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
August 16, 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 Police Explorers**
ROLL CALL	**Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang, Teresa Real Sebastian**

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS. 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 AUGUST 16, 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 August 16, 2017 totaling $19.77 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 MONTHLY INVESTMENT REPORT – JULY 2017

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

(1) Receive and file the Monthly Investment Report; and

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

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

[4.] PUBLIC HEARING

4-A. APPEAL BY MAYOR TERESA REAL SEBASTIAN AND COUNCILMEMBER MITCHELL ING OF PLANNING COMMISSION RESOLUTION NO. 03-17, ADOPTED ON JUNE 27, 2017, APPROVING A MODIFICATION OF CONDITIONAL USE PERMIT (CUP-17-02) TO ALLOW A NEW 5-STORY MIXED-USE DEVELOPMENT AND GENERAL ON-SALE ALCOHOL USE AND TENTATIVE MAP NO. 074409 (TM-17-02) TO ALLOW FOR THE SUBDIVISION OF AIR-RIGHTS TO ESTABLISH A HOTEL AND 84 RESIDENTIAL UNITS IN THE R-S, P-D (REGIONAL SPECIALTY, PLANNED DEVELOPMENT) ZONE – 420 NORTH ATLANTIC BOULEVARD (BEST WESTERN)

It is recommended that the City Council consider:

(1) Opening a public hearing to consider the appeal by Mayor Sebastian and Councilmember Ing;

(2) Taking testimonial and documentary evidence;

(3) Closing the public hearing;

(4) After considering the evidence, determine whether to uphold, amend, or overturn Planning Commission Resolution No. 03-17; and

(5) Taking such additional, related, action that may be desirable.

[5.] OLD BUSINESS

5-A. ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTER 9.06 REGULATING AIRCRAFT WITHIN THE CITY OF MONTEREY PARK

It is recommended that the City Council consider:

(1) Receiving and filing this report;

(2) Providing such additional direction that may be appropriate; and

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

[6.] NEW BUSINESS

6-A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF AUGUST 16, 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 August 16, 2017 totaling $592,641.01 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. MONTHLY INVESTMENT REPORT – JULY 2017

It is recommended that the City Council:

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

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

6-C. 2016-2017 ANNUAL INVESTMENT REPORT

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

(1) Receive and file the 2016-17 Annual Investment report;

(2) Adopt a Resolution authorizing the Treasurer to implement the City's Investment Policy for FY 2017-18; and

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

6-D. APPROVAL OF RESOLUTION SETTING THE SOLID WASTE REFUSE RATES

It is recommended that the City Council:

(1) Adopt Resolution No. ____setting the solid waste refuse rates; and

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

6-E. AWARD OF CONTRACT WITH HDL SOFTWARE, LLC FOR BUSINESS LICENSE AUDIT SERVICES

It is recommended that the City Council:

(1) Authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with HdL Software, LLC for Business License Auditing Services;

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

6-F. RECOMMENDATION TO RENEW THE AGREEMENT WITH WORLD JOURNAL LA, LLC, TO BE THE CO-PRODUCER OF THE MONTEREY PARK LUNAR NEW YEAR FESTIVALS FOR 2018, 2019, AND 2020

It is recommended that the City Council:

(1) Authorize the City Manager to execute a 3 year agreement with an option to extend for 2 additional 1 year periods, in a form approved by the City Attorney, with World Journal LA, L.L.C. to co-produce the Monterey Park Lunar New Year Festival, on dates to be determined by the City and

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

6-G. ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA APPROVING AND ADOPTING THE MEMORANDA OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEREY PARK MID-MANAGEMENT ASSOCIATION FIXING THE RATE OF COMPENSATION AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR REPRESENTED EMPLOYEES FOR THE TERM JULY 1, 2017 TO JUNE 30, 2019

It is recommended that the City Council:

(1) Adopt a Resolution approving implementation of a Memoranda of Understanding between the City of Monterey Park and the Monterey Park Mid-Management Association (MMA);

(2) Authorize the expenditure of $167,684 for the 2017-2018 fiscal year, and amend the 2017-2018 Budget accordingly; and

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

6-H. EMERGENCY REPAIRS AT LANGLEY CENTER

It is recommended that the City Council:

(1) Adopt Resolution no. ____ finding that an emergency exists within the City and authorizing contracting without the need for bidding pursuant to Public Contracts Code §§ 20168 and 22050;

(2) Authorize the City Manager, or designee, to execute a public works contract, in a form approved by the City Attorney, with R. Dependable Construction, Inc.

(3) Authorize the City Manager, or designee, to accept the repairs completed by R. Dependable Construction, Inc. and make final payment to R. Dependable Construction, Inc. of $8,618.00; and

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

CEQA (California Environmental Quality Act):

The project is exempt from review under the California Environmental Quality (Public Resources Code § 21000, *et seq*. ("CEQA")) and CEQA Guidelines (14 Cal. Code of Regs. § 15000, *et seq.*) § 15269(b) because the emergency purchase and related work is necessary to maintain service essential to the public, health and welfare.

6-I. GRANULAR ACTIVATED CARBON CHANGEOUT – AWARD OF CONTRACT

It is recommended that the City Council:

(1) Authorize the City Manager to execute agreements, in a form approved by the City Attorney, with Prominent Systems, Inc. and Carbon Activated Corporation for a combined total not to exceed $400,000 for Granular Activated Carbon (GAC) Changeout; and

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

CEQA (California Environmental Quality Act):

The proposed work involves minor alterations to existing public facilities and therefore is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

6-J. ROAD REPAIR MATERIALS PURCHASING

It is recommended that the City Council:

(1) Authorize the City Manager to execute a one year agreement, in a form approved by the City Attorney, with Vulcan Materials Company in the amount of $100,000, for purchasing road repair materials;

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

6-K. SOLICITATION FOR BIDS - AUTHORIZATION TO ADVERTISE REPAINTING OF BARNES PARK AND GARVEY RANCH DAYCARE CLASSROOMS PROJECT

It is recommended that the City Council:

(1) Adopt a resolution authorizing staff to advertise the Repainting of Barnes Park and Garvey Ranch Daycare Classrooms Project; and

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

CEQA (California Environmental Quality Act):

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

6-L. 2017 SEWER SYSTEM CIPP RELINING AND SPOT REPAIRS – AUTHORIZATION TO ADVERTISE

It is recommended that the City Council:

(1) Adopt a resolution authorizing staff to advertise the 2017 Sewer System CIPP Relining and Spot Repairs project; and

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

CEQA (California Environmental Quality Act):

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

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

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

ADJOURN

City Council Staff Report

DATE: **August 16, 2017**

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

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, CPFO, Interim Director of Management Services

SUBJECT: Warrant Register for Successor Agency to the Former Community Redevelopment Agency of
August 16, 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 **August 16, 2017 totaling $19.77** 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 **346.**

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 **$19.77.**

Respectfully submitted:

Annie Yaung, CPFO
Interim Director of Management Services

Approved By:

Ron Bow
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
16TH DAY OF AUGUST 2017
TOTALING $19.77 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID**

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

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

Atlantic/Garvey Projects	$	19.77
Total	$	19.77

PASSED, APPROVED AND ADOPTED THE 16TH DAY OF AUGUST 2017.

Teresa Real Sebastian, Mayor
City of Monterey Park, California

ATTEST:

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

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

I hereby certify that this resolution was duly adopted by the Successor Agency to the Former Community Redevelopment Agency, at a regular meeting held on the 16th of August 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 08/16/2017

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0860-801-1203-32050	19.77	INTERNET/PHONE SERVICE		346	
						19.77
	TOTAL FOR PREPAID WARRANTS					**19.77**
	PRINTED	19.77				
	E-PAYABLE	0.00				

TOTAL FOR PREPAID WARRANTS	19.77
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	0.00
TOTAL FOR PRINTED E-PAYABLES	0.00
TOTAL WARRANTS	19.77
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 08/16/2017
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	19.77	0.00	19.77
	TOTAL	**19.77**	**0.00**	**19.77**

City Council Staff Report

DATE: August 16, 2017

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

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, Interim Director of Management Services

SUBJECT: Successor Agency Monthly Investment Report – July 2017

RECOMMENDATION: It is recommended that the City Council:

(1) Receive and file the Monthly Investment Report; and

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

EXECUTIVE SUMMARY:

As of July 31, 2017 invested funds for the Successor Agency of the City of Monterey Park is as follows:

• Successor Agency (SA) Checking	41,510.60
• Successor Agency (SA) RORF	321,190.00
Total	$ 362,700.60

BACKGROUND:

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

Respectfully submitted and prepared by:

Annie Yaung, CPFO
Interim Director of Management Services

Approved by:

Ron Bow
City Manager

City Council Staff Report

DATE: August 16, 2017
AGENDA ITEM NO: Public Hearing Agenda Item 4-A.

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Appeal by Mayor Teresa Real Sebastian and Councilmember Mitchell Ing of Planning Commission Resolution No. 03-17, adopted on June 27, 2017, approving a modification of Conditional Use Permit (CUP-17-02) to allow a new 5-story mixed-use development and general on-sale alcohol use and Tentative Map No. 074409 (TM-17-02) to allow for the subdivision of air-rights to establish a hotel and 84 residential units in the R-S, P-D (Regional Specialty, Planned Development) Zone – 420 North Atlantic Boulevard (Best Western).

RECOMMENDATION:

It is recommended that the City Council consider:

(1) Opening a public hearing to consider the appeal by Mayor Sebastian and Councilmember Ing;
(2) Taking testimonial and documentary evidence;
(3) Closing the public hearing;
(4) After considering the evidence, determine whether to uphold, amend, or overturn Planning Commission Resolution No. 03-17; and
(5) Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On June 27, 2015, the Planning Commission adopted Resolution No. 03-17 which approved a modification of conditional use permit (CUP-17-02) and Tentative Map No. 074409 (TM-17-02) for construction of a mixed-use development located at 420 North Atlantic Boulevard. The purpose of the modification was to incorporate a newly acquired property located on the northeast corner of Atlantic Boulevard and Emerson Avenue, which allowed the applicant to add 34 hotel rooms to the hotel component of the project, add an additional restaurant space, and provide additional parking to accommodate the additional rooms and restaurant. On July 7, 2017, two City Councilmembers timely appealed the Planning Commission's decision pursuant to Monterey Park Municipal Code (MPMC) § 1.10.060.

BACKGROUND AND ANALYSIS

The Planning Commission staff report dated June 27, 2017 and the minutes from the June 27, 2017 Planning Commission meeting are attached. In brief, the Planning

Commission adopted Resolution No. 03-17 on June 27, 2017 which approved a supplemental mitigated negative declaration and a mitigation monitoring and program; a conditional use permit; and a tentative map allowing development of a mixed-use project at 420 North Atlantic Boulevard (the "Project").

