification of such findings may be made by phone call, or text message to the contract administrator. Any item of a critical, priority, or emergency nature will be verbally reported immediately upon discovery, with written notification to follow before the end of the work shift (5:00 A.M. PST).

- 5) Contractor shall provide coverage for emergencies. Proposal must include an hourly cost breakdown for extra labor in case of emergency coverage, or additional services that may be required.
- 6) The contractor must physically present all keys and other entry devices for verification upon request of the contract administrators. Should the contractor lose or have stolen any keys issued to the contractor by the City, the cost of changing locks, keys, or other devices will be deducted from the contractor's invoice to the City for work performed under the contracts.
- 7) Contractor shall refer to the two page Monterey Park City Map and Street Index presented herein as APPENDIX #1.
- 8) Contractor shall refer to the restroom location and duty notes involving specific locations by address and Park name entitled "Monterey Park P.M. Janitorial Restroom Detail" presented herein as APPENDIX #2
- 9) **Nightly Service** shall consist of the following:

NIGHTLY LOCK-UP PROCEDURE is to be performed by 2 Crew members. Crew members are to cover the City Parks in a manner that ensures the locations are all locked and secured by 11:00 P.M. PST. Crew may then begin Janitorial duties.

JANITORIAL DUTIES are to be performed by a *minimum* of 2 Crew members.

- a. Dust and clean restroom signage and doors.
- b. Sweep all loose debris and dirt from the floor with a broom, wet mop and disinfect floors paying attention to areas under urinals and toilet bowls.
- c. Clean alkaline deposits and spills from floors and walls.
- d. Clean, rinse, disinfect, and sanitize all basins and basin sides.
- e. Move to toilet bowls, with a downward motion of the cleaning swab push enough water over the trap to expose the standing water ring. Apply cleaning agent under and around the flush ring. Apply the cleaner inside the rest of the bowl and spread it evenly with a clean bowl swab. Allow it to remain on the surface for 5-10 minutes, allowing it to loosen hard-water deposits, soiled areas, and stains.
- f. Move on to urinals. Spread the cleaning agent up under the flush ring and down the sides. Allow the cleaner to remain on the surface, as with the toilet.
- g. Return to toilet bowls. Swab the bowls, flushing several times while swabbing to rinse thoroughly. Perform the same procedure then to the urinals. Then perform final wipe down of urinal and toilet bowl exteriors surfaces.

- h. Fill all toilet paper roll dispensers with *full rolls*.
- i. Remove graffiti from walls, doors, fixtures, and partitions. Report any maintenance issues and any graffiti that is unable to be removed.
- j. Empty and clean all trash receptacles, replace with new liners. **DO NOT** leave refuse/trash accumulated by maintenance crew behind in restroom location or Park trash cans.

10) **Monthly Service** shall consist of the following:

- a. Machine scrub all floors with a germicidal agent.
- b. Brush and clean any grills, vents, and windows.

11) **Semi-annual** services shall consist of the following:

- a. Application of germicidal agent on all floors, walls and fixtures. Then remove by pressure washing action.

E. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM PARTICIPATION REQUIREMENT

The City of Monterey Park is committed to fulfilling the spirit and intent of the Disadvantaged Business Enterprise (DBE) Program regulations published under Title 49 CFR Part 26; Participation by Disadvantaged Business Enterprises in Department of Transportation Programs. It is the policy of the City of Monterey Park to ensure that disadvantaged business enterprises have equitable access to participate in all federally funded projects. Further, it is the policy of the City of Monterey Park to promote equal opportunity and nondiscrimination on the basis of race, color, sex, or national origin in the award and/or performance of any federally funded, or in the administration of its DBE program or the requirements of 49 CFR Part 26. While the City is not requiring a specific DBE participation on this contract, DBE participation may be required in future CIP contracts, which are federally funded.

F. PROPOSAL SUBMITTAL

Please submit your proposal in the format specified below:

The proposal shall be enclosed in an envelope, which shall be sealed and addressed as stated above, in "A. PROPOSAL INSTRUCTIONS". Only one proposal shall be submitted per envelope. Additionally, the completed proposal should be clearly labeled with the proposal title and name of the proposing Contractor.

All proposals must clearly identify the contractor /vendor name, address, and phone number. The City of Monterey Park hereby notifies all firms that it will affirmatively ensure that in any contract entered into pursuant to this invitation, the City will not discriminate against any firm on the grounds of race, color, sex, or national origin in consideration for the award. All persons responding to this invitation shall be aware that their proposals are deemed public records and may be subject to disclosure upon request.

The deadline for submittal is by 5:00 P.M. PST on March 8, 2017. Proposals delivered after the deadline, or to the wrong location may be rejected and returned unopened.

Section 1: Cover Letter/Executive Summary

Provide an executive summary that responds to all requirements defined in the scope of work, emphasizing the strong points of the project team, qualifications and experience. The cover letter/executive shall be signed by a person with the official authority to bind the company. The cover letter/executive shall include the name, address, telephone number, title, and signature of the firm's contact person for this proposal, and state that the submittal is valid for 90 days.

Section 2: Project Team, Key Personnel and Resumes

Include a Statement of Qualifications listing qualifications, skills and experience to be used in carrying out the Project Description/Scope of Services. Provide a summary of the Contractor's prior experience with similar projects the team has performed within the past 5 years. This section should include specific and detailed descriptions of these project, project results, client name, contact information, and dates of service. Identify in the list key personnel that will be assigned to this project.

Section 3: References

Provide at least 3 public agency references for similar assignments.

Section 4: Conflict of Interest

Contractor's submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist. This Certification of Proposal is included herein as APPENDIX # 3.

Section 5: Insurance

Provide details of insurance coverage. Requirements, minimum limits, and types of insurance are identified in the sample contract/agreement "Section 7. Insurance" contained herein as APPENDIX #4

G. PROPOSAL EVALUATION

Proposals will be evaluated based on the following factors:

1. Experience and qualifications of the team performing similar projects.
2. Ability to commit resources to this project.
3. Responsiveness to the Request for Proposals.
4. References.
5. Cost.

H. SELECTION AND SCHEDULE

The selected Contractor will be required to enter into an agreement with the City of Monterey Park for the proposed services and shall provide certificates of insurance meeting the City's insurance requirements. The City of Monterey Park reserves the right to: reject any and all proposals at any time and for any reason, to waive any informality or irregularity in any proposal received, to negotiate appropriate modifications to a proposal, and/or negotiate a different agreement with any one or more Contractors, and to be the sole judge of the merits of the proposals received.

The preliminary schedule is as follows:

- | | |
|--|-----------------------------|
| 1. RFP Release Date: | February 15, 2017 |
| 2. Mandatory Walk-Through Date: | None |
| 3. Request for Clarification Deadline: | 5:00 P.M. PST March 1, 2017 |
| 4. RFP Responses Due: | 5:00 P.M. PST March 8, 2017 |
| 5. Agreement Execution: | TBD |
| 6. Notice to Proceed: | TBD |

I. COST PROPOSAL

Include a "not to exceed" cost proposal for the work identified in the Project Description / Scope of Services identified herein.

J. COOPERATIVE PURCHASING

It is intended that other public agencies (i.e., city, county, school district, special district, public authority, public agency, and other political sub-division of the State of California) and/or other City departments shall have the option to participate in any agreement

created as a result of this Request for Proposal with the same terms and conditions as to the price of the product and/or service. The City of Monterey Park shall incur no financial responsibility in connection with a purchase order from another public agency. Any public agency that "piggy-backs" on any negotiated contract between the City of Monterey Park and vendor shall accept sole responsibility for negotiating, placing orders and making payment to vendor. The vendor may or may not agree to the cooperative purchasing clause.

K. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

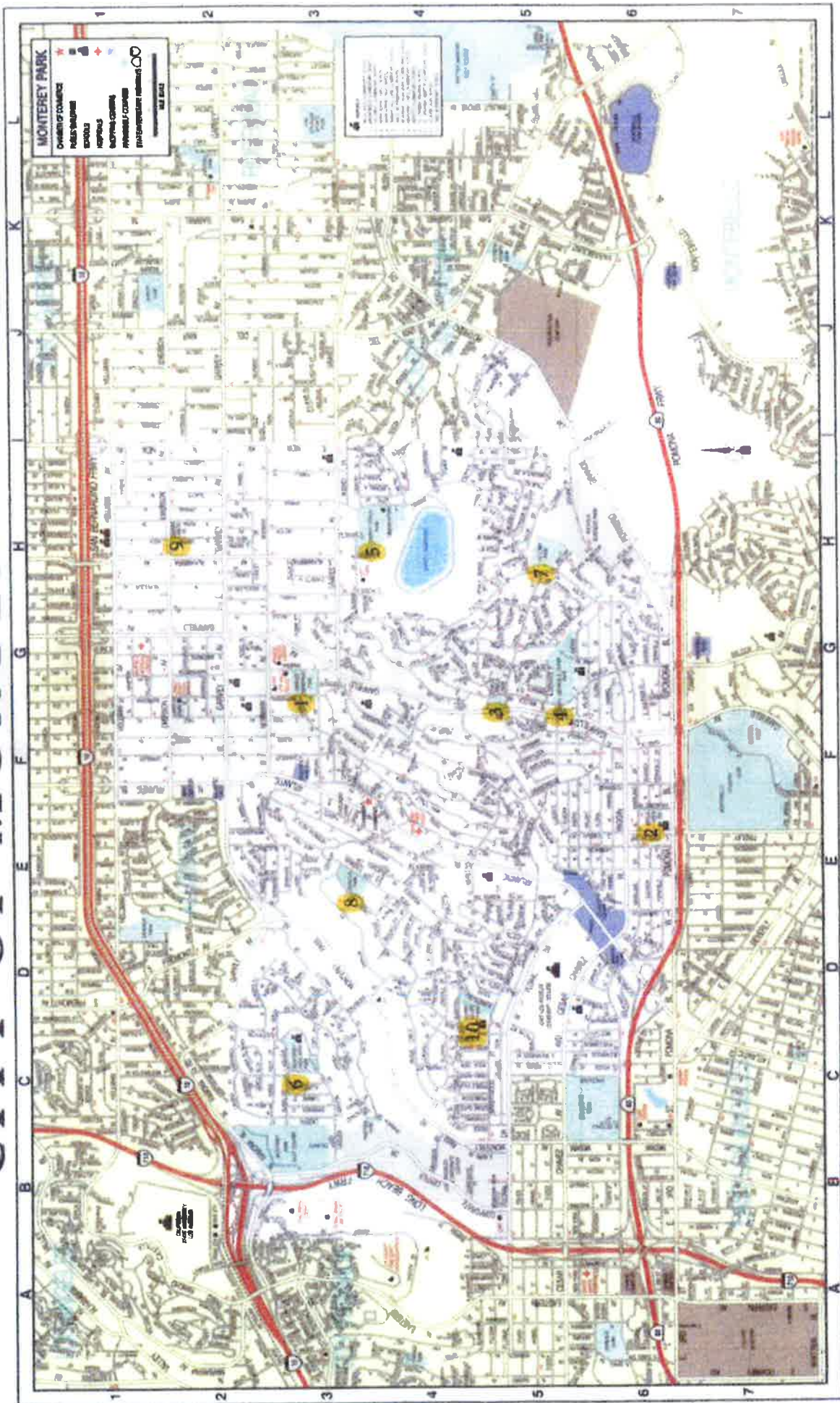
The City shall not be liable for any pre-contractual expenses incurred by any bidder or by any selected Contractor. Each bidder shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this Request for Proposals. Pre-contractual expenses are defined as expenses incurred by bidders and the selected Contractor, if any, in:

- Preparing and submitting information in response to this Request for Proposals.
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a bidder/consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this request. The City reserves the right to reject all responses to this request at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all proposals.

APPENDIX #1

CITY OF MONTEREY PARK



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APPENDIX #2

EXHIBIT "B"

MONTEREY PARK P.M. JANITORIAL RESTROOM DETAIL

PARK	MAP LOCATION #	STREET ADDRESS	# OF RESTROOM BLDGs.	ANY NON-RESTROOM GATES TO BE LOCKED	LOCATION SPECIFIC NOTES
BARNES	1	350 S. McPHERRIN AVE.	1	NO ~	~
BELLA VISTA	2	400 POMONA BLVD.	1	YES-1 	UNLOCK AND RELOCK CHAIN LINK GATE FOR ACCESS
EDISON TRAILS	3	1600 S. GARFIELD AVE.	1	NO ~	~
ELDER	4	1950 WILCOX AVE.	1	NO ~	~
GARVEY RANCH	5	781 S. ORANGE	2	NO ~	RESTROOM BLDGS. ARE ON EAST AND WEST SIDES OF PARK
HIGHLAND	6	400 CASUDA CANYON DR.	1	YES-1 	LOCK PADLOCK ON THE CHAIN TO ROD IRON PLAYGROUND GATE
LA LOMA	7	1902 FULTON AVE.	2	NO ~	DO NOT DRIVE ON GRASS TO GET TO LOWER RESTROOM BLDG.
SEQUOIA	8	750 RIDGECREST AVE.	1	NO ~	~
SIERRA VISTA	9	311 RURAL DR.	1	YES-3 	LOCK THE 3 ROD IRON GATES AROUND COMMUNITY CTR. BLDG.
SUNNYSLOPE	10	1601 SUNNYSLOPE DR.	1	YES-1 	UNLOCK AND RELOCK CHAIN LINK GATE FOR ACCESS

APPENDIX #3

APPENDIX 3 - Certification of Proposal

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal.

- 1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- 2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- 3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal
- 6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer: _____

By: _____

(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

APPENDIX #4

**MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF MONTEREY PARK AND
Contractor name**

(Awarded per Monterey Park Municipal Code Chapter 3.100)

**[CANNOT BE USED FOR CONSTRUCTION, RECONSTRUCTION,
ERECTION, ALTERATION, RENOVATION, IMPROVEMENT, DEMOLITION, REPAIR
WORK, PAINTING OR MAJOR REPAINTING]**

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY") and Contractor name, a type of organization, e.g., corporation, and state of incorporation ("CONTRACTOR").

The Parties agree as follows:

1. CONSIDERATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONTRACTOR for CONTRACTOR's services not to exceed a total of \$Click here to enter text for the work. CITY will pay for work on the basis of the hourly rates and cost reimbursement rates as specified in the attached Exhibit "A," which is incorporated by reference.

2. TERM. The term of this Agreement will be from Click here to enter a date. to Click here to enter a date.. The Agreement may be renewed upon mutual consent of the parties by amending this Agreement.

3. SCOPE OF SERVICES.

- A. This Agreement may be used for "maintenance services" which include the following:

- i. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
 - ii. Minor repainting.
 - iii. Resurfacing of streets and highways at less than one inch.
 - iv. Landscape maintenance.
 - v. Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems and electrical transmission lines of 230,000 volts and higher.
 - vi. Carpentry, electrical, plumbing, glazing, and other craftwork;
- B. CONTRACTOR will perform the maintenance services listed in the attached Exhibit "B," which is incorporated by reference. The provisions contained in this Agreement supersede any conflicting provisions in Exhibit B.
- C. Maintenance services required by CITY will be provided on an as-needed basis with CITY determining and advising CONTRACTOR as to when specific services are required to be performed or completed by CONTRACTOR. Requests must be memorialized using a notice to proceed that may be in the form of a purchase order. The provisions contained in this Agreement supersede any conflicting provisions in a purchase order issued for maintenance services.
- D. CONTRACTOR will, in a workmanlike manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

4. PREVAILING WAGES.

This Agreement is for janitorial or custodial services of a routine, recurring, or usual nature. Accordingly, pursuant to 8 California Code of Regulations § 16000, CITY does not believe CONTRACTOR is required to pay prevailing wages. **However, if required by applicable state law including, without limitation Labor Code §§ 1720 (as amended by AB 975 (2001)), 1771, 1774, 1775, and 1776, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.** In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. A copy of the prevailing rate of per diem wages must be posted at the job site.

5. PAYMENTS.

- A. For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit a detailed invoice to CITY.
- B. CITY's city manager may make payments up to \$Click here to enter text. for special items of work not included in the project scope of work and services. Payments for special work will only be made after CITY issues a written notice to proceed for the specific special tasks. A written scope of work, an agreed upon additional fee, a schedule for starting and completing the special tasks, and an agreed upon extension of the time for performance, if needed to complete the special work, will be required before CITY issues a notice to proceed for special work. All special work will be subject to all other terms and provisions of this Agreement.

6. FAMILIARITY WITH WORK.

- A. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has
 - i. Thoroughly investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and

iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform CITY of such fact and will not proceed except at CONTRACTOR's own risk until written instructions are received from CITY.

7. INSURANCE.

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

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability	\$\$2M is default
Business automobile liability	\$\$1M is default
Workers compensation	Statutory requirement.

B. 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 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 and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

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

- D. CONTRACTOR will furnish to City 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 City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at CONTRACTOR's expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.

8. TIME FOR PERFORMANCE. CONTRACTOR will not perform any work under this Agreement until:

- A. CONTRACTOR furnishes proof of insurance as required under Section 7 of this Agreement; and
- B. CITY gives CONTRACTOR a written notice to proceed.
- C. Should CONTRACTOR begin work in advance of receiving written authorization to proceed, any such professional services are at CONTRACTOR's own risk.

9. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.
- B. CONTRACTOR may terminate this Agreement upon providing written notice to CITY at least thirty (30) days before the effective termination date.
- C. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

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

10. INDEMNIFICATION.

- A. **CONTRACTOR 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, CONTRACTOR will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.**
- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

11. INDEPENDENT CONTRACTOR. CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which is it performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR 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 CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

12. NOTICES.

- A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Such noticing does not include day-to-day communications between CITY's and CONTRACTOR's project managers. Notice sent by mail will be addressed

as follows:

To CITY: [Click here to enter text.](#)

To CONTRACTOR: [Click here to enter text.](#)

- B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.
- C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

13. TAXPAYER IDENTIFICATION NUMBER. CONTRACTOR will provide CITY with a Taxpayer Identification Number.

14. WAIVER. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

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

16. SEVERABLE. 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.

17. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

18. WAIVER. Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

19. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

20. AUTHORITY/MODIFICATION. This Agreement may be subject to and conditioned upon approval and ratification by the Monterey Park City Council. This Agreement is not binding upon CITY until executed by the City Manager. 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 agreement. CITY's city manager may execute any such amendment on behalf of CITY.

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

22. EFFECT OF CONFLICT. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

23. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

24. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

25. ENTIRE AGREEMENT. This Agreement and its one attachment constitutes the sole agreement between CONTRACTOR and CITY respecting [Click here to enter text..](#) To the extent that there are additional terms and conditions contained in Exhibit "A" that are not in conflict with this Agreement, those terms are incorporated as if fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.

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

CITY OF MONTEREY PARK

Click here to enter text.

Click here to enter text.,
City Manager

ATTEST:

Click here to enter text.
City Clerk

Taxpayer ID No. Click here to enter text.

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

By: Click here to enter text., **Assistant City Attorney**

ATTACHMENT 2
Proposal – Valley Maintenance Corp.

**EVENING JANITORIAL SERVICES
FOR PARK DEPARTMENT
RFP # 17-51**

PROPOSAL



**VALLEY MAINTENANCE CORP
10002 Pioneer Blvd., Suite 101
Santa Fe Springs, CA 90670
Tel: (562) 948-3020 Fax: (562) 948-3082**

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LETTER OF TRANSMITTAL

Mr. Chris Reyes, Parks Superintendent
City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754

Dear Mr. Reyes

Valley Maintenance Corp. is very pleased to be included in your proposal request for evening janitorial services – parks department at City of Monterey Park. We currently provides janitorial, and related services for various local government facilities.

Valley Maintenance Corp. proposes a complete solution for your Janitorial Service Project. We have the combined resources to ensure the project requirements can be fully realized with services that meet and exceed all the work specifications set forth in your RFP.

We completely understands the tasks and terms to be abided by and takes no exception to the RFP. Valley Maintenance Corp. certify that such understanding has been considered in the cost schedule of our proposal and our proposal and bid price shall remain valid a period of 120 days from the closing date. Our initial plan is to staff City of Monterey Park with a Contract Manager, responsible for the management and operation of the daily services, including but not limited to, inventory, ordering, and all administrative duties associated with the operation. The night shift will be staffed with a capable custodians and supported by our specially trained floor care specialist. We understand the importance of a strong management team and an employee group focused on customer service with attention to detail.