As demonstrated in Resolution No. 03-17, the Planning Commission did not find any substantive evidence within the record supporting denial of the conditional use permit or tentative map for the Project. To the contrary, the Planning Commission found that the Project meets the requirements of applicable law.

This matter was timely appealed by two Councilmembers. Following a hearing, the City Council may sustain, modify, reject, or overrule Planning Commission Resolution No. 03-17. Should the City Council choose to modify, reject, or overrule the Planning Commission's decision, it would need to make findings consistent with Government Code § 66474 and Monterey Park Municipal Code (MPMC) § 1.10.070 to support its decision. In this instance, a resolution reflecting the City Council's findings would be brought back at a subsequent meeting to memorialize the City Council's decision. An action to sustain Planning Commission Resolution No. 03-17 does not require any additional City Council findings; it can simply affirm the Planning Commission's decision by majority vote.

Building Height

The appeal cited concerns regarding building height and traffic. The General Plan Land Use Element Policy 3.1 allows higher density development around and south of the Atlantic Boulevard/Hellman Avenue intersection. According to MPMC § 21.14.090, the Planned Development (P-D) Overlay Zone allows a maximum floor area ratio of 2.25 and building height of 75 feet in the Mixed-Use I (MU-I) areas. The development intensity and density will step down southerly along Atlantic Boulevard from a floor area ratio of 2.25 and height of 6 stories and 75 feet at Atlantic Times Square to a floor area ratio of 2.0 and a height of 5 stories and 62 feet inches at the Best Western development. The applicant opted not to maximize the building height or floor area ratio, as compared to Atlantic Times Square and the Courtyard by Marriott.

Traffic

As to traffic concerns, project impacts for the overall project were analyzed, reviewed, and approved by the Planning Commission on December 13, 2016. As discussed in the Supplemental Mitigated Negative Declaration, a Traffic Study was prepared as part of the environmental assessment for the proposed project. The Traffic Study studied the intersections and on-site and off-site circulation. The trip generation and parking demand of the project were calculated using the nationally accepted rates defined by the Institute of Transportation Engineers (ITE). Additionally, the City established specific thresholds for project-related increases in the Intersection Capacity Utilization (ICU) values of signalized study intersections. As part of the traffic analysis, the cumulative impacts were evaluated which included all three entitled hotel projects along Atlantic Boulevard. According to the Traffic Study, based on the ITE rates and City's traffic criteria, the proposed project will not create significant traffic impacts at the 13 study intersections. Moreover, the proposed project is not anticipated to generate a demand on tour buses.

According to the Traffic Study, the project has incorporated several design features into the project to reduce any potential traffic impacts. The property will be accessible from North Atlantic Boulevard, North Chandler Avenue, and West Emerson Avenue. As to on-site and off-site improvements proposed as part of the development, at the western portion of the property adjacent to North Atlantic Boulevard, 13-feet of the depth will be dedicated to the City for street widening purposes. With the inclusion of the corner lot, the dedication will allow for the creation of a third northbound travel lane, which will align with the Atlantic Times Square development to the north. The existing driveway located at the northern portion of the lot will be relocated to the southern portion of the lot. The project access on Atlantic Boulevard will be restricted to right-turns in and out and left-turns in only. Left-turns out will be restricted. Additionally, an exclusive 50 foot southbound left-turn lane will be provided on Atlantic Boulevard to provide a shelter location for drivers to wait to access the property.

The proposed project is designed according to the standards outlined in MPMC Chapter 21.14 and complies with the goals and objectives identified in the General Plan.

LEGAL NOTIFICATION:

The legal notice of this hearing was posted at the subject site, City Hall, Monterey Park Bruggemeyer Library, and Langley Center on **July 18, 2017** and published in the Wave on **July 27, 2017**, with affidavits of posting and publication on file. The legal notice of this hearing was mailed to **184** property owners within a 300 feet radius and current tenants of the property concerned on **July 18, 2017**.

Respectfully submitted:

By:

Michael Huntley
Director of Community and
Economic Development

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

Attachment 1: Planning Commission staff report, dated June 13, 2017
Attachment 2: Planning Commission Resolution No. 03-17
Attachment 3: Planning Commission Minutes June 27, 2017
Attachment 4: Appeals from Council Members Real Sebastian and Ing
Attachment 5: Conditional Use Permit Document (*Available in City Clerk's Office*)
Attachment 6: Architectural Drawings (*Available in City Clerk's Office*)
Attachment 7: Tentative Map Drawings (*Available in City Clerk's Office*)
Attachment 8: Mitigated Negative Declaration (*Available in City Clerk's Office*)

ATTACHMENT 1

Planning Commission staff report, dated June 13, 2017

Planning Commission Staff Report

DATE: June 13, 2017

AGENDA ITEM NO: 3-A

TO: The Planning Commission

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

SUBJECT: Public Hearing: Modification of Conditional Use Permit (CUP-17-02) to allow a new 5-story mixed-use development and general on-sale alcohol use and Tentative Map No. 074409 (TM-17-02) to allow for the subdivision of air-rights to establish a hotel and 84 residential units in the R-S, P-D (Regional Specialty, Planned Development) Zone – 420 North Atlantic Boulevard (Best Western).

RECOMMENDATION:

It is recommended that the Planning Commission consider:

(1) Opening the public hearing;
(2) Receiving documentary and testimonial evidence;
(3) Closing the public hearing;
(4) Adopting a resolution approving Conditional Use Permit (CUP-17-02) and Tentative Map (TM-17-02), subject to conditions contained therein; and
(5) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

On December 13, 2016, the Planning Commission approved a Conditional Use Permit and Tentative Map and certified a Mitigated Negative Declaration (MND) for a proposed mixed-use development. The mixed-use development was comprised of a 102-room hotel, 4,061 square feet restaurant, and 84 residential condominium units with 365 parking spaces provided in two subterranean parking levels, one at-grade level, and one above-grade level. An application to modify the original project was filed on March 28, 2017.

As required by the California Environmental Quality Act (CEQA), modifications to the project must be examined in light of the adopted 2016 MND to determine whether an additional environmental document must be prepared. CEQA authorizes a lead agency to prepare a supplement to a previously adopted MND if some changes or additions are necessary to a previously analyzed project and the conditions described in CEQA Guidelines § 15162 are met. In the 2016 MND, less than significant impacts with mitigations incorporated were identified in the areas of air quality, cultural resources, tribal cultural resources, noise, and transportation and traffic. As it relates to traffic and circulation, less than significant impacts were identified even with the inclusion of the three additional hotels along the Atlantic Boulevard corridor. The Supplemental MND identifies the same mitigation measures for the proposed modified project that were included in the 2016 MND with one supplemental mitigation measure required for tribal cultural resources.

EXECUTIVE SUMMARY:

The applicant, James Chou, is requesting modification of an approved Conditional Use Permit and Tentative Map to construct a new mixed-use development at 420 North Atlantic Boulevard. The subject property is located on the east side of North Atlantic Boulevard. The property is zoned R-S, P-D (Regional Specialty, Planned Development) and the General Plan designation is Mixed-Use I. The request is to modify several items in the Conditional Use Permit, including 1) increasing the project site area; 2) increasing the number of hotel rooms and adding a second restaurant use; and 3) increasing the number of parking spaces for the expanded square footage.

Staff believes the proposed modification are reasonable since additional land has been acquired, which has allowed the developer to make several improvements to the project design, including providing the required 13 feet dedication for street widening to Emerson Avenue, extending the building to the corner of North Atlantic Boulevard and West Emerson Avenue, increasing the number of provided parking spaces, and providing an additional driveway on West Emerson Avenue.

Conditional Use Permit

The P-D Overlay District is intended to provide design flexibility in achieving the purpose and intent of other base zoning districts with which it is combined per Monterey Park Municipal Code ("MPMC") § 21.14.020. Application of the P-D Overlay District is intended to assist in achieving consistency with the policy and intent of the General Plan by allowing flexibility in site design where superior quality attainment can be enhanced by such flexibility. According to MPMC § 21.14.150, a Conditional Use Permit requires a public hearing before the Planning Commission can consider making the findings to approve it. The Best Western Conditional Use Permit was approved by the Planning Commission on December 13, 2016.

According to the approved Conditional Use Permit, modifications pertaining to the project may be granted by the Planning Commission for special circumstances and/or unique architectural features. Requests for the Conditional Use Permit modification of conditions on the project approval may include, without limitation: building height, setbacks, parking, landscapes, signs, lighting, and/or any other design standards that apply to the project. Such requests may be considered administratively by the Director of Community Development providing they do not vary from the standard in excess of 10 percent. In this case, the modifications are significant enough that the Planning Commission should review the changes.

The Planning Commission may approve the request for the Conditional Use Permit modification in whole or in part upon making the following findings regarding the project:

- **Improvements** – Promotes better design, environmental and land planning techniques.
- **Safety** – Development of the project cannot be detrimental to the general health, welfare, safety and convenience of the community.
- **Consistency** – Development must be consistent with the goals and policies of the General Plan, and comply with applicable law, as well as be consistent with objectives of achieving a project that is compatible with the surrounding environment.

The revised Conditional Use Permit is attached with the proposed modifications as discussed above.

Modification #1 – Increased Size of Project Site

In 2017, the Applicant, James Chou, acquired the adjacent property located at 400 North Atlantic Boulevard, on the northeast corner of North Atlantic Boulevard and West Emerson Avenue. The added parcel is 12,470 square feet in size and is currently developed with a one-story 1,186 square feet commercial building constructed in 1959. The building was previously occupied by a used car dealership business with car rental services. It is the Applicant's intent to incorporate this property into the hotel component of the project.

The project site was comprised of three parcels totaling 75,600 square feet (1.74 acres). One parcel has frontage on Atlantic Boulevard and is currently developed with a two-story motel (Best Western Monterey Park Inn), comprised of three detached buildings totaling 56-rooms. The existing motel is 16,226 square feet and was constructed in 1978. There are approximately 49 existing parking spaces. The second and third parcels have frontage on Chandler Avenue. The second parcel is currently developed with a 15-unit two-story apartment building constructed in 1961. The third parcel is vacant. The addition of the fourth parcel will increase the project area from 75,600 square feet (1.74 acres) to 88,070 square feet (2 acres).

Modification #2 – 13 Feet Dedication for Street Widening

A Traffic Study was prepared as part of the 2016 MND. The Traffic Study studied the intersections and on-site and off-site circulation. The trip generation and parking demand of the project was calculated using the nationally accepted rates defined by the Institute of Transportation Engineers (ITE). Additionally, the City has established specific thresholds for project-related increases in the Intersection Capacity Utilization (ICU) values of signalized study intersections. As part of the traffic analysis, the cumulative impacts were evaluated which included all three of the hotel projects along Atlantic Boulevard. According to the Traffic Study, based on the ITE rates and City's traffic criteria, the proposed project will not create significant traffic impacts at the study intersections. Moreover, the proposed project is not anticipated to generate a demand on tour buses. The 2016 Traffic Study was re-analyzed and amended as part of the Supplemental MND.

According to the 2016 Traffic Study, the project incorporated several design features into the project to reduce any potential traffic impacts. The property will be accessible from North Atlantic Boulevard and North Chandler Avenue. With regard to the on-site and off-site improvements proposed as part of the development, at the western portion of the property adjacent to North Atlantic Boulevard, 13-feet of the depth will be dedicated to the City for street widening purposes. The existing driveway located at the northern portion of the lot will be relocated to the southern portion of the lot. The project access on Atlantic Boulevard will be restricted to right-turns in and out and left-turns in only. Left-turns out will be restricted. Additionally, an exclusive southbound left-turn lane will be provided on Atlantic Boulevard to provide a shelter location for drivers to wait to access the property.

According to the Supplemental MND, the required 13-feet wide dedication on Atlantic Boulevard will extend from the subject property to Emerson Avenue, which will accomplish the street widening objectives for that portion North Atlantic Boulevard. The driveway will remain at the previously approved location on Atlantic Boulevard and an additional driveway will be provided on West Emerson Avenue. The turn restrictions on Atlantic Boulevard and the exclusive southbound left-turn lane will remain in place. No additional on-site or off-site improvement or mitigation measures are required in the Supplemental MND.

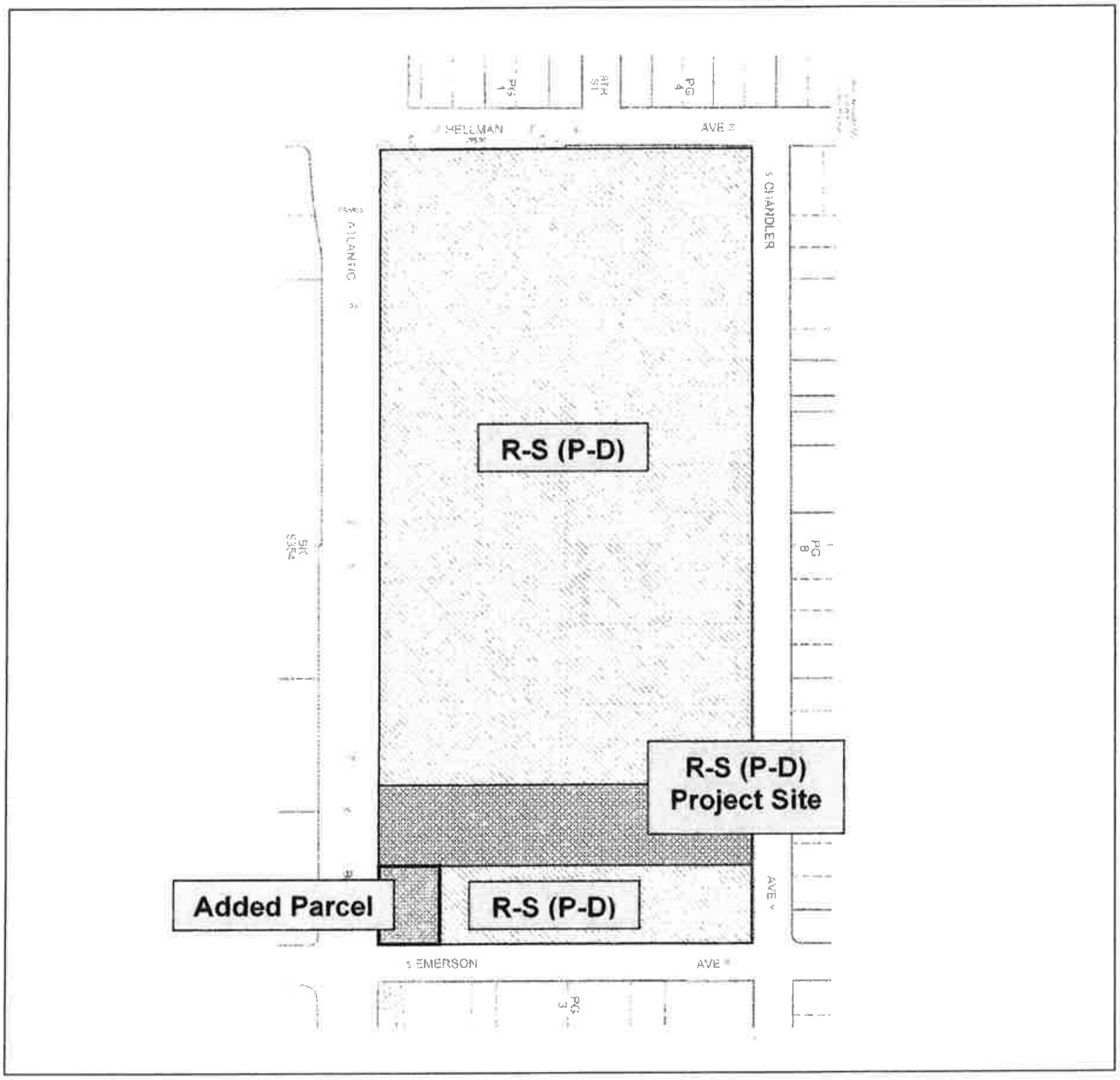
Modification #3 – Additional Parking Spaces

The additional parcel will allow the project to increase the number of hotel rooms from 102 to 136 and provide a second restaurant tenant space that will be 3,472 square feet. The originally proposed 84 residential condominium units will not change. The number of at-grade and subterranean parking spaces will be increased to accommodate the additional hotel rooms and restaurant use.

According to MPMC § 21.14.090(E), for the residential portion of a mixed-use development, a minimum of 2 off-street parking spaces per unit must be provided, plus an additional 0.25 parking spaces per unit must be provided for guest parking. The required number of parking spaces for the residential units will be 168, plus 21 guest parking spaces. According to MPMC Table 21.22(C), 1 parking space will be required per hotel room. For the proposed 136 hotel rooms, 136 spaces will be required and will be provided. The required number of parking spaces for the two restaurant uses will be 10 parking spaces per 1,000 square feet of gross building area, which equates to 71 parking spaces. The total required number of parking spaces would be 396 and the number of provided parking spaces will be 440. Parking will be provided in two-levels of subterranean parking, one level at-grade, and one level above-grade. The parking for the hotel and restaurant use will be accessible from North Atlantic Boulevard and West Emerson Avenue and the parking for the residential units will be accessible from North Chandler Avenue.

OTHER ITEMS:

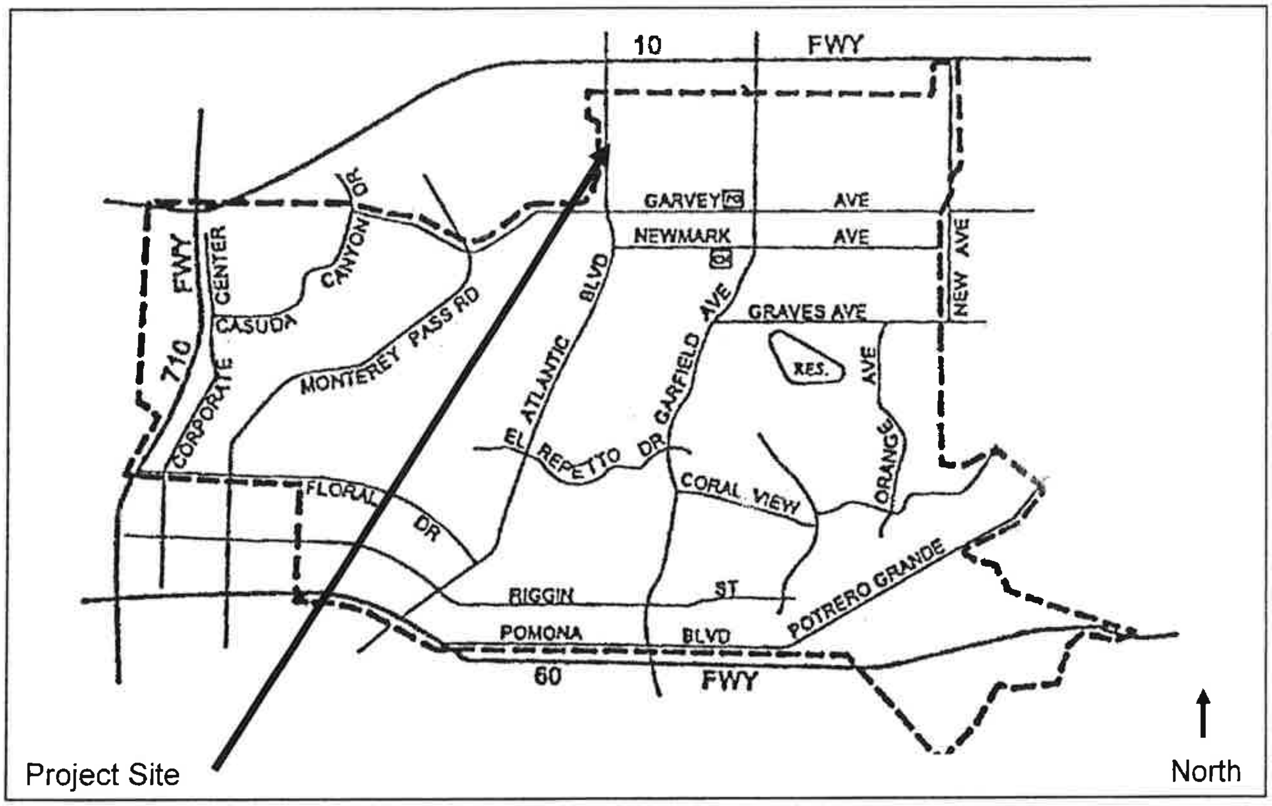
Surrounding Properties



Legal Notification

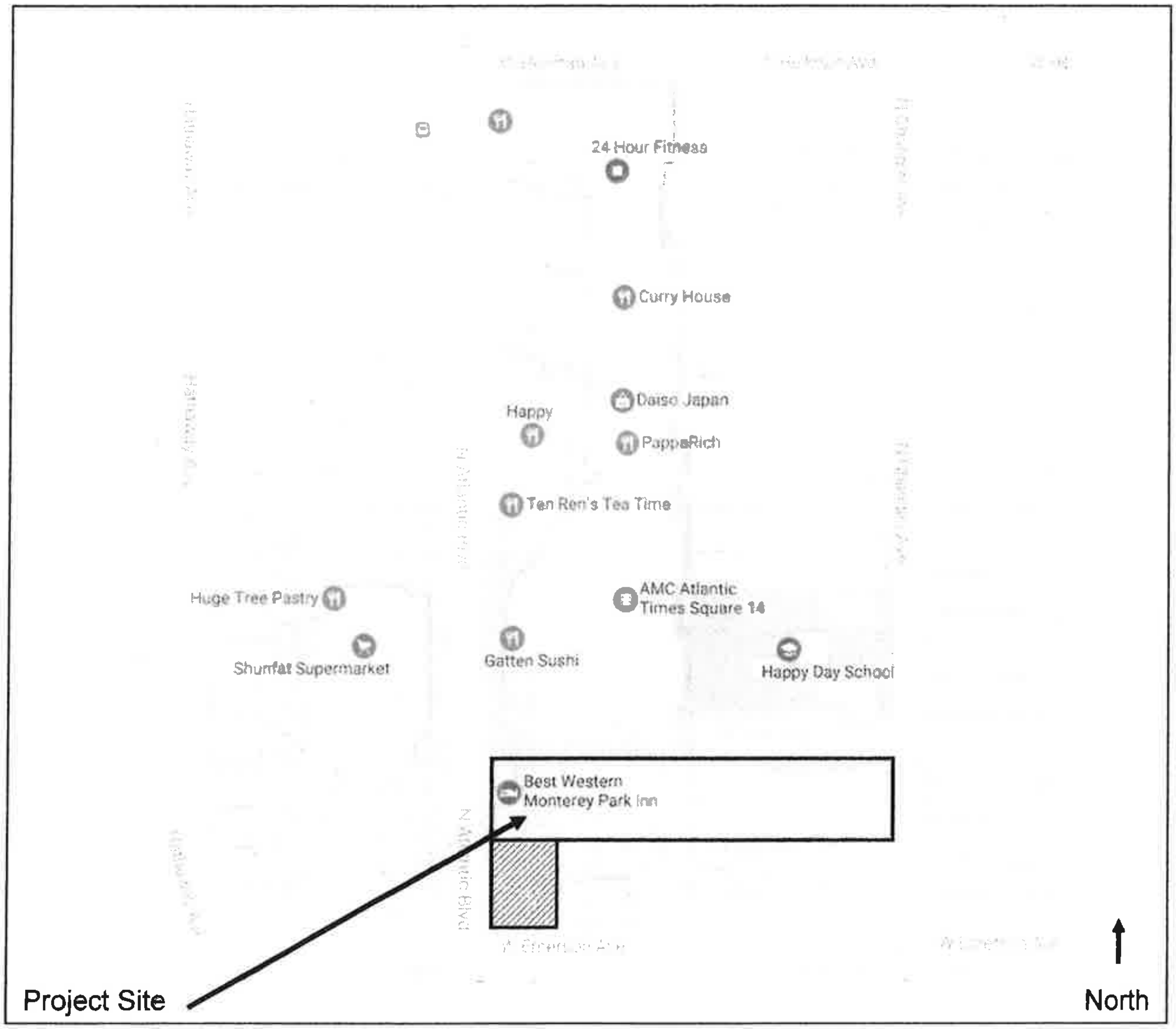
A Notice of Intent to adopt a Mitigated Negative Declaration was published on **May 12, 2017** in the Monterey Park Progress and circulated for public review for a period of 20 days (**May 15, 2017 to June 3, 2017**) and posted on **May 12, 2017**, in the Monterey Park Bruggemeyer Library, Langley Center and the City Hall with affidavits of publishing and posting on file. The legal notice of this hearing was mailed to **164** property owners within a 300 feet radius **May 12, 2017**.

Vicinity Map

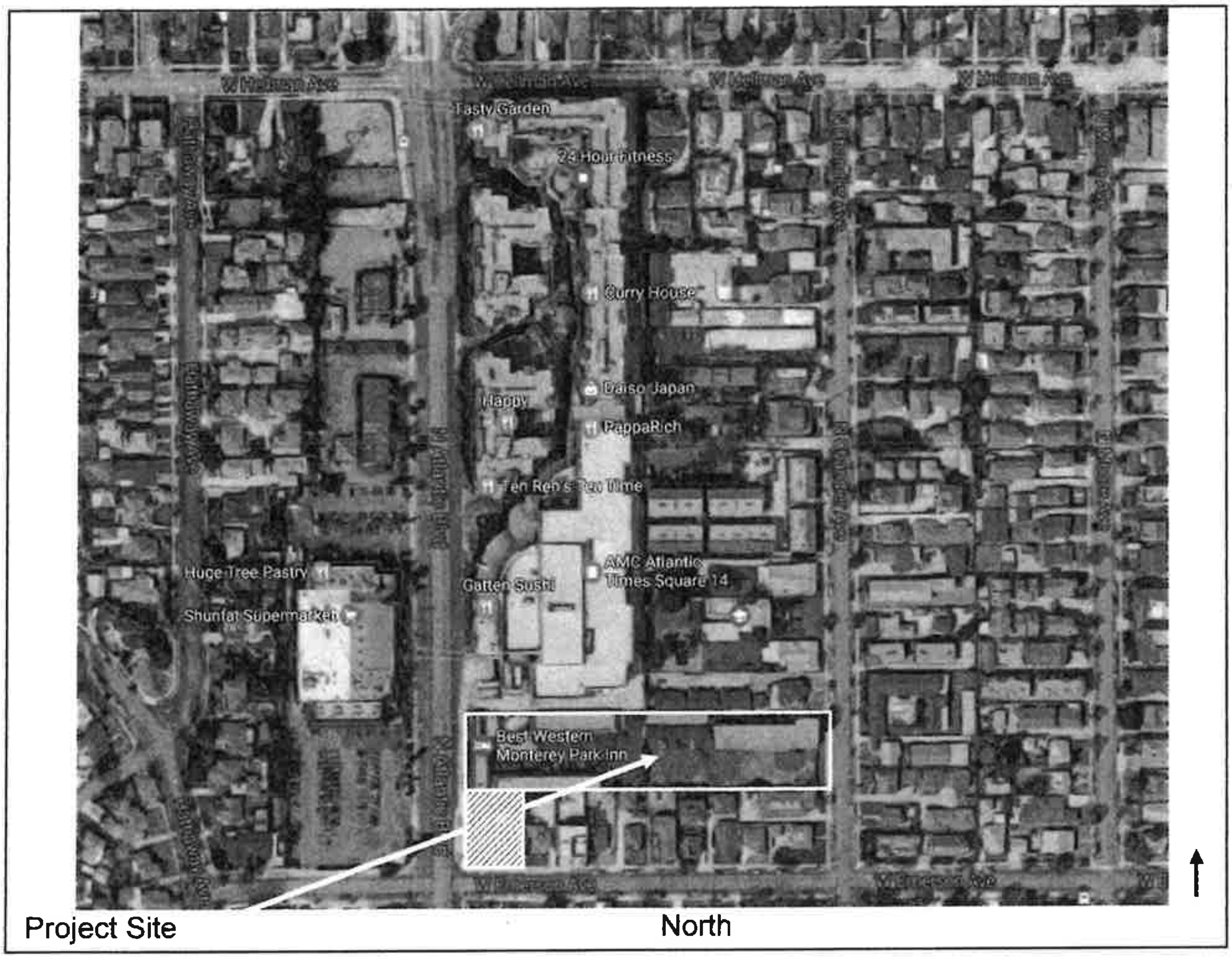


Staff Report
Page 7

Street Map



Aerial Map



ALTERNATIVE COMMISSION CONSIDERATIONS:

None.

FISCAL IMPACT:

The transit occupancy tax that will be generated by the hotel is 12 percent of the taxable rent. The business licensing fees that will be generated from the restaurant are based on the number of seats and whether on-sale alcoholic beverages will be provided. The business licensing fee for a restaurant that has over 20 seats is $5 per seat, plus a $75 base fee and a $1 state fee. The business licensing fee for a restaurant that has over 20 seats and provides on-sale alcoholic beverages is $7 per seat, plus a $75 base fee and a $1 state fee. Sales tax will also be assessed for sales originating at the project site.

Respectfully submitted,

Michael A. Huntley
Community and Economic
Development Director

Prepared by:

Samantha Tewasart
Senior Planner

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

Attachments 1: Draft Resolution
Attachments 2: Site, floor, and elevation plans
Attachments 3: Best Western Conditional Use Permit
Attachments 4: Supplemental Mitigated Negative Declaration

ATTACHMENT 2
Planning Commission Resolution No. 03-17

RESOLUTION NO. 03-17

A RESOLUTION ADOPTING A SUPPLEMENTAL MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING A MODIFICATION OF A CONDITIONAL USE PERMIT (CUP-17-02) AND A TENTATIVE MAP NO. 074409 (TM-17-02) FOR THE CONSTRUCTION OF A NEW MIXED-USE DEVELOPMENT AT 420 NORTH ATLANTIC BOULEVARD.

The Planning Commission of the City of Monterey Park does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

A. On March 7, 2017, Pacific Plaza LLC, submitted an application pursuant to Titles 20 and 21 of the Monterey Park Municipal Code ("MPMC") requesting approval for a modification to a previously approved Conditional Use Permit (CUP-17-02) and Tentative Map No. 074409 (TM-17-02) to construct a new mixed-use development at 420 North Atlantic Boulevard ("Project");

B. The project was originally approved by the Planning Commission on December 13, 2016;

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

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

E. The Community and Economic Development Department completed its review and scheduled a public hearing regarding the proposed Project, before the Planning Commission for June 13, 2017. Notice of the public hearing on the proposed Project was posted and mailed as required by the MPMC;

F. On June 13, 2017, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the proposed Project, including, without limitation, information provided to the Planning Commission by City staff and public testimony, and the applicant's representatives; and

G. This Resolution and its findings are made based upon the testimony and evidence presented to the Commission at its June 13, 2017 hearing including, without limitation, the staff report submitted by the Community and Economic Development Department.