Bruce M. Hwang, Vice President of the company, is authorized to make representations for Valley Maintenance during negotiations and commit VMC to the Agreement and may be reached the via following: Tel : (562)948-3020/ Fax : (562)948-3082 / Cell: (213) 494-1003 / bmsw129@yahoo.com

We are committed to excellence in all of our operations and would very much appreciate the opportunity to prove ourselves as a service provider of City of Monterey Park

Sincerely,



Byung S. Lee

President
(562) 948-3020 Cell: (818) 522-7842
bruce@valleymco.com



Bruce M. Hwang
Vice President of Operations
(562) 948-3020 Cell: (213) 494-1003
bmsw129@yahoo.com

CITY OF MONTEREY PARK
320 W. Newmark Ave.
Monterey Park, CA 91754



VALLEY MAINTENANCE CORP.
10002 Pioneer Blvd. # 101 Santa Fe Springs, CA 90670
Phone: (562) 948-3020 Fax: (562) 948-3082

SERVICE AGREEMENT

Janitorial Services

1. WORK SCHEDULE Clean listed all 12 Park Restrooms 7 days a week (include holidays)

2. TIME OF SERVICE Between 10:00 P.M. to 2:00 A.M.

LOCATION

3. JOB LOCATIONS **Park Restrooms – 10 Locations**
Contact Person : Mr. Christopher Reyes (626) 307-2506
creyes@montereypark.ca.gov

4. WORK SPECIFICATIONS Attached.

5. SUPPLIES All necessary equipment, cleaning materials & toilet papers will be supplied by : Valley Maintenance Corp.

6. TERMS This service agreement normally continue on a year basis, but in the event that service performance prove to be unsatisfactory, the agreement may be terminated by with thirty (30)days written notice by either party.

7. SERVICE CHARGE THE SERVICE CHARGE(S) FOR ABOVE DESCRIBED SERVICES & SUPPLIES.
TOTAL SERVICE CHARGES \$ 4,035.00 PER MONTH

8. GUARANTEE You are respectfully requested to examine the results of our work and if you find our Workmanship and finished results to be less satisfactory than promised, please call Xanadu immediately so the we may correct the matters in 1 business day.

9. ACCEPTANCE Please indicate your approval by signing the acceptance line below.

DATE OF PROPOSAL SUBMIT : March 8,2017

APPROVED DATE :

Valley Maintenance Corp.

City Of Monterey Park

SERVICE COST BREAKDOWN

	PARK LOCATION	ADDRESS	# OF RR BLDG.	SPECIAL NOTE	MONTHLY COST	ANNUAL COST
1	Highland Park	400 Casuda Canyon Dr.	1	Lock playground gate	365	4,380
2	Sunnyslope Park	1601 Sunnyslope Dr.	1	Unlock & relock gate for access	365	4,380
3	Sequoia Park	750 Ridgecrest	1		365	4,380
4	Barnes Park	350 S. McPherrin Ave.	1		420	5,040
5	Sierra Vista Park	311 N. Rural Dr.	1		365	4,380
6	Garvey Ranch Park	781 S. Orange Ave.	2	Restrooms are on east and west side	530	6,360
7	La Loma Park	1902 Fulton Ave.	2	Do not drive on grass to get to lower RR	530	6,360
8	Edison Trail Park	1600 S. Garfield	1		365	4,380
9	Elder Park	1950 Wilcox Ave.	1		365	4,380
10	Bella Vista Park	400 pomona Blvd.	1	Unlock & relock gate for access	365	4,380
					\$ 4,035	\$ 48,420

EXHIBIT "A"

A) NIGHTLY LOCK-UP PROCEDURE - To be performed by 2 Crew members:

1. Two Crew members are to cover the City Parks in a manner that ensures the locations are all locked by 11:00 P.M. PST. Crew may then begin Janitorial duties.

B) NIGHTLY JANITORIAL SERVICES PROCEDURE - To be performed by a *minimum* of 2 Crew members:

1. Dust and clean restroom signage and doors.
2. Sweep all loose debris and dirt from the floor with a broom, wet mop and disinfect floors paying attention to areas under urinals and toilet bowls.
3. Clean alkaline deposits and spills from floors and walls.
4. Clean, rinse, disinfect, and sanitize all basins and basin sides.
5. Move to toilet bowls, with a downward motion of the cleaning swab push enough water over the trap to expose the standing water ring. Apply cleaning agent under and around the flush ring. Apply the cleaner inside the rest of the bowl and spread it evenly with a clean bowl swab. Allow it to remain on the surface for 5-10 minutes, allowing it to loosen hard-water deposits, soiled areas, and stains.
6. Move on to urinals. Spread the cleaning agent up under the flush ring and down the sides. Allow the cleaner to remain on the surface, as with the toilet.
7. Return to toilet bowls. Swab the bowls, flushing several times while swabbing to rinse thoroughly. Perform the same procedure then to the urinals. Then perform final wipe down of urinal and toilet bowl exteriors surfaces.
8. Fill all toilet paper roll dispensers with *full rolls*.
9. Remove graffiti from walls, doors, fixtures, and partitions. Report any maintenance issues and any graffiti that is unable to be removed.
10. Empty and clean all trash receptacles, replace with new liners. **DO NOT** leave refuse/trash accumulated by maintenance crew behind in restroom or Park trash cans.

C) MONTHLY SERVICES

1. Machine scrub all floors.
2. Brush and clean any grills, vents, and windows.

D) SEMI-ANNUAL SERVICES

1. Pressure wash with hot/steam all floors, walls, and fixtures.

COMPANY PROFILE

Introduction



VALLEY MAINTENANCE CORP

10002 Pioneer Blvd., Suite 101

Santa Fe Springs, CA 90670

Tel: (562) 948-3020 Fax: (562) 948-3082

INTRODUCTION

COMPANY HISTORY

Valley Maintenance, Corp. is a small and minority owned commercial building maintenance company established in 1991. Since its inception, Valley Maintenance has never failed or refused to complete any service contracts and has grown to become one of the premier janitorial service providers in the Southern California. Currently employing over 300 service workers covering an average of a multi million square feet per day. Valley Maintenance has the management experience, availability of supervisory personnel, financial capability and resources to accomplish all of the requirements of commercial properties. Our management staff has over one hundred years combined experience in the janitorial industry. We are proud of this fact and believe we are able to staff, function and perform to any specifications presented to us.

EMPLOYEE TRAINING

Training is mandatory for every employee to formulate and secure our high standard of operations. From the simplest to the most complicated assignments, each member of our team is completely prepared before tackling each job. After careful screening of all Valley Maintenance personnel, mandatory training, with a minimum of 90 days supervised field-training employees are assigned to job locations. The training is followed by in-service instruction by their supervisors to update and review techniques.

OUR EMPLOYEES

Valley Maintenance employees are carefully screened and selected. They are trained, not only in the latest cleaning techniques, but care for specific premises with the specific use of industrial chemicals and equipment unique to each premise. To achieve our goal of customer satisfaction, we strive to create a feeling of pride in the performance of our employees.

Valley Maintenance personnel work on a performance incentive program are used to maximize quality work, therefore, providing you with the consistency of a quality maintenance company.



OUR COMPANY – AT A GLANCE

NAME OF FIRM: Valley Maintenance Corp.			
MAIN OFFICE : 10002 Pioneer Blvd. Suite 101 Santa Fe Springs, CA 90670			
TELEPHONE NUMBER: (562) 948-3020			
FACSIMILE NUMBER: (562) 948-3082			
E-MAIL ADDRESS: bruce@valleymco.com		WEBSITE: www.valleymco.com	
CONTACT PERSON (Authorized sign the Agreement): Bruce M. Hwang, V.P. of Operations			
TELEPHONE NUMBER: (213) 494-1003			
SECONDARY CONTACT PERSON ; Eugene Lee, Vice President			
EMERGENCY CONTACT NUMBERS; 213-494-1003 / 818 606-0725			
CITY BUSINESS LICENSE #: 715031-74, City of Los Angeles			
FEDERAL EMPLOYER ID # : 20-4099011			
Dun and Bradstreet Number : 01-084-6051			
COMPANY STATUS: Minority Owned Small Business certified by the City of Los Angeles			
Form of Ownership : California S Corporation 263-8981-7			
YEARS IN BUSINESS: 25 Years			
TERRITORIAL COVERAGE : Most of the Southern California			
NUMBER OF EMPLOYEES : Management : 5 Supervisor : 10 Custodian: 265			
CORPORATION (x) PARTNERSHIP () JOINT VENTURE () SOLE PROPRIETOR ()			
NAMES AND TITLE OF COMPANY PRINCIPALS:			
Byung S. Lee, President / Eugene Lee, Vice President / Bruce M. Hwang, V.P. of Operations			
INSURANCE INFORMATION – Certification attached			
ANNUAL CONTRACT VALUE OF 3 LARGEST JANITORIAL SERVICE CONTRACTS IN PAST 3 YEARS :			
City of Irvine - \$ 816,750 / City of Tustin- \$ 307,800 / City of Ventura - \$ 287,530			
NEGATIVE HISTORY: Valley Maintenance Corp. has no negative history and has not been involved in any contract failures. Valley Maintenance Corp. is also not involved in any pending investigations, nor has been in the last 5 years.			
EMPLOYEE TURNOVER RATES: Year 2016 – 2.3 % Year 2015 – 5.4 %			
INDUSTRIAL SAFETY RATES 2016 : 0.083 2015: 0.091 2014: 0.087			

EXPERIENCE AND CAPABILITY

The company is divided into two commercial service divisions: 1) retail properties providing specific floor care services and 2) all other commercial properties serving government facilities, office buildings, private schools, airport terminals and medical centers as well as industrial properties.

Valley Maintenance bonds and insures more than 300 employees and performs custodial services for many incorporated cities in southern California as well as commercial properties for the last 25 years. The crew and supervisors take pride in using only *QUALITY* products, *PROFESSIONAL* skills and *STATE-OF-THE-ART* equipment and our training program and quality control program assures their performance.