SECTION 2: *Factual Findings and Conclusions*. The Planning Commission finds that the following facts exist and makes the following conclusions:

A. The Applicant seeks approval to construct a new 5-story, 60-feet tall and 176,349 square feet mixed-use development. The Project includes 136 hotel rooms, 7,125 square feet restaurant, 84 residential units and 440 parking spaces;

B. 420 North Atlantic Boulevard is zoned R-S, P-D (Regional Specialty, Planned Development) and the General Plan designation is Mixed-Use I;

C. The Project property is located on the east side of North Atlantic Boulevard, between West Hellman and West Emerson Avenue. Properties located to the north of the subject property include Atlantic Times Square, south is a one-story auto sale building, west is Atlantic Boulevard and Shun Fat Supermarket, and east is Chandler Avenue and R-3 zoned lots; and

D. The Project site is comprised of four parcels totaling 88,070 square feet (2 acres) in size. One parcel has frontage on Atlantic Boulevard and is currently developed with a two-story motel, comprised of three detached buildings totaling 56-rooms. The existing motel is 16,226 square feet in size and constructed in 1978. There are approximately 49 existing parking spaces. The second and third parcels have frontage on Chandler Avenue. The second parcel is currently developed with a 15-unit, 11,519 square feet two-story apartment building constructed in 1961. The third parcel is vacant. The fourth parcel has frontage on North Atlantic Boulevard and West Emerson Avenue. The lot is 12,470 square feet in size and is currently developed with a one-story 1,186 square feet commercial building constructed in 1959. The building was previously occupied by a used car dealership business with car rental services.

<u>SECTION 3:</u> *Environmental Assessment.*

A. The Project was previously analyzed for its environmental impacts and an Initial Study was prepared pursuant to CEQA Guidelines § 15063. The Initial Study demonstrated that the project would not have a significant effect on the environment with the implementation of mitigation measures and a Mitigated Negative Declaration (MND) was prepared and certified by the City in December 13, 2016.

B. The subsequent modifications to the project were re-analyzed in light of the adopted 2016 MND to determine whether an additional environmental document needed to be prepared. CEQA authorizes a lead agency to prepare supplement to a previously adopted MND if some changes or additions are necessary to a previously analyzed project and the conditions described in CEQA Guidelines § 15162 are meet.

C. A Supplemental MND was prepared for this project pursuant to CEQA Guidelines § 15162. Based on the findings of the Supplemental MND, the City has determined that the modified project would not result in significantly greater impacts that were previously analyzed in the approved 2016 MND. Measures to reduce impacts involving air quality, cultural resources, noise, and traffic will be incorporated into the final project design. The Supplemental MND is attached as Exhibit "A," and incorporated by this reference. A Notice of Intent to Adopt a Supplemental MND was prepared pursuant to CEQA Guidelines §§ 15072 and 15073, and was available for public comment from May 15, 2017 to June 3, 2017.

D. In accordance with CEQA Guidelines § 15074, the record on which the Planning Commission's findings are based is located at the City of Monterey Park Community and Economic Development Department – Planning Division at City Hall, 320 West Newmark Avenue, Monterey Park, California 91754.

E. When considering the whole record for the draft Initial Study and Supplemental MND, there is no evidence that the Project will have the potential for an adverse effect on wildlife resources or the habitat on which the wildlife depends, because the project is in a built-out urban environment.

F. These findings are based on the various mitigation measures to be required in the implementation of the project as set forth in the Supplemental MND as already having been incorporated into the Project. The Planning Commission finds that all the mitigation measures now incorporated into the project are desirable and feasible.

<u>SECTION 4:</u> *Conditional Use Permit for P-D Overlay Zone – Planner Findings*. Pursuant to MPMC § 21.14.150, before submitting this application to the Planning Commission, the City Planner determined that the project complies with the following findings:

A. The plan for the proposed project consists of buildings and structures that are of good design and in general contributes to the image of Monterey Park as a place of creativity and individuality.

The architectural style of the proposed project will be contemporary and the finishes will be high quality. The building finishes include smooth stucco in various earth tones, stone and wood veneer, aluminum panels, and metal awnings. The proposed building design will be consistent with the architectural styles that the Planning Commission has been approving along Atlantic Boulevard. Prior to the construction of Atlantic Times Square, the existing commercial buildings along Atlantic Boulevard, between West Hellman Avenue and West Garvey Avenue were constructed in the 1980s and the architectural styles were reflective of that time period. Within the past five years, the Planning Commission has approved the Courtyard by Marriott, Hilton Doubletree, and the AG Hotel, which all have contemporary/modern styles.

B. The proposed buildings or structures are not of inferior quality such as to cause the nature of the local environment to materially depreciate in appearance and value.

As stated above, the proposed project will include high quality materials. Also, the project will provide new street trees along Atlantic Boulevard as well as throughout the project in raised planters. According to MPMC § 21.14.090(C), a 12 feet wide pedestrian realm is required on Atlantic Boulevard and a 13 feet wide pedestrian realm will be provided. The project will provide generous landscaping, which includes special pavements, screen walls, planters, and site furniture, which will be consistent with the requirements of the Planned Development Overlay Zone.

C. The proposed buildings or structures and use thereof are compatible with developments of land in the general area. Consideration of scale, height, bulk, materials cohesiveness, community, traffic, the desirability of preserving a sense of open space, and the need for privacy are deemed to be important considerations of compatibility.

The building will be compatible with developments in the general area. The project is designed according to the standards required by the P-D Overlay Zone. The proposed building will be 60 feet tall, which is less than the 75 feet maximum height allowed in the P-D Overlay Zone. According to MPMC § 21.14.090(B), the building height must vary to provide a human scale adjacent to the pedestrian realm. To create a human scale, the building height must not exceed 40 feet within 20 feet of the pedestrian realm along Atlantic Boulevard. The proposed building height within 20 feet of the pedestrian realm will not exceed 20 feet in height. The building mass will be articulated with architectural elements, such as metal awnings, wall off-sets, recessed windows and entries, and a variety of exterior finishes. According to MPMC § 21.14.090(D), 200 square feet of open space is required per residential unit. The project requires a minimum of 16,800 square feet of open space and will provide 17,786 square feet of open space, which exceeds the minimum requirement. The open space areas will be provided throughout the project. At the second level, approximately 9,000 square feet of open space will be provided, which will include a pool and open court yards.

D. The proposed development is in conformity with the standards of this chapter and other applicable ordinances insofar as the location and appearance of the buildings and structures are involved.

The proposed development is in conformity with the standards of the P-D Overlay Zone chapter and other ordinances. As stated above, the proposed project is designed according to the standards included in the P-D Overlay Zone chapter.

E. The proposed buildings or structures and its use would not unreasonably interfere with the use or enjoyment of property in the vicinity by the occupants thereof of lawful purposes, and would not adversely affect the public peace, health, safety or general welfare.

The proposed building and its use will not unreasonably interfere with the use or enjoyment of properties in the vicinity. First, the proposed project is designed according to the regulations in the P-D Overlay Zone chapter. Second, both the P-D Overlay Zone and proposed project considers the properties abutting the subject property. The project abuts R-S, P-D (Regional Specialty, Planned Development) zoned properties to the north, south, and west, and R-3, P-D (High Density Residential, Planned Development) zoned properties to the east. The commercial components of the project will be located towards Atlantic Boulevard and the residential components will be located towards Chandler Avenue.

F. The proposed buildings or structures and its use comply with the General Plan.

The proposed building and its use comply with the General Plan. The subject property is designated Mixed-Use I (MU-I) in the General Plan. One of the goals of the General Plan (Goal 3.0) is to establish the North Atlantic area as a focal point for diverse retail, entertainment, and hospitality development. The proposed project will be a hospitality development with a restaurant use. The project is a mixed-use development, which includes 136 hotel rooms and 84 residential units.

SECTION 5: *Conditional Use Permit for P-D Overlay Zone – Planning Commission Findings.* Pursuant to MPMC § 21.32.020, the Planning Commission finds as follows:

A. That the site is adequate in size, shape and topography for the proposed use including without limitation, any required yards, walls, fences, parking and loading facilities, landscaping, setbacks, and other development standards prescribed in this code.

The project site is adequate in size, shape and topography for the proposed mixed-use project. The project is 88,070 square feet (2 acres) in size, regular shape, and relatively flat. The proposed project is designed according to the development standards allowed in MPMC § 21.14.090.

B. That the site has sufficient access to streets and highways, adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use.

The project site has sufficient access to streets and highways. The project site will be accessible from 26 feet wide driveway on North Atlantic Boulevard, West Emerson Avenue, and North Chandler Avenue and is located less than a mile from the Interstate 10 Freeway. North Atlantic Boulevard is a principal arterial street that serves as a regional travel route, accommodating through trips and linking the local street system to through routes. Emerson Avenue is a minor arterial route that allows for either a four lane undivided or divided street. Chandler Avenue is a two lane undivided local street to designed to serve the local circulation.

C. That the proposed use is consistent with the General Plan and any applicable specific plan.

The proposed use is consistent with the General Plan and any applicable specific plan. The subject property is designated Mixed-Use I (MU-I) in the General Plan. One of the goals of the General Plan (Goal 3.0) is to establish the North Atlantic area as a focal point for diverse retail, entertainment, and hospitality development. The proposed project will be a hospitality development with a restaurant use. The project is a mixed-use development, which includes 136 hotel rooms and 84 residential units.

D. That the proposed use will not create unusual noise, traffic, or other conditions that may be objectionable, detrimental, or incompatible with surrounding properties or other permitted uses in the City.

The proposed project is a mixed-use development comprised of 136 hotel rooms and 84 residential units. The project is designed according to the development standards allowed in the P-D Overlay Zone District and in such a way that that will not create unusual noise, traffic, or other conditions.

E. That the proposed use will not have an adverse effect on the public health, safety and general welfare.

The proposed use will not have an adverse effect on the public health, safety and general welfare. The proposed project is designed according to the standards allowed by MPMC Chapter 21.14.

F. That the use applied for at the location set forth in the application is properly one authorized by conditional use permit pursuant to the MPMC.

The proposed mixed-use project applied for at the subject property is properly one authorized by a conditional use permit pursuant to the MPMC. According to MPMC § 21.14.010, a conditional use permit must be prepared for a project proposed in the P-D Overlay Zone District.