We believe the primary element in the successful performance of contract janitorial service is management and supervision. Exemplary management ensures top service. The Operation Manager is headquartered at the corporate office. The Operation Manager directs the on-site supervisors. The on-site supervisor is in charge of the each project and directs and supervises assigned custodians.

The Operation Manager's primary purpose is to increase the operation effectiveness of all the workers under his supervision. The Operation Managers train and assists personnel. They call on customers and assist them with any situations they may have. They are fully responsible for maintaining the quality of our services. The Supervisor or crew Foreman handles front line, on the job supervision.

With over a century of collective managerial and operational skills, Valley Maintenance has continued to grow both in size and reputation. We pride ourselves in being able to meet the highest expectation of our many satisfied clients.



CLIENT REFERENCES : PUBLIC AGENCY- WORK IN PROGRESS & UNDER CONTRACT

1. Company **City of La Habra**
 Address 201 E. La Habra Blvd.
 La Habra, CA 90671
 Contact Name Mr. Mark McIeran
 Phone Number 562-905-9791 Fax Number 562-905-9690
 Email markm@lahabracity.com
 Years and nature of relationship 6 Years. Janitorial Services Contract for city facilities / \$ 210,000 Annual Contract Price
2. Company **City of Riverside**
 Address 3936 Chestnut Street
 Riverside, CA 92501
 Contact Name Ms. Lee Withers
 Phone Number 951-351-6084 Fax Number 951-351-6069
 Email Lwithers@riversideca.gov
 Years and nature of relationship 6 Years. Janitorial Service Contract for 12 Community Centers / \$ 288,000 Annual Contract Price
3. Company **City of Tustin**
 Address 1472 Service Road
 Tustin, CA 92780
 Contact Name Mr. Jason Churchill
 Phone Number 714-573-3355
 Email jchurchill@tustinca.org
 Years and nature of relationship 6 Years. Janitorial and Day Porter Services / \$ 312,000 Annual Contract Price
4. Company **City of Glendora**
 Address 116 E. Foothill Blvd.
 Glendora, CA 91741
 Contact Name Ms. Raquel Zepeda
 Phone Number 626-852-4875
 Email RZepeda@ci.glendora.ca.us
 Years and nature of relationship 5 Years. Janitorial Services for Park Restrooms / \$ 68,500 Annual Contract Price
5. Company **City of Irvine**
 Address One Civic Center Plaza Drive
 Irvine, CA 92606
 Contact Name Mr. Mario Lujan or Mr. Michael Morgan
 Phone Number 949-724-7707 / 949-724-6788
 Email mlujan@ci.irvine.ca.us / mmorgan@ci.irvine.ca.us
 Years and nature of relationship 11 Years. Janitorial Services for 52 city facilities / \$ 853,000 Annual Contract Price
6. Company **City of Redlands**
 Address 35 Cajon Street Redlands
 Redlands, CA 92373
 Contact Name Ms. Kathleen Giorgianni
 Phone Number 909-798-7655
 Email kgiorgianni@cityofredlands.org
 Years and nature of relationship 1 Year. Janitorial Services for 16 city facilities / \$ 297,600 Annual Contract Price

SPECIALIZED SERVICES

All crew members of Valley Maintenance are extensively and continuously trained in all areas of cleaning to ensure proper teamwork with high quality results.

- **HOUSEKEEPING-PUBLIC AND ASSOCIATED AREAS.**



- **DETAILED KITCHEN, RESTAURANTS AND BAR CLEANING**



- **SPAS AND HEALTH CLUBS**



- **HARD SURFACE FLOOR MAINTENANCE & RESTORATION**



- **CARPET CARE**



PLAN FOR PROVIDING REQUIRED SERVICES

JANITORIAL SERVICE OVERVIEW

Valley Maintenance Corp. will supply management support, supervision, cleaning personnel, and all necessary supplies and equipment to clean and maintain your properties according to the Cleaning Specifications. We will provide sufficient on-site night shift personnel to meet or exceed required specifications to clean and maintain your facilities.

Our nightly class room, office, restroom, and kitchen cleaning routine includes but is not limited to:

- Utilize Green Cleaning Program.
- Restroom cleaning, restocking and disinfecting
- Trash can maintenance, collection, removal and sanitize inside and outside
- Sweep, mopping and vacuuming floors
- Clean and polishing desks and chairs.
- Complete cleaning of kitchen including appliances.
- Detail cleaning such as nightly spill and gum removal from all floors, carpets and seat fabric.
- Use back pack type hose vacuum cleaner to clean hard to reach areas- under the furniture and corners.
- Utilize our company's unique **FLOOR INTENSIVE PROGRAM**
- Carpet Extraction Clean with truck mounted.

Valley Maintenance Corp. will develop and maintain a daily, weekly and monthly cleaning log and check list to ensure all tasks are completed according to Cleaning Specifications. Cleaning log is to indicate date , time and name of personnel that completed tasks. The logs are to be submitted to the center weekly. The site supervisor will be required to do a monthly walkthrough with the Property Management.

GREEN CLEAN



STAFF QUALIFICATION

BRUCE HWANG : CONTRACT MANAGER

SUMMARY OF PERSONAL BACKGROUND

Management – Experienced in overseeing 150 skilled, semi-skilled and managerial employees. hire, train, direct, and evaluate the staff. responsible for their output and quality of their work. Maintain moral, motivation, and positive employee relations. Solve problems, task corrective action, and apply company policy.

Administrative – Collate and keep attention records for a staff of 50 employees. Trained co workers on administrative assignments. Process all company performance warnings Terminations, Promotions, Demotions rate of pay changes, transfer and seating changes. Required to keep personal confidential employee information.

Customer relation – Successful management of internal / external customer service department. hands on experience with a high number of telephone and walk in customer daily. Training on proficient and consistent customer service. Conducted training on claims as well as customer service for the company sales representatives. Trouble shooting to insure customer satisfaction with continual customer service improvement.

PROFESSIONAL EXPERIENCE

VALLEY MAINTENANCE CORP. - Los Angeles, California

Vice President of Operations (1/2017 – Present)

Administer all aspect of the company operation. other responsibilities included sales of company services, marketing strategy development, account management, promotional work, account trouble shooting, client relations, and handling a wide variety of special projects.

XANADU SERVICE SYSTEM - Los Angeles, California

President / C.E.O. (5/1980 – 12/ 2016)

As a founder of the company, established and developed over \$ 2,000,000.00 annual service contracts including numbers of incorporated cities, retail stores as well as large commercial office buildings.

NORTHROP AIRCRAFT CORP. - Hawthorne, California

Material Control Coordinator (7/ 1974 – 4/1980)

EDUCATION

Master of Business Administration, Yunsae University Seoul Korea.
Business Administration, California State University Northridge

LUIS MONARREZ : ON SITE SUPERVISOR

SUMMARY OF PERSONAL BACKGROUND

- Has twenty years of top, diversified experience on building maintenance and related work.
- Strong background in many areas including management, operation, merchandising, staff training and development, office administration, customer service, and quality assurance.
- Familiar with computer, working with Word, Excel, and other systems.
- Excellent organizational, communication, and people skills.

PROFESSIONAL EXPERIENCE

VALLEY MAINTENANCE CORP. - Los Angeles, California

Operation Manager (2005 – Present)

Responsible for the management of more than one million square feet in Southern California and to plan, initiate and administer all aspect of the company operation. other responsibilities included sales of company services, marketing strategy development, account management, promotional work, account trouble shooting, client relations, and handling a wide variety of special projects.

METRO MAINTENANCE COMPANY, INC. – Los Angeles, California

Supervisor, Project Manager (1990 – 2005)

Established and developed over \$ 1,000,000.00 annual service contracts including PG & E, Edison Company, Washington Mutual Bank as well as large commercial office buildings.

EDUCATION

Business Administration, Los Angeles City College

WORK HISTORY

TIME FRAME	PROJECT WORKED	ROLE IN PROJECT
On Going Since 2005	Providence School City of Irvine City of Riverside	Responsible for several building sites. Handle complaints from facility managers. Managed special requests that business manager may have. Supervised 25 night janitorial staff as well as 6 daytime staff.
Jan. 2001 To April, 2005	Washington Mutual Bank	Oversee the 42 bank locations and in charge f quality control and job inspection. Also in charge of the safety and training.
May. 1996 To Dec. 2000	P G & E	Oversee the 30 sites of PG & E in Ventura & L A County. Supervised over 40 janitorial staff. To plan, initiate and administer all aspects of janitorial operations.
July 1990 To April, 1996	Edison Co.	Worked as a lead custodian in janitorial, hard floor and carpet care operations. In the custodian capability to instruct fellow custodians in the performance of manual tasks requiring moderate strength and the body mechanics related the tasks.

IMPLEMENTATION PLAN

Valley Maintenance's management is goal oriented, which places primary emphasis on solution-seeking behavior and on-the-job results. Accordingly, the first step in developing a specific management approach for a newly proposed business is to create a clearly defined set of performance standards for the job and proceed to develop a basic operation plan customized around those standards. Performance goals which must be achieved – on schedule with Quality Assurance in mind –for the provision of custodial and related services at your facilities are:

1. Safe, clean, sanitary premises; maintain all facilities at a peak level of "just opened" appearance at all times.
2. Cooperative interface with property manager assigned to this project.
3. Preventive, as well as corrective actions.
4. Flexibility and adaptability.
5. Provision of custodial services with respect for the important and complex work being performed.

With that in mind, we propose a comprehensive and continuing program encompassing the provision of personnel, supervision, and related requirements and services necessary to provide full and complete custodial services as described in the work specifications.

TECHNICAL RESPONSE REQUIREMENTS

Valley Maintenance proposes to use methods and procedures that have proven successful on large custodial service contracts that we have managed. Our techniques have evolved and been refined over the years. Here we address the ability of our firm to ensure that all personnel assigned to provide services under the proposed contract meet or exceed standard for quality and appearance in the performance of their tasks. In order to do so, we have isolated the important steps that we take to accomplish this. First of all, we must know the contract requirements. One of the first tasks, upon notification of contract award to our company, is management indoctrination of the requirements of the contract. Key company personnel will be assigned to this project in support of the local, on-site, management and supervisory staff. These persons will be responsible to oversee and to manage this project. Therefore, at all levels of responsibility, detailed knowledge and understanding of the contract requirements must be established. At the company level, the Operations Manager, the Quality Control Manager, and the President are required to know and understand the contract requirements. The following attachments are our company concept for providing supervision and quality control to include special methods for monitoring performance and communication.

MANAGEMENT AND SUPERVISION

The primary element in the successful performance of contract janitorial service is management and supervision, top management of the janitorial service operation. Directly under the Operation Manager, who is headquartered at our main office, directs a number of on-site supervisors. The on-site supervisor is in charge of each project and directs/ supervises a number of assigned custodians.

The Operation Manager's primary purpose is to increase the operation effectiveness of all the people under his supervision. He trains and assist his personnel, calls on our customers and assist them with any problems they may have. He is fully responsible for maintaining the quality of our services.

Front line supervision is handled by the Supervisor or crew Foreman who works from six o'clock in the evening to three o'clock in the morning. With over a century of collective managerial, operational and janitorial skills, Valley Maintenance has continued to grow both size and reputation we pride ourselves in being able to meet the highest expectation of our many satisfied clients.

MANAGEMENT

Valley Maintenance shall conduct inspections to insure that work is being accomplished in accordance with our standard and to the satisfaction of the customer. A representative will conduct periodic daytime inspection with key management personnel to assure work performance is being met.

SUPERVISION

Valley Maintenance will provide qualified supervision to assume responsibility for personnel while performing the services as outlined in the cleaning schedule. Supervisors assigned to the account will thoroughly briefed on all specifications and requirements.

JOB ASSIGNMENTS AND WORK LOADING

A three person team utilizes their experience in organizing the work program for your facility : Contract Manager, Quality Control, and On-site Supervisor whose direct responsibilities of the facility will be :

- Work specifications, density of building, physical layout, and time constraints.
This team structures a plan for cleaning the facility, then fits people into the plan by making the most effective assignments possible.
- Each assigned custodian is then trained to perform their assignment (Training Program) The objective is thoroughness and efficiency, so that custodian is trained in a system and is taught to use methods developed and proven by **BSCAI** (Building Services Contractors Association international). The custodian is made familiar with in total work specifications as well as the individual requirements of his/her assignment.

PERSONNEL PROGRAM

Valley Maintenance has always been highly selective in the hiring of our employees. From the recruitment of a Operation Manager to the hiring of a member of the custodial staff, nothing is left to chance.

HIRING NEW EMPLOYEES

From the time an applicant fills out an employment application, he or she is covered by a formalized personnel program administered by an experienced staff. Each applicant is subject to an extensive three-point background check prior to permanent employment.

EMPLOYEE ORIENTATION

- 1.To give the new employee a sense of belonging.
- 2.Provide necessary job related information.
3. Introduce the worker to his job.
4. Assess his initial performance.

Periodic follow-up interview, coupled with quarterly performance ratings, afford GBM the opportunity to appraise and scrutinize each employee's job performance, work attitude and reliability. Our company's Personnel Program has resulted in low employee turnover and an extremely low accident rate and the reassuring knowledge that every our employees are honest, well-trained and reliable professional.

APPEARANCE

Valley Maintenance personnel will work in neat and clean uniforms. Company will furnish employees with a sleeve shirt, or some other type of upper body wear, bearing the company's identification. Appropriate uniforms will be worn at all times, including personnel who are being trained.



COMMUNICATION SKILLS

Valley Maintenance will ensure that all member of custodial crew, on-site, will be able to Communicate in English both verbally and in writing. All custodial personnel will be capable of completing, in English, legible written forms and will be capable of understanding oral and/or written instructions in English.

SECURITY PRECAUTIONS

Custodial personnel will not allow anyone on the premises unless they are specially assigned by the Contract Manager to do custodial services at the facility. This rule will be strictly enforced.

NETWORK MANAGEMENT

CUSTOMER SERVICE : For your convenience, we established a separate private phone number direct to our customer service department. If you need to know any information, need to schedule special service, or have any problems, we encourage use this 24/7 switch board number.

562-948-3020

WORK UNATTENDED : Any work left undone shall respond within 30 minutes to clean up after the notification of failure to perform.

EMERGENCIES : After business hour and on weekends a professional answering service will answer your calls and contact the right personnel. This number is always staffed. In the event of an emergency at your location (Floods, Fires, Property Damage, etc.) requiring clean up or other tasks, Valley Maintenance has the personnel available 24 hours a day, seven days a week, at your direction for a specified rates.

WE ARE COMMITTED TO PROVIDING YOU WITH A HELPFUL AND GOOD CUSTOMER SERVICE DEPARTMENT.

COMMUNICATIONS

One of the common and frequent complaints in our industry is lack of communication. Valley Maintenance has studied this issue and developed several Methods of communication.

1. Update personnel list monthly and provide phone list for key personnel and office contacts.
2. Our operation department personnel and supervisors are bilingual for your convenience.
3. We maintain a log book at your designated area, in which be initialed and the book will be checked everyday for any special instruction or requests.
4. In order to find out how service is being performed, our customer service representative will make monthly visit to your location.
5. Customer service phone line is open 24 hours 7 days.
6. Personnel carry pagers and are equipped with cellular phones.
7. Monthly written Quality Control Reports and physical inspection are maintain your account.

Please exam enclosed sample of our company's *Resolution Procedure, Daily Service Log Book, Quality Control Report, Follow-up Procedure as well as Supervisor's Report.* **

Service Benefits



LINE OF COMMUNICATION

VALLEY MAINTENANCE CONTACT PERSON AND PHONE NUMBER

- All Valley Maintenance staff will report any problem they observe, i.e. damage, breakage, plumbing problem, etc. immediately to their supervisor. the supervisor will in turn leave notice for Maintenance Manager and /or designated individual of these problems.
- We provide a 24 hour switchboard and supervisory service. This, plus the regular and systematic inspection by our supervisors, assure that the work will be skillfully and properly completed at all times. All of our supervisory personnel are in continuous contact with by way of our electronic radio system and Mobile phones. This system enables Valley Maintenance to respond Immediately to any circumstance which may arise requiring our assistance.

	8:00 A.M. TO 5:00 P.M.	5:00 P.M. TO 2:00 A.M.	2:00 A.M. TO 8:00 A.M.
INITIAL CONTACT	ON-SITE SUPERVISOR LUIS MONARREZ (310) 743-9452	LEAD CUSTODIAN JOSE SOSA (626) 423-4835	CONTRACT MANAGER BRUCE HWANG (213) 494-1004
2 ND CONTACT	LEAD CUSTODIAN JOSE SOSA (626) 423-4835	ON-SITE SUPERVISOR LUIS MONARREZ (310) 743-9452	ON-SITE SUPERVISOR LUIS MONARREZ (310) 743-9452
3 RD CONTACT	CONTRACT MANAGER BRUCE HWANG (213) 494-1004	CONTRACT MANAGER BRUCE HWANG (213) 494-1004	LEAD CUSTODIAN JOSE SOSA (626) 423-4835

E MAIL ADDRESS

	PHONE NUMBER	FAX NUMBER	E-MAIL
MAIN OFFICE	(562) 948-3020	(562) 948-3082	bruce@valleymco.com
Bruce Hwang	(213) 494-1003		bmsw129@yahoo.com

RESPONSE TIME

Response time for work requirements is dependent upon work priority and shall be in accordance with following standards.

URGENT WORK

Normal Business Hours : Valley Maintenance available personnel to take action at the urgent, emergency work site with in One (1) Hour following notification by Clients.

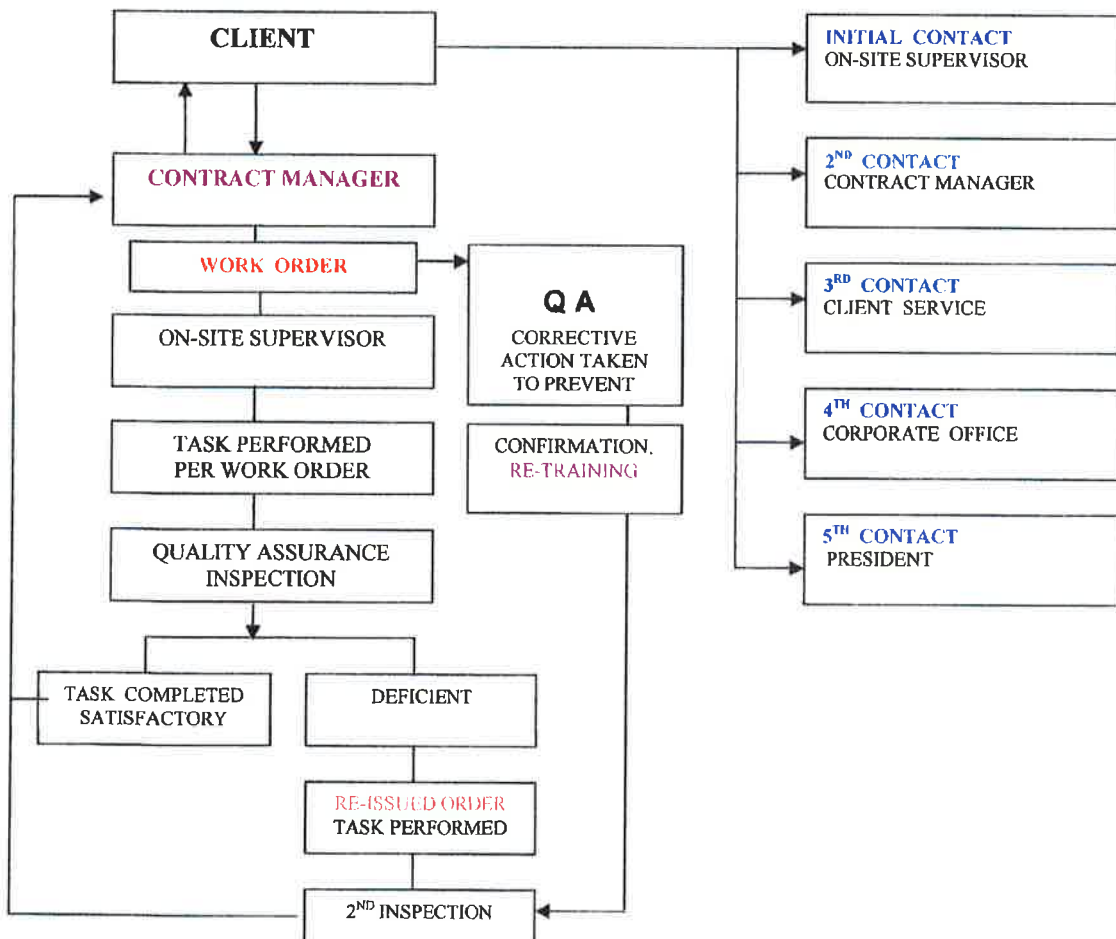
After Business Hours : With in Two (2) hour.