<u>SECTION 6:</u> *Conditional Use Permit for On-Sale and Off-Sale Alcohol Findings*. Pursuant to MPMC § 21.10.230, the Planning Commission finds as follows:

A. That the proposed use complies with all requirements as set forth for the issuance of a conditional use permit.

The proposed use complies with all requirements for a conditional use permit. First, the site is adequate in size, shape and topography for the proposed use because the proposed use is the addition of general alcohol sales for on-site consumption to an existing restaurant. No physical changes are proposed to the site. Second, the site has sufficient access to streets and highways, adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use. The proposed use is not expected to significantly increase traffic. Third, the proposed use is consistent with the General Plan and conforms to objectives of the General Plan and the Monterey Park Municipal Code zoning regulations. The subject property is designated Commercial in the General Plan. The Commercial land use category provides opportunities for a broad range of retail and service commercial and professional office uses intended to meet the needs of Monterey Park residents and businesses, as well as, regional shopping demand. The proposed use is the addition of general on-sale alcohol use. On-sale alcoholic beverage sales are permitted in the R-S, P-D (Regional Specialty, Planned Development) Zone with Conditional Use Permit approval. Fourth, the proposed use, as conditioned, will not have an adverse effect on the use, enjoyment or valuation of property in the neighborhood as required security measures will minimize the potential for any negative impacts. Lastly, the proposed use will not have an adverse effect on the public health, safety, and general welfare because security measures and the limited size of the use will limit any potential adverse effects to neighboring properties.

B. That the proposed use will not present adverse secondary impacts, including, without limitation, loitering, obstruction of pedestrian traffic, vehicular traffic, parking, crime, interference with children on their way to school, interference with shoppers using streets, defacement and damage to structures.

The proposed use is general on-sale alcohol use. On-sale alcoholic beverage use is permitted with a conditional use permit.

C. That the proposed use is consistent with any nearby commercially-zoned properties for commercial use.

The subject property is zoned R-S, P-D (Regional Specialty, Planned Development). There are no distance requirements, no schools or playgrounds exist within the immediate vicinity of the subject property. The suitability of any nearby commercial-zoned properties for commercial use will remain the same.

D. The use does not adversely affect the welfare of area residents or result in undue concentration in the neighborhood of establishments dispensing alcoholic beverages including beer and wine.

The applicant's request to for on-site consumption in conjunction with the existing eating establishment will enhance the business and will not adversely affect the welfare of area residents and will be incidental to the primary use. According to MPMC § 21.10.230(G), there are no distance requirements for on-sale alcoholic beverages when sold in conjunction with a bona fide retail eating establishment. However, on-sale uses must comply with the list of requirements specified in the MPMC § 21.10.230(C). Some of the requirements include limiting the exterior lighting of the parking area to intensities between one and two foot-candles so as to provide adequate lighting for patrons while not disturbing surrounding residential or commercial areas and special security measures, such as security guards and alarm systems. The Police Department has included conditions in the Resolution to address security and alarm requirements.

SECTION 7: *Tentative Map Findings*. The Commission finds as follows pursuant to Government Code § 66474 and MPMC Title 20:

A. The proposed map is consistent with applicable general and specific plans as required by Government Code § 66473.5. The proposed Tentative Map is consistent with the General Plan. The subject property is designated Mixed-Use I (MU-I) in the General Plan, which provides opportunities for complementary service and retail commercial businesses, professional offices, and residential uses to locate within the City's core business districts. A board range of commercial and residential uses can be established within areas designated MU-I.

   Allowable residential uses include those identified in the High Density Residential category. Residential projects must be combined with a commercial use; no stand-alone residential development is allowed. Also, no residential use is allowed on the ground floor at the street frontage. According to MPMC § 21.14.110, the maximum residential density permitted in the General Plan is 30 dwelling units per acre for projects that contain commercial and residential uses. The density may be increased up to 50 units per acre by providing three or more substantial amenities needed in areas designated as MU-I. Substantial amenities mean amenities that are significantly great enough to provide benefit, not only to the project itself, but to the greater community. In this case, the project will provide a public gathering space, a major portion of the required parking on-site will be located underground, and a community room will be provided.

B. The design or improvement of the proposed subdivision is consistent with applicable general and specific plans. The design of the proposed subdivision is consistent with the General Plan. The project is a mixed-use development comprised of 136 hotel rooms and 84 residential units, which is consistent with the uses allowed in the Mixed-Use I land use category.

C. The site is physically suitable for the type of development and the proposed density of the development. The size of the property is 88,070 square feet (2 acres) and adequate in size to accommodate the proposed mixed-use project.

D. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The subject property is bordered by residentially developed lots to the north, south, east, and west. There are no rare plants, wild animals nor cultural, historical or scenic aspects within the surrounding area.

1. The design of the subdivision or the type of improvements is not likely to cause serious public health problems. The proposed subdivision will not cause any public health problems in that the subject development will be constructed according to all City, State, and Federal regulations and specifications.

2. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within proposed subdivision. There are no public easements for access within the proposed development.

SECTION 8: *Actions.* The Planning Commission takes the following actions:

A. Adopts the Supplemental MND set forth in Exhibit A and directs the Director of Community and Economic Development to file any appropriate notifications in accordance with applicable law;

B. Pursuant to Public Resources Code §§21081(a) and 21081.6, the Planning Commission adopts the Mitigation Monitoring and Reporting Program (MMRP) set forth in the attached Exhibit "B," which is incorporated into this Resolution by reference. The Planning Commission adopts each of the mitigation measures as conditions of approval for the Project. Other Projection conditions of approval and compliance with applicable codes, policies, and regulations will further ensure that the environmental impacts of the Project will not be greater than set forth in the MND and these findings; and

C. Approves Conditional Use Permit (CUP-17-02) and Tentative Map No. 074409 (TM-17-02) attached as Exhibit C in its entirety including, without limitation, the conditions of approval set forth in the attached Exhibit "D," which is incorporated by reference.

SECTION 9: *Reliance on Record.* Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 10: *Limitations.* The Planning Commission's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the Planning Commission's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 11: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 12: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

SECTION 13: A copy of this Resolution will be mailed to the applicant and to any other person requesting a copy.

SECTION 14: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

ADOPTED AND APPROVED this 13th day of June 2017.

Chairperson Larry Sullivan

I hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Monterey Park at the regular meeting held on the 13th day of June 2017, by the following vote of the Planning Commission:

AYES:	Commissioners Sullivan, Robinson, Amador, Choi, and De Dios
NOES:	None
ABSTAIN:	None
ABSENT:	None

Michael A. Huntley, Secretary

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

By:

Karl H. Berger,
Assistant City Attorney

PLANNING COMMISSION RESOLUTION NO. 03-17

Exhibit A

CONDITIONS OF APPROVAL

420 NORTH ATLANTIC BOULEVARD

In addition to all applicable provisions of the Monterey Park Municipal Code ("MPMC"), Pacific Plaza LLC agrees that it will comply with the following provisions as conditions for the City of Monterey Park's approval of Conditional Use Permit (CUP-17-02) and Tentative Map No. 074409 (TM-17-02) ("Project Conditions").

PLANNING:

1. Pacific Plaza LLC (the "Applicant") agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of CU-17-02 and TM-17-02 except for such loss or damage arising from the City's sole negligence or willful misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out the City approval of CU-17-02 and TM-17-02, the Applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or nay sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of Monterey Park's elected officials, appointed officials, officers, and employees.

2. This approval is for the project as shown on the plans reviewed and approved by the Planning Commission and on file. Before the City issues a building permit, the applicant must submit plans, showing that the project substantially complies with the plans and conditions of approval on file with the Planning and Building and Safety Department. Any subsequent modification must be referred to the Director of the Community and Economic Development Department for a determination regarding the need for Planning Commission review and approval of the proposed modification.

3. All conditions of approval must be listed on the plans submitted for plan check and on the plans for which a building permit is issued.

4. Before building permits are issued, the applicant must obtain all the necessary approvals, licenses and permits and pay all the appropriate fees as required by the City.

5. The real property, subject to CU-17-02 and TM-17-02 must remain well-maintained and free of graffiti; any graffiti must be removed within 24 hours after discovery.

6. Landscaping/irrigation must be maintained in good condition at all times.

7. In addition to all applicable provisions of the MPMC, the Applicant must comply with the Mitigation Monitoring and Reporting Program (MMRP) that was prepared as a part of the environmental review for this project and all of the mitigation measures identified therein. The MMRP is incorporated into these conditions by reference.

8. The property owner is responsible for maintaining the area adjacent to the business location and the site in general, including any parkways.

9. The property must remain well maintained and free of graffiti. Failure of the applicant/property owner to remove graffiti within 24 hours written notice by the City will cause the City to abate the graffiti at the cost of the applicant/property owner.

10. A copy of the Conditions of Approval for Conditional Use Permit (CUP-17-02) and Tentative Map (TM-17-02) must be kept on the premises of the establishment and presented to any authorized City official upon request.

11. The exterior lighting of the parking area must be kept at an intensity of between one and two foot-candles so as to provide adequate lighting for patrons while not disturbing surrounding residential or commercial areas.

12. The sale of alcoholic beverages for consumption outside or off the premises is prohibited. Signs must be posted at all entrances and exits of the premises indicating that the sale of alcoholic beverages for consumption outside or off the premises is prohibited.

13. The applicant must obtain and maintain all licenses required by the Alcohol Beverage Control Act (Business & Professions Code §§ 23300, *et seq.*).

14. The applicant must post a sign in a clear and conspicuous location listing a phone number at which a responsible party may be contacted during all open hours of the establishment to address any concerns of the community regarding noise at the restaurant. Said contact's name and phone number must also be available through restaurant staff at all times.

15. The applicant must, at all times, display a *Designated Driver* sign of at least ten inches by ten inches (10" X 10") within the dining room lobby at eye level. The sign must be worded in a way that reminds patrons who are consuming alcohol to designate a *non*-drinking driver.

16. There cannot be exterior advertising of any kind or type, including advertising directed to the exterior from within, promoting or indicating the availability of

alcoholic beverages. Interior displays of alcoholic beverages which are clearly visible to public view from the exterior constitute a violation of this condition.

17. All employees serving alcoholic beverages to patrons must enroll in and complete a certified training program approved by the State Department of Alcoholic Beverages Control (ABC) for the responsible sales of alcohol. The training must be offered to new employees on not less than a quarterly basis.

18. Any and all employees hired to sell alcoholic beverages must provide evidence that they have either:

    a. Completed training from the State of California Department of Alcoholic Beverage Control (ABC), Monrovia District Office administered *Leadership and Education in Alcohol and Drugs* (LEAD) Program in the form of an ABC-issued certificate; or

    b. Completed an accepted equivalent by the ABC, Monrovia District Office to ensure proper distribution of beer, and wine to adults of legal age. If any prospective employee designated to sell alcoholic beverages does not currently have such training, then the ABC-licensed proprietors must have confirmed with the Community and Economic Development Department within fifteen (15) days of the Director's decision, or by final project approval, that a date certain has been scheduled within the local ABC Office to complete the LEAD course.

    c. Within thirty (30) days of taking said course, the employees, or responsible employer must deliver each required certificate showing completion to the Police Department.