RESOLUTION PROCEDURE

1. In the event of an emergency or should any problems arise, Facility Management can contact The appropriate chain of command contact list.
2. Janitorial service request/or complaint issues:
 - 1) The Facility Management will contact the Contract Manager.
 - 2) The Contract Manager will issue a work order to the on-site supervisor.
 - 3) The task is performed per work order.
 - 4) The Quality Control Manager will conduct an inspection on the task performed.
 - 5) The Quality Manager will determine if the task performed was completed satisfactory/ or unacceptable.
 - 6) The Quality Control Manager will inform the Contract Manager of the completion of the task.
 - 7) The Contract Manager will follow-up with the Facility Management to assure service requests / or deficiencies were corrected and Quality Assurance is being performed.

CORRECTIVE ACTION PROCEDURE

3. In the result of an unacceptable inspection by the Quality Control Manager.
 - 1) The Contract Manager will re-issue the work order to the on-site Supervisor.
 - 2) The Quality Control Manager will conduct a 2nd inspection.
 - 3) The Quality Control Manager will implement disciplinary action to prevent any further issues.
 - 4) The Contract Manager will confirm disciplinary action was taken.
 - 5) Janitorial crew's are re-trained on the unacceptable performance.
 - 6) The Quality Control Manager will inform the Contract Manager of the completion of the task.
 - 7) The Contract Manager will follow-up with Facility Management to assure service requests / or deficiencies were corrected and Quality Assurance is being performed.



QUALITY CONTROL, INSPECTION PROCEDURE

SUPERVISOR

Valley Maintenance will provide thoroughly trained On-Site Working Supervisor. Supervisor will be physically located during normal work shift, Monday through Friday so that such is readily available to deal with the day-to-day operation of the contract. Supervisor shall be knowledgeable in all aspects of the contract service operation and will monitor each individual custodian's performance.

WEEKLY, MONTHLY INSPECTIONS

Supervisor will walk through each restroom with check list and will conduct the weekly inspection and fill out the form at the end of the week (Friday). Also Supervisor will conduct weekly joint inspection tour with facility Manager. Quality Control Manager and Supervisor will walk through each restroom with check list and will conduct Monthly inspection and fill out the form at the end of the month (Last Friday of the Month).

UNSCHEDULED INSPECTION

Quality Control Manager will conduct unscheduled inspection during normal working hour at least twice a month and make a report to the Contract Manager. The purpose of unscheduled inspections are to make sure all the tasks and services are being performed to acceptable condition and to identify deficiencies in the quality of service performed before the level of service becomes unacceptable.

Where a deficiency has been observed, Quality Control will notify the Contract Manager for resolution.

FOLLOW-UP INSPECTIONS

Quality Control Manager will conduct Follow-up inspections of all work found to be deficient on the Monthly initial inspection. Quality Control will notify to the Contract Manager on any item found to be defective on this second inspection. Deficiencies found on this second inspection will be corrected immediately.

WORK SUMMARY REPORT

A Monthly Summary report will be turned in to the Property Manager on the first work day of the month indicating all completed or in-progress work and any corrective action taken.

QUALITY CONTROL INSPECTION (SAMPLE)

FLOOR : _____
INSPECTOR : _____

AREA : _____
DATE : _____

TIME : _____

CATEGORY	QUALITY LEVEL			RATING	REMARK
	Excellent	Good	Poor		
OFFICE & WORK AREA					
High Dusting	5	4	3		
Floors (Carpets)	6	5	4		
Furniture	5	4	3		
Light Fixtures	4	3	2		
Partition Glass	5	4	3		
Air Vents	5	4	3		
Walls	5	4	3		
Wastebaskets	5	4	3		
CATEGORY TOTAL					
LOBBIES & CORRIDORS					
Doors & Glass	2	1	0		
Drinking Fountains	2	1	0		
Entrance	2	1	0		
Furniture	2	1	0		
Floors (Carpets)	3	2	1		
Lights Fixtures	2	2	0		
Urns & Receptacles	3	2	1		
Air Vents	2	1	0		
Walls	2	1	0		
CATEGORY TOTAL					
RESTROOMS					
Dispensers & Containers	3	2	1		
Fixtures	3	2	1		
Floors	3	2	1		
Lights Fixtures	2	2	0		
Mirrors	3	2	1		
Air Vents	3	2	1		
Walls & Partitions	3	2	1		
CATEGORY TOTAL					
OUTSIDE					
Entrance	2	1	0		
Doors	3	2	1		
Lunch Area	3	2	1		
Mats	2	1	0		
CATEGORY TOTAL					
LUNCH ROOMS					
Appliances	2	1	0		
Tables & Chairs	2	1	0		
Floors	3	2	1		
Air Vents	1	1	0		
Walls & Doors	2	1	0		
CATEGORY TOTAL					

TOTAL SCORES --- ALL CATEGORIES _____

CUSTODIAL SERVICE DAILY CHECK SHEET

LOCATION :

DATE :

BASIC CLEANING TASK	AREA, ROOM #	FREQUENCY	CREW INITIAL	SUPERVISOR
SWEEP FLOORS		DAILY		
WATER MOP		DAILY		
VACUUM /SPOT CLEAN CARPET		DAILY		
BUFF FLOOR – ROOM		MONTHLY		
BUFF HALLWAY FLOOR		WEEKLY		
SPOT CLEAN CARPET		DAILY		
SPOT CLEAN WALLS		DAILY		
SHAMPOO CARPET		AS NEEDED		
SCRUB / WAX FLOOR		AS NEEDED		
REMOVE BUILD UPS: CORNER () BASEROARD()				
CLEAN GLASS DOORS		DAILY		
PARTITION GLASS		DAILY		
CLEAN DOORS		WEEKLY		
CLEAN OFFICE DESK TOPS		AS REQUIRED		
CONFERENCE TABLE TOPS		DAILY		
DUST FURNITURE		WEEKLY		
LOCKING DOORS		DAILY		
HIGH DUSTING : COB WEB.() SHELVES ()		WEEKLY		
STAIRWAY STEPS () LANDING ()		DAILY		
DRINKING FOUNTAIN		DAILY		
CLEAN APPLIANCE		WEEKLY		
ELEVATOR : FLOOR () WALLS () TRACK ()		DAILY		
REMOVE OUTSIDE TRASH		DAILY		
CLEAN ENTRY WAY		DAILY		
CLEAN FLOOR MAT		DAILY		
SWEEP OUTSIDE WALKWAY		DAILY		
LUNCH / BREAK AREAS				
SWEEP		DAILY		
WATER MOP		DAILY		
CLEAN FLOOR MAT		DAILY		
BUFFING FLOORS		AS NEEDED		
SCRUB / WAX FLOOR		AS NEEDED		
CLEAN SINKS, DISPENSER		DAILY		
CLEAN TABLES, CHAIRS		DAILY		
CLEAN REFREIGERATOR		WEEKLY		
CLEAN MICRO OVEN		DAILY		
REMOVE & DISINFECT TRASH CANS		DAILY		
SPOT CLEAN WALLS		DAILY		
REFILL SOAP, TOWEL		DAILY		
HIGH DUSTING () COBWEB () SHELVES		WEEKLY		
CLEAN DOORS		WEEKLY		
RESTROOM CLEANING				
FLOORS		DAILY		
SINKS		DAILY		
MIRRORS		DAILY		
INSIDE TOILET		DAILY		
OUTSIDE TOILET		DAILY		
INSIDE URINAL		DAILY		
OUTSIDE URINAL		DAILY		
CORNERS / LEDGES		DAILY		
CLEAN WALLS, PARTITIONS		DAILY		
REFILL PAPER GOODS		DAILY		
REFILL HAND SOAP		DAILY		
DEODERIZE ROOM		DAILY		
WILLDOW SILLS		WEEKLY		
HIGH DUST – VENTS, COBWEB		WEEKLY		
MACHINE SCRUB FLOORS		MONTHLY		

PERIODIC SERVICE CHECK LIST (SAMPLE)

LOCATION : _____
MONTH OF: _____, 2011

WEEKLY TASK

ALL OFFICE/ COMMON AREA

JOB DESCRIPTIONS	WEEKS OF				
	1 ST	2 ND	3 RD	4 TH	5 TH
LOW DUST TABLE LEGS, CHAIR RUNGS					
WASH ALL DOOR, PARTITION GLASSES					
DUST AIR VENTS, PARTITION TOPS, ECT.					
CLEAN & SANITIZE ALL TRASH CANS INSIDE /OUT					
DUST & CLEAN ALL BASE BOARDS					
CLEAN ALL APPLIANCE INSIDE & OUTSIDE					
HOSE VACUUM CORNERS & SPOT CLEAN (DRY SHAMPOO)					
BURNISH ALL TILE FLOORS					

REST ROOMS

JOB DESCRIPTIONS	1 ST	2 ND	3 RD	4 TH	5 TH
DUST AIR VENTS, TOP OF STALLS					
DISINFECT FIXTURE, WALLS, PARTITIONS, DOORS, ETC.					
CLEAN & SANITIZE ALL TRASH CANS INSIDE /OUT					
CLEAN & REFILL FLOOR DRAINS					
MACHINE SCRUB FLOORS					

MONTHLY TASK

JOB DESCRIPTIONS	COMPLETED	
	DATE	INITIALS
DUST CEILING & WALL VENTS		
WASH ALL GLASSES – DOOR, PARTITION, EXTERIOR WINDOW		
DETAIL CARPET EDGES UNDER & AROUND FURNITURE		
MACHINE SCRUB , WAX & BUFF TILE FLOORS		
BONNET (DRY SHAMPOO) CLEAN ALL CARPETED FLOOR		
MACHINE SCRUB & DISINFECT ALL RESTROOMS.		
SCRUB, WAX ALL TILE FLOORS		

QUARTERLY TASK

JOB DESCRIPTIONS	DATE	INITIALS
STRIP, RE-WAX AND BUFF ALL TILE FLOORS		
SHAMPOO ALL COMMON AREA CARPETS – EXTRATION		
COMPLETE WASH & CLEAN RESTROOM WALLS & PARTITION		

EMPLOYEE TRAINING PROGRAM

Prior to job start, Valley Maintenance management will conduct the training of any new personnel at a designated job site. And will retrain all existing employees on a continual basis. Our training program consists of numerous sessions from the time of employment. The following is an outline of our program:

FIRST SESSION:

1. Welcome new employees to Valley Maintenance, including a discussion of :
 - A. Basic company policies, incentives, and benefits.
 - B. Importance of Quality Levels, Punctuality, Attendance and Security requirements.
 - C. Advancement and growth potential.
2. General discussion of six basic steps in cleaning:
 - A. Care, use, maintenance of equipment/chemicals.
 - B. Ashtray and waste basket emptying.
 - C. Furniture and equipment dusting.
 - D. Dust mopping and vacuuming.
 - E. Spot cleaning.
 - F. Spot mopping or damp mopping.