19. If complaints are received regarding excessive noise, lighting, building access, or other disturbances associated with alcohol service at the restaurant, the city may, in its discretion, take action to review the Conditional Use Permit, including without limitation, adding conditions or revoking the permit.

<u>BUILDING:</u>

20. Demolition permits are required to remove existing structures. The building permit will not be issued until the demolition and sewer cap are signed off, and a compaction report is submitted to the Building Official, or designee, showing adequate compaction of fills, if any. All underground utility lines must be capped within 5 feet of the property line and clearly marked.

21. Grading permit is required by the Public Works Director, or designee. The grading permit will not be issued until the rough grading is completed and approved by the Public Works Director, or designee.

22. A building permit does not allow the Applicant to excavate, construct or store building materials encroaching into adjacent properties. Requirements for protection of adjacent property during construction must comply with Civil Code § 832.

23. Temporary shoring must be provided to the satisfaction of the Public Works Director, or designee, to prevent movement or settlement of the public right-of-way during excavation.

24. The site plan must include the location and invert elevation of the sewer laterals at the property line.

25. A soils report is required at time of plan check submittal.

26. A permit from CAL-OSHA must be obtained before the City issues building permits.

27. At time of plan check submittal, identify the project construction type in order to determine the allowable area and allowable building height for the project.

28. Due to the nature of the clay soil and its long retention of water, waterproofing (instead of damp proofing) is required regardless of the groundwater table.

29. The garage must be separated from the commercial facilities with proper occupancy separation per California Building Code Chapter 3, as adopted by the MPMC.

30. The project must comply with California Building Code Chapters 11A and 11B accessibility requirements, as adopted by the MPMC.

31. The project must comply with Energy Efficiency Standards set forth in the California Energy Code, California Green Building Standards Codes, as adopted by the MPMC.

<u>ENGINEERING:</u>

32. Under the Los Angeles County Municipal "National Pollutant Discharge Elimination System (NPDES) Permit," which the City of Monterey Park is a permittee, this project involves the disturbance of soils by grading, clearing and/or excavation. Developer/owner is required to obtain a "General Construction Activity Storm Water" Permit, and the City of Monterey Park will condition the grading permits on evidence of compliance with this permit and its requirements. Compliance information is available from the City Engineer. Upon approval of the NPDES document by the City, the Developer/Owner must submit an electronic copy of the approved NPDES file, including site drawings, before the City issues

a building or grading permit (the electronic copy requirement pertains to projects greater than an acre.)

33. Record the final map after approval of the map by the City Council. A refundable $187 cash deposit must be submitted to guarantee that developer will provide the City with one transparent 4 mil thick mylar tracing, one electronic file of approved final map tracings transferable to the City's AutoCAD and GIS systems and two blueprints of the recorded map which must be filed with the City Engineer within three months of recordation. If recorded copy is not submitted by the end of the three month time period, developer will forfeit the $187 cash deposit.

34. Before submitting a final map with the City, the developer/property owner must provide written proof that there are no liens against the subdivision for unpaid taxes or special assessments; and submit L.A. County tax bill, tax payment receipt, and copy of cancelled check.

35. The developer/property owner is responsible for ascertaining and paying all City fees such as, without limitation, sewer deficiency fees, water meter fees and metered water service impact fees as required by the MPMC.

36. The Applicant must record Covenants, Conditions, & Restrictions that, among other things, establish a homeowner's association to address common maintenance and utilities, and must be prepared to the satisfaction of the City Attorney and the City Engineer. Developer/owner is responsible for securing the C.C. & R. guidelines from the Public Works Director, or designee. The Applicant must pay all legal costs incurred by the City for the City Attorney's review of the CC&Rs.

37. All improvement plans, including grading and public improvement plans, must be prepared in accordance with City approved information. Benchmark references to be obtained from the Public Works Director, or designee.

38. A water plan must be submitted for review and approval by the Public Works Director, or designee. This plan must substantiate adequate water service for domestic flow, fire flow and identify backflow prevention. If current fire flow and pressure tests are not available to substantiate adequate pressure and flow to serve the development, the developer will be responsible for conducting the appropriate tests and submitting copies of the test results for review and ultimate approval by the Public Works Director, or designee.

39. Provide survey monuments denoting the new property boundaries and lot lines to the satisfaction of the Public Works Director, or designee. All maps must be prepared from a field survey. Compiled maps will not be permitted unless prior approval is granted by the Public Works Director, or designee. Whenever possible, lot lines must be located to coincide with the top of all man-made

slopes. Any deviation from this requirement must be approved by the Public Works Director, or designee.

40. A site drainage plan must be prepared for review and approval by the Public Works Director, or designee. The property drainage must be designed so that the property drains to the public street or in a manner otherwise acceptable to the Public Works Director, or designee. Drainage from contiguous properties must not be blocked and must be accommodated to the satisfaction of the Public Works Director, or designee. A hydrology and hydraulic study of the site may be required for submittal to the Public Works Director, or designee for review and approval.

41. All drainage facilities serving the development must accommodate a 25 year storm. If existing storm drain facilities are inadequate they must be enlarged as determined by the Public Works Director, or designee. All storm drain facilities must be designed and constructed to the satisfaction of the Public Works Director, or designee.

42. Any damage done to existing street improvements and utilities during construction must be repaired before acceptance of the project. Pre-existing damaged, deteriorated, substandard or off-curb curb, gutter, driveways and sidewalk must also be repaired or replaced to the satisfaction of the Public Works Director, or designee.

43. All Public Works improvements must comply with the standards and specifications of the City and to the satisfaction of the Public Works Director, or designee. All Public Works improvement guarantee and agreement must be posted prior to approval of the final map by the City Council.

44. All electric, telephone and cable TV utility services must be fully installed underground and to required City standards. Satisfactory provisions for all other utilities and service connections, including water, wastewater and gas, must be made to City standards. A utility plan must be prepared and submitted to the Public Works Director, or designee, showing all existing and proposed utilities. The utilities may be shown on either a separate plan or on the proposed site plan.

45. A sewer connection reconstruction fee will be assessed at the time the Building Official issues a building permit pursuant to MPMC Chapter 14.06.

46. The Applicant must dedicate a 13 feet strip of land along the Atlantic Boulevard frontage for street and public utility purposes per Ordinance No. 1946, adopted November 4, 1998. Provide a separate Street Improvement Plan by the first plan check. The Street Improvement Plan must include the removal and reconstruction of sidewalk, driveway approach, and curb and gutter along the

entire property frontage of Atlantic Boulevard, Chandler Avenue, and Emerson Avenue.

47. The Applicant must construct a 2 inch cold mill and asphalt overlay to the full width of Chandler Avenue, from Emerson Avenue to the north property line of the project to join existing improvements. The overlay must be rubberized asphalt mix design, restore all traffic striping and markings.

48. The Applicant must provide a 15-foot corner radius property line dedication to the City of Monterey Park along the Atlantic Boulevard and Emerson intersection for street and public utility purposes.

49. The Applicant must construct a 25-foot radius curb return at the northwest corner of the Atlantic Boulevard and Emerson Avenue intersection. Relocate the existing storm drain inlets, street lights, traffic signals and utilities as necessary to construct the improvements. Show the details on the street construction plan.

50. The Applicant must construct two new ADA curb ramps in the corner curb returns at the intersection of Chandler and Emerson Avenues.

51. Provide new street lighting on the east side of Atlantic Boulevard, from Emerson Avenue to the north property line of the project site; on the north side of Emerson Avenue, from Atlantic Boulevard to the east property line of the project site; and along Chandler Avenue adjacent to the property site. All street lighting must be underground fed to the new concrete standards with LED fixtures per City standards. Provide separate street lighting and underground conduit plans for approval by the Public Works Director, or designee.

52. A grading and drainage plan and separate street improvement plan for Chandler Avenue must be submitted by the first plan check. The grading and drainage plan, excavation and temporary shoring plan must incorporate all pertinent site development comments from the City's geotechnical consultant, and must also include the approved geotechnical report submitted by the developer's consultant.

53. Parkways must be irrigated and landscaped in accordance with plans approved by the Public Works Director, or designee.

54. The City reserves the right to restrict driveway access to and from the project in the event future traffic conditions warrant such restricted turn movements.

55. Show existing curb markings and street signage fronting the project on the plans.

56. The Applicant must provide a vehicular access and circulation plan for commercial and service trucks through the site. A turning template overlay must be provided on a scaled plan.

FIRE:

57. All conditions identified by the Fire Department are subject to review and approval by the Fire Chief for determination of applicability and extent to which any condition may be required.

58. Building height exceeds 30 feet in height. A dedicated ladder truck access road is required. Access road must be provided from Atlantic Boulevard to Hellman Avenue. The minimum unobstructed width must be 26 feet and be at least 15 feet, but not further than 30 feet, from the west side of the building. Except for approved security gates in accordance with California Fire Code (CFC) § 503.6, as adopted by the MPMC, a minimum unobstructed vertical clearance of 13 feet 6 inches must be provided for the access road, per the CFC Appendix D105.1, as adopted by the MPMC.

59. When security gates are provided, maintain a minimum access width of 20 feet. The security gate must be provided with an approved means of emergency operation, and must be maintained operational at all times. Electric gate operators, where provided, must be listed in accordance with Underwriters Laboratories (UL) 325. Gates intended for automatic operation must be designed, constructed and installed to comply with the requirements of ASTM F220 per CFC § 503.6, as adopted by the MPMC.

60. Fire Department vehicular access roads must be provided with a 32-foot centerline turning radius, per CFC § 503.2.4, as adopted by the MPMC.

61. Fire Department vehicular access roads must be hardscape all weather access in accordance with the Fire Department's All Weather Access Requirements per CFC § 503.2.3, as adopted by the MPMC.

62. Fire apparatus access roads must be identified with approved signs. Temporary signs must be installed at each street intersection when construction of new roadways allows passage by vehicles. Signs must be of an approved size, weather resistant and be maintained until replaced by permanent signs per CFC § 505.2, as adopted by the MPMC.

63. The minimum required fire flow for the entire structure must be 8,000 gallons per minute for 4-hour duration, per the 2013 CFC. At the time plan check submittal, the fire flow test data obtained must be within one-year of the submittal date.

64. A minimum of eight fire hydrants must be provided within 120 feet of the structure. Show all the existing and proposed fire hydrants on both sides of the property, per CFC § C105.2.2.

65. Building height and area must be determined by the California Building Code (CBC) Table 503, as adopted by the MPMC. Per the CBC §§ 504.2 and 506.3,

installation of an automatic fire sprinkler system in an R-1 occupancy will allow either an increase in stories/height or allowable floor area but not both.