SECOND SESSION:

1. Tools and standard cleaning methods:
 - A. Ashtray and waste basket emptying and damp wiping.
 - B. Furniture and equipment dusting and polishing.
2. Practical application:
 - A. Company facility
 - B. Field (Hands on) facility

THIRD SESSION:

1. Tools and standard cleaning methods:
 - A. Dust mopping, damp mopping and vacuuming
 - B. Spot cleaning walls, doors, glass, bright work

FOURTH SESSION:

1. Tools and standard methods of restroom cleaning:
2. Practical (On-site work)

FIFTH SESSION:

1. Standard cleaning methods and tools for:
 - A. Wet mopping
 - B. Floor care maintenance
2. Machine buffing
3. Reconditioning / maintaining
4. Stripping and refinishing
5. Practical work (On-site)

ON GOING TRAINING

In addition to the training sessions there are periodic instruction meeting and memos to cover such items as security measures, safety measures and "Pep Talks" regarding absenteeism, tardiness and other instructions regarding policies and procedures for all cleaning personnel.

On the job training will be augmented with classroom training whenever feasible using audiovisual aids consisting of video presentations in the following areas:

1. Motivation of Janitorial Personnel
2. Basic Office Cleaning
3. Basic restroom Cleaning
4. Stripping and Refinishing Hard Floors.
5. Safety Programs

Video covering respective subject matter are an estimated ten to thirty minutes in duration and can be scheduled during lunch breaks or before or after work.

VMC support a very aggressive safety training program. This program is important to all of our customers since it is keeping highly skilled personnel on the job at maximum efficiency and keep our insurance rates to a minimum. We abide by all **CAL-OSHA** requirements and keep a copy of all **MSDS** sheets in our main office and at each job site.



TRAINING CERTIFICATION/JANITORIAL PERSONNEL

VALLEY MAINTENANCE, CORP.

I certify that the employees named below have received the following training and have been provided the necessary safety equipment.

	YES	NO
Material Safety Data Sheet (MSDS) Training	_____	_____
Blood Borne Pathogen Training	_____	_____
Personal Protective Equipment Training	_____	_____
Injury / Illness Program Training	_____	_____
Employee(s) has been trained in safety and emergency procedures.	_____	_____
Employee(s) has been furnished with appropriate uniform.	_____	_____

Employee Name _____

Facility Assigned _____

Employee Name _____

Facility Assigned _____

Employee Name _____

Facility Assigned _____

Signature _____
(Authorized Company Representative)

Date _____

Name _____

Title _____

EQUIPMENT AND SUPPLIES

CONTROLLED ENVIRONMENTAL SERVICES PROGRAM

Priority Services is committed to improving the working environments of our customers. Our operating philosophy is grounded on a belief that we should be a leader in our industry in implementing environmental program.

To do this, we developed **GREEN CLEAN** program that leverage recent environmental innovations and that support our client's effort to manage green buildings.

The **GREEN CLEAN** program is founded on following modus operandi.

- Purchase products and equipment that minimize or eliminate any harmful impact to the environment.
- Ensure that the products we use and our operations are safe for our employees, customers and the environment.
- Reduce, or prevent, the environmental impact of any products we use whenever possible.
- Meet or exceed the requirements of all environmental laws and regulations.
- Continually assess our environmental technology and programs, and monitor progress toward environmental goals.
- Ensure every employee understands and responsive and accountable for incorporating environmental considerations in daily business activities.

LIST OF SUPPLIES

	ENVIRONMENTALLY CLEANER	MAKERS	PRODUCT NAME
1	All purpose Cleaner	Maintex	Impact EES
2	Glass and Window Cleaner	Maintex	Glacier
3	Bathroom Cleaner / Deodorizer	Maintex	Shimmer
4	Lime and Scale Remover	Maintex	Oxy Citrus
5	Floor Surface Cleaner	Maintex	Trailwinds
6	Degreaser / Cleaner	Maintex	Pristine
7	Carpet Shampoo	Ecolab	Revitalize 151
8	Chrome Polish	Maintex	Excalibur
9	Graffiti Remover	Maintex	Graffiti Remover
10	Brass Polish / Cleaner	Maintex	Sta-Brite
11	Floor Finish	Maintex	Dura ZF
12	Floor Stripper	Maintex	Trend ES

As listed above all cleaning supplies, materials used in the performance of Janitorial Service are Environmentally friendly materials and have been cleared through the Industrial Hygiene Department via MSDS, suitable for the purpose intended, and will provide results necessary to provide the high standards of cleanliness required under this service contract.



CLIENT REFERENCES : PUBLIC AGENCY- WORK IN PROGRESS & UNDER CONTRACT

- 

1. Company **City of La Habra**

Address 201 E. La Habra Blvd.
La Habra, CA 90671

Contact Name **Mr. Mark McLeran**

Phone Number **562-905-9791** Fax Number **562-905-9690**

Email markm@lahabracity.com

Years and nature of relationship **6 Years. Janitorial Services Contract for city facilities / \$ 210,000 Annual Contract Price**

- 

2. Company **City of Riverside**

Address 3936 Chestnut Street
Riverside, CA 92501

Contact Name **Ms. Lee Withers**

Phone Number **951-351-6084** Fax Number **951-351-6069**

Email Lwithers@riversideca.gov

Years and nature of relationship **6 Years. Janitorial Service Contract for 12 Community Centers / \$ 288,000 Annual Contract Price**

- 

3. Company **City of Tustin**

Address 1472 Service Road
Tustin, CA 92780

Contact Name **Mr. Jason Churchill**

Phone Number **714-573-3355**

Email jchurchill@tustinca.org

Years and nature of relationship **6 Years. Janitorial and Day Porter Services / \$ 312,000 Annual Contract Price**

- 

4. Company **City of Glendora**

Address 116 E. Foothill Blvd.
Glendora, CA 91741

Contact Name **Ms. Raquel Zepeda**

Phone Number **626-852-4875**

Email RZepeda@ci.glendora.ca.us

Years and nature of relationship **5 Years. Janitorial Services for Park Restrooms / \$ 68,500 Annual Contract Price**

- 

5. Company **City of Irvine**

Address One Civic Center Plaza Drive
Irvine, CA 92606

Contact Name **Mr. Mario Lujan or Mr. Michael Morgan**

Phone Number **949-724-7707 / 949-724-6788**

Email mlujan@ci.irvine.ca.us / mmorgan@ci.irvine.ca.us

Years and nature of relationship **11 Years. Janitorial Services for 52 city facilities / \$ 853,000 Annual Contract Price**

- 

6. Company **City of Redlands**

Address 35 Cajon Street Redlands
Redlands, CA 92373

Contact Name **Ms. Kathleen Giorgianni**

Phone Number **909-798-7655**

Email kgiorgianni@cityofredlands.org

Years and nature of relationship **1 Year. Janitorial Services for 16 city facilities / \$ 297,600 Annual Contract Price**

APPENDIX 3 - Certification of Proposal

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal.

- 1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- 2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- 3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal
- 6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer:

VALLEY MAINTENANCE CORP.

By



(Authorized Signature)

Type Name BRUCE M. HWANG

Title: VICE PRESIDENT

Date MARCH 6, 2017



City Council Staff Report

DATE: April 5, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-I.

TO: The Honorable Mayor and City Council
FROM: Tito Haes, Interim Director of Public Works
SUBJECT: Approval of Amendment to West Coast Arborists Agreement

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving a budget amendment of \$81,900 from the general fund for a total allocation of \$125,000 for additional tree maintenance expenditures;
2. Authorizing the City Manager to execute an amendment to the Agreement with West Coast Arborists, in a form approved by the City Attorney, increasing the annual tree trimming and maintenance cost from \$315,000 to \$440,000; and
3. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

The City of Monterey Park contracts out the majority of regular and emergency tree maintenance work with West Coast Arborist Inc. Staff is requesting City Council authorization for additional funding to complete the annual tree maintenance schedule.

BACKGROUND:

The Parks Division provides for the care and maintenance of approximately 10,000 City trees located in parks, parkways, medians, etc. The City is divided into 14 different grids and four of the fourteen grids are trimmed annually. Three of the grids are rotated citywide and the fourth grid that includes Garvey, Garfield, and Atlantic Boulevards are trimmed annually. The annual cost for trimming the four grids is \$360,000.

During the fiscal year, staff completed a survey of our tree inventory and determined 168 trees were recommended for removal due to possible safety concerns. These trees necessitated immediate removal to limit the City's liability exposure. In addition, with the recent, multiple rain and wind storms, the City had to call out WCA to perform emergency, after hours work to clear the public right of way of downed trees. As such, the City has incurred abnormally high and unanticipated costs in tree removals/replacements so far this year. In order to complete the regular maintenance trimming for the remaining trees in this year's grids and anticipated emergency tree removals for the rest of the FY 2016-17, staff is requesting an additional \$125,000 in funding.

FISCAL IMPACT:

The funding sources for the urgent tree maintenance expenditures of \$125,000 will come from: Accounts 0010-801-6508-39860, \$13,500; 0043-801-6508-39860, \$7,000; 0092-801-6508-39860, \$22,600, and 0010-801-6516-31190 \$81,900. The allocation of \$81,900 is required for a budget amendment from the General Fund for FY 2016-2017.

Respectfully submitted by:



Tito Haes
Interim Director of Public Works

Prepared by:



Chris Reyes
Parks Superintendent

Approved by:



Ron Bow
Interim City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney



City Council Staff Report

DATE: April 5, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-J.

TO: The Honorable Mayor and City Council
FROM: Ron Bow, Interim City Manager
SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK, CALIFORNIA APPOINTING COUNCIL
REPRESENTATIVES TO SPECIFIC ORGANIZATIONS

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt a Resolution appointing representatives to specific organizations; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Pursuant to Section VIII of the City Council's Policies and Procedures, the City Council generally appoints representatives to various regional and community organizations each July. Appointments are recommended by the Mayor and confirmed by the City Council.

BACKGROUND:

There are currently ten (10) associations/organizations requiring a City Council representative. One organization, the Los Angeles County Sanitation District, requires that the Mayor be the Council representative. The alternate representative has traditionally been the Mayor Pro Tem.

FISCAL IMPACT:

None.

Respectfully submitted and
approved by:



Ron Bow
Interim City Manager

Prepared by:



Cindy H. Trang
Deputy City Clerk

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENT 1: Resolution

ATTACHMENT 1

Resolution

RESOLUTION NO.

A RESOLUTION ASSIGNING REPRESENTATIVES TO SPECIFIC ORGANIZATIONS IN ACCORDANCE WITH SECTION VIII OF THE CITY COUNCIL POLICIES AND PROCEDURES.

The City Council does resolve as follows:

Section 1. The City Council finds and declares that:

- A. The City Council of the City of Monterey Park supports Elected Official representation in local associations and organizations.
- B. These specific local associations and organizations require Elected Official and/or staff representation.
- C. Section VIII of the City Council's Policies and Procedures requires the City Council to review all Committee/Organization assignments each July; however, due to the election of a new Council Member, a review of the appointments is required sooner. Appointments are made at the recommendation of the Mayor, with City Council Approval.

Section 2. Council Members are appointed to the following local associations and organizations:

Board of Education/City Council Joint Use Committee (Alhambra School District)

Representative: Mitchell Ing

Representative: Hans Liang

Staff Representative: Director of Recreation and Community Services

California Contract Cities Association

Representative: Mitchell Ing

Alternate: Stephen Lam

Independent Cities Association

Representative: Hans Liang

Alternate: Peter Chan

League of California Cities

Representative: Peter Chan

Alternate: Stephen Lam

Los Angeles County Sanitation District	Representative:	Mayor
	Alternate:	Mayor Pro Tem
San Gabriel Valley Council of Governments	Representative:	Mitchell Ing
	Alternate:	Stephen Lam
San Gabriel Valley Economic Partnership	Representative:	Stephen Lam
	Alternate:	Peter Chan
San Gabriel Valley Mosquito Abatement District:	Representative:	Joseph Leon
Sister City Commission	Representative:	Hans Liang
	Alternate:	Stephen Lam
Southern California Association of Governments (SCAG)	Representative:	Teresa Real Sebastian

Section 3. This Resolution takes effect immediately upon its adoption. The City Clerk is directed to certify to the adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 5th day of April, 2017.

Teresa Real Sebastian, Mayor

ATTEST:

Vincent D. Chang, City Clerk

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 5th day of April 2017, by the following vote:

Ayes:	Council Members:
Noyes:	Council Members:
Absent:	Council Members:
Abstain:	Council Members:

Dated this 5th day of April, 2017.

Vincent D. Chang, City Clerk
Monterey Park, California



City Council Staff Report

DATE: April 5, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-K.

TO: The Honorable Mayor and City Council
FROM: Ron Bow, Interim City Manager
SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING THE MONTH OF APRIL AS NATIONAL DONATE LIFE MONTH TO HELP ENCOURAGE AMERICANS TO REGISTER AS ORGAN, EYE AND TISSUE DONORS AND TO CELEBRATE THOSE THAT HAVE SAVED LIVES THROUGH THE GIFT OF DONATION

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt a Resolution declaring the month of April as National Donate Life Month;
and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

National Donate Life Month promotes awareness and encourages registration as organ, eye and tissue donors as well as honors those individuals that have saved lives through donation.

BACKGROUND:

Donate Life America, founded in 1992 as the Coalition on Donation, is a nonprofit association of national organizations and local partnerships in the United States dedicated to educating the public about organ, eye, and tissue donation. National Donate Life Month was established by Donate Life America and its joint affiliations in 2003.

Donate Life and Associates are responsible for facilitating high-performing donor registries; developing and executing effective multi-media donor education programs; and motivating the American public to register as organ, eye and tissue donors.

There are currently 119,000 candidates on the waiting list. In 2016, 33,600 transplants brought new life to patients and their families. Every ten minutes another name is added to the National Organ Transplant Waiting List. Approximately 22 people die each day because an organ was not available for them.

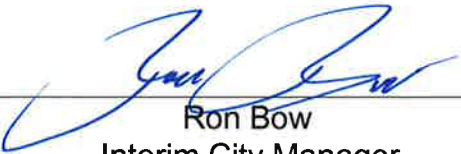
This year's 2017 National Donate Life Month theme is "Teammates in Life". It shares the incredibly powerful message that when we choose to take care of one another through life's journey, pay it forward, and honor those who have helped us on this journey; our families, our communities, and the world are richer. Lifesaving and healing organ, eye, and tissue donation and transplantation is a dramatic example of how we are all teammates in life. This year's theme reminds us that no one succeeds alone and that we all thrive by working together.

April 21st is recognized as National Donate Life Blue & Green Day. During this day, the public is encouraged to wear blue and green and hold events and fundraisers, and partner with local restaurants, malls, media, and community organization in an effort to promote the success of organ, eye and tissue transplantation and the extreme need for registered donors.

In California, there are four federally designed nonprofit organ procurement organizations (OPOs) who work closely with hospitals and transplant centers to facilitate the organ donation and transplantation process. One can register online at the U.S. Department of Health and Human Services' website, Organdonor.gov, the Department of Motor Vehicles Website, or the Donate Life America website.

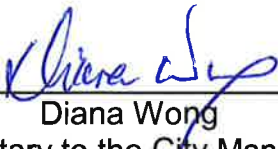
Donate Life America was brought to the City's attention by Raquel Rodriguez, the Ambassador to Monterey Park, whose tragic loss of her 17 month grandson, Malaikye Payne, made her aware of the importance of tissue, eye and organ donations. Others live on through Malaikye's gift of organ donations and therefore it is as if he lives on through them. The past few years, the Mayor has been asked to place a rose on the Donate Life's Rose Parade float's Dedication Garden in memory of Mailaikye.

Respectfully submitted and approved
by:



Ron Bow
Interim City Manager

Prepared by:



Diana Wong
Secretary to the City Manager

ATTACHMENT 1: Resolution

ATTACHMENT 1

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING THE MONTH OF APRIL AS NATIONAL DONATE LIFE MONTH TO HELP ENCOURAGE AMERICANS TO REGISTER AS ORGAN, EYE AND TISSUE DONORS AND TO CELEBRATE THOSE THAT HAVE SAVED LIVES THROUGH THE GIFT OF DONATION

The City Council does resolve as follows:

Section 1. The City Council finds and declares that:

- A. National Donate Life Month (NDLM) was started by Donate Life America and its partnering organizations in 2003. Celebrated in April each year, NDLM features an entire month of local, regional and national activities to help encourage Americans to register as organ, eye and tissue donors and to celebrate those that have saved lives through the gift of donation.
- B. Donate Life America is a non-profit association of national organizations and groups across the United States committed to increasing organ, eye and tissue donation. Donate Life America monitors Donate Life, and assists Donate Life State Teams and national partners with high-performing donor registries; developing and executing effective multi-media donor education programs; and motivating the American public to register as organ, eye and tissue donors.
- C. This year's 2017 National Donate Life Month theme is "Teammates in Life". It shares the incredibly powerful message that when we choose to take care of one another through life's journey, pay it forward, and honor those who have helped us on this journey; our families, our communities, and the world are richer. Lifesaving and healing organ, eye, and tissue donation and transplantation is a dramatic example of how we are all teammates in life. This year's theme reminds us that no one succeeds alone and that we all thrive by working together.
- D. There are currently 119,000 candidates on the waiting list. There were 33,600 transplants done in 2016. Every ten minutes another name is added to the National Organ Transplant Waiting List. Approximately 22 people die each day because an organ was not available for them.

- E. The vision of Donate Life America is for people to realize the importance of organ, eye and tissue donation and to support the efforts of these organizations to change of the lives of so many in need.
- F. Donate Life America was brought to the City's attention by Raquel Rodriguez, the Ambassador to Monterey Park, whose tragic loss of her 17 month grandson, Malaikye Payne, made her aware of the importance of tissue, eye and organ donations. Others live on through Malaikye's gift of organ donations and therefore it is as if he lives on through them. The past few years, the Mayor has been asked to place a rose on the Donate Life's Rose Parade float's Dedication Garden in memory of Mailaikye.

Section 2. The City Council further declares:

- A. It is imperative that everyone register as a tissue, eye and organ donor, providing others with a legacy of hope and the gift of life. Register online at the U.S. Department of Health and Human Services' website, Organdonor.gov, the Department of Motor Vehicles Website, or the Donate Life America website.
- B. On National Donate Life Blue & Green Day on April 21st, 2017, residents are encouraged to wear blue and green, participate in events and fundraisers, and partner with community organizations in an effort to increase awareness about becoming a registered tissue, eye, and organ donor.
- C. The Month of April as National Donate Life Month and to remember Mailaikye Payne as a lasting example of life-changing miracles we can achieve by being a donor.

Section 3. This Resolution takes effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 5th day of April 2017.

Teresa Real Sebastian
Mayor
Monterey Park, California

ATTEST:

Vincent D. Chang, City Clerk
Monterey Park, California

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 5th day of April 2017, by the following vote:

Ayes:
Noyes:
Absent:
Abstain:

Dated this 5th day of April 2017

Vincent D. Chang, City Clerk
Monterey Park, California