66. Provide an approved Class I standpipe system in all stairwells on all levels including the roof as set forth by CBC and CFC § 905.

67. Provide an approved automatic fire sprinkler system and fire alarm as set forth by the CFC §§ 903 and 907.

68. An approved grease interceptor is required for all new restaurants in the City of Monterey Park. The grease interceptor must be designed and constructed in accordance to the County of Los Angeles, Department of Public Works Standard Plan No. 2046-0 or other design specifically approved by the Public Works Director, or designee. Indicate the type of grease interceptor and the installation location. The property owner is responsible for maintaining the grease interceptor and submitting quarterly manifest reports to the fire department for review.

69. Provide smoke alarms in each room for sleeping purposes and at a point centrally located in the corridor or area giving access to each separate sleeping area. Smoke alarms must be installed in accordance with the manufacturers' instructions. Indicate the smoke alarms locations on plans per CFC § 907.2.11.1, as adopted by the MPMC.

70. Carbon monoxide alarms must be provided either within all sleeping units or else the building must be provided with a carbon monoxide alarm system that protects all common areas per CBC § 420.6, as adopted by the MPMC.

71. Guest rooms designated as accessible by the Building Department must be provided with visible alarm notification appliances per CFC § 907.5.2.3.3, as adopted by the MPMC.

72. Smoke dampers must be provided whenever ducts penetrate smoke barriers and elevator lobbies as set forth by the CBC. Fire dampers must be provided whenever ducts penetrate the ceiling of fire-resistive floor-ceiling or roof-ceiling assemblies, an atrium enclosure element, or areas of refuge. In addition, the building exterior must have protected opening as set forth by CBC Chapter 7. Identify smoke/fire dampers per CBC § 716.4, as adopted by the MPMC.

73. A minimum of one rated stairwell must extend to the roof per CFC § 504.3, as adopted by the MPMC.

74. Provide approved stairway identification signs located approximately 5-feet above the floor landing, at each floor level, and in all enclosed stairways in buildings three or more stories in height. Provide stairway identification signs for review and approval by the Fire Department per CFC §§ 1022.8 and 1022.8.1, as adopted by the MPMC.

75. Every guest room must have clearly visible emergency procedures information printed on a floor plan representative of the floor level and posted on the interior of each entrance door per CFC § 404.7.2, as adopted by the MPMC.

76. A minimum of one elevator providing general stretcher dimensions and extending to the top floor must be provided per CBC § 3002.4a, as adopted by the MPMC.

77. Fire protection, including fire apparatus access roads and water supplies for fire hydrant must be installed and made serviceable before and during the time of construction per the CFC § 501.4, as adopted by the MPMC.

78. Marking of fire apparatus access roads and approved signs must be provided to indentify such roads and prohibits the obstruction thereof or both that include the words NO PARKING – FIRE LANE per CFC § 503.3, as adopted by the MPMC.

79. An approved number or address must be provided on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Numbers must be a minimum of 6-inch high by ½-inch stroke and be a contrasting background per CFC § 505.1, as adopted by the MPMC.

80. The suite address designation must be installed on or near all exterior doors of the suite in 3-inch high numbers or letters on a contrasting background per CFC § 505.1, as adopted by the MPMC.

81. All rated exit stairwells must have keyed exterior doors on the ground level. Knox boxes must be provided adjacent to all exit stairwell exterior doors at approved locations. A Knox box must also be provided adjacent to the main entrance at an approved location per CFC § 506.1, as adopted by the MPMC.

82. Fire/Smoke dampers, when required, must be interconnected to the Fire Alarm (if the building is equipped with a fire alarm system). A separate plan submittal and permit is required for the alarm work as per CFC § 901.2.1, as adopted by the MPMC.

83. Any fire sprinkler system installation or modification requires a separate plan check submittal and approval. Work cannot commence until a fire permit is obtained. Inspection of the rough piping must be performed before being concealed. Ceiling tiles and/or dry wall must not be installed unless approved by the Fire Inspector per CFC § 901.2, as adopted by the MPMC.

84. Any fire alarm and/or fire sprinkler system monitoring installation or modification requires a separate plan check submittal and approval by the Fire Chief, or designee. Work cannot commence until a fire permit is obtained. Inspection of the system must be performed and subject to acceptance tests before operation per CFC § 907.1.1, as adopted by the MPMC.

85. Other fire protection systems and appurtenances (e.g., commercial cooking operations for hood fire suppression, underground fire line, standby power systems, FM-200) installation or modification requires a separate plan check submittal and approval. Inspection of the system must be performed and subject to acceptance tests before operation per CFC § 904.1, as adopted by the MPMC.

86. A two-way approved Fire Department communication system must be provided for Fire Department use. It must operate between the main control room and elevators, elevator lobbies, emergency and standby power rooms and at entries into enclosed stairways per CFC §§ 907.2.13.2 and 914.3.4, as adopted by the MPMC.

87. Emergency responder radio coverage must be provided per CFC § 510.1 and MPMC § 17.02.110.

88. Provide a minimum of one standpipe system for use during construction. Such standpipe must be installed when the progress of construction is not more than 40 feet in height above the lowest level of fire department access per CFC § 1413, as adopted by the MPMC.

89. Provide a parking space clearly labeled and reserved for "Fire and Police Vehicles" on the ground floor. This parking space must be located within close proximity of the business. The location of the parking space is subject to the approval of the Fire Chief and Police Chief, or designees.

90. The owner of the protected premises will be responsible for all annual inspection, testing, and maintenance for all fire protection systems and their appurtenances within the protected premises in accordance to their referenced national standards and submit said reports annually to the Fire Chief, or designee, one year after commissioning of each system. The Fire Chief, or designee, will review the annual reports that will be subject to a fee for review and inspections as deemed required by the Fire Chief per CFC § 901.1.1, as adopted by the MPMC.

91. An on-site Fire Inspector may be required for this project at no expense to the City for the duration of the project construction as determined by the Fire Chief, or designee. The on-site inspector must be approved by the Fire Chief, or designee.

92. A CBC and egress analysis report of the applicable portions of the 2016 California Fire and Building code must be prepared by a qualified and licensed professional. The report will bear the stamp of a registered design professional to analyze the fire safety properties of the design, operation, or use of the building or premise and the facilities and appurtenances for review by the fire code official without charge to the City per CFC § 104.7.2, as adopted by the MPMC.

POLICE:

93. Exterior lighting must be in full operation at all times.

94. The property owner must hire and private security for the entire complex. The private security company must be properly licensed and meet all the criteria and legal obligations to operate a private security company. There must be a minimum of two security guards on the premises at all times. The Police Chief, or designee, has the authority to increase or decrease the number of security guards as the situation calls for.

95. All major common areas of the locations, including all parking areas, must be covered by security video cameras. All security cameras must operate 24-hours a day, seven days a week. All cameras must record onto a recording medium and all recordings must be maintained in a secure and locked enclosure. Security video cameras must be installed at all the entrance/exits and must be positioned to capture the faces of people entering and exiting. All recordings must be maintained for a minimum of 30 days. All recordings must be made readily available for any law enforcement official who requests the recording(s) for official purposes. If the Police Chief, or designee, determines that additional security cameras are required, the management must comply with the direction within 7 days. Also, access to all security video cameras must be made available to the Police Chief, or designee, via the internet, by providing the IP address for all cameras. The Police Chief, or designee, can also require a change in the position of the video cameras if it is determined that the position of the camera does not meet security needs. The management must comply with the request within 7 days. A comprehensive security plan must be submitted to the Police Chief, or designee, for final review and approval before the project opening.

96. The applicant/property owner must install an adequate alarm system in the hotel office, hotel front desk area, and any fixed money handling areas. The alarm system will be a deterrent to criminal activity, and allow notification of the Police Department in the event of any such attempt. The type of alarm system installed must be connected with the alarm company, and the system must have the capability to distinguish if the need for the police service is for a robbery or burglary. The hotel must obtain an alarm permit from the Police Department.

97. At no time can any hotel room be rented at any rate other than a daily rate, or any length of time that is in conflict with applicable law.

98. The permittee must keep a record of all people renting rooms from the hotel. At a minimum the following information must be obtained, name, driver's license, identification number, and make, year, and license plan of vehicle (if applicable). This information must be made available to any police officer, upon demand.

99. The permittee will work with the Police Department to identify a designated area on the property where emergency vehicles may park within close proximity of the business complex when responding for calls for service at the location. This area can be designated at a later time but must be subject to the approval of the Chief of Police.

100. Any gate code/key must be provided to the Police Department so that access can be made in case of emergencies.

101. Access to the roof of the hotel building will be locked and secured. Access to the roof will be restricted to maintenance personnel, building management, or other authorized personnel.

102. All businesses in the complex are encouraged to join and participate in the Monterey Park Police Department's Business Watch Program; a fee service designed to educate businesses about minimizing criminal activity. The Community Relations Bureau can be contacted at (626) 307-1215

103. The shrubbery on the property must be installed and maintained in such a condition as to not restrict visibility from the street or easily conceal persons.

104. The sale of alcoholic beverages for consumption off the premise is prohibited.

105. Food service for the restaurant is required at all hours that the establishment is open for business.

106. The quarterly gross sales of alcoholic beverages cannot exceed the gross sales of food during the same period.

107. The manager/owner is responsible for maintaining the property free of litter and graffiti.

By signing this document, the authorized representative of Pacific Plaza LLC, certifies that the he or she has read, understood, and agrees to the Project Conditions listed in this document.

____

Name:
Title:
On behalf of Pacific Plaza LLC, Applicant

ATTACHMENT 3

Planning Commission Minutes June 27, 2017

OFFICIAL MINUTES
MONTEREY PARK PLANNING COMMISSION
REGULAR MEETING
JUNE 27, 2017

The Planning Commission of the City of Monterey Park held a regular meeting of the Board in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Tuesday, June 27, 2017 at 7:00 p.m.

CALL TO ORDER:

Chairperson Larry Sullivan called the Planning Commission meeting to order at 7:00 p.m.

ROLL CALL:
Planner Tewasart called the roll:
Board Members Present: Larry Sullivan, Delario Robinson, Members, Theresa Amador, Ricky Choi and Eric Brossy De Dios
Board Members Absent: None

ALSO PRESENT: Karl H. Berger, Assistant City Attorney, Michael A. Huntley, Director of Community and Economic Development, Samantha Tewasart, Senior Planner

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS: None

ORAL AND WRITTEN COMMUNICATIONS: None

[1.] PRESENTATIONS: None

[2.] CONSENT CALENDAR:

2-A. APPROVAL OF MINUTES

May 23, 2017 –

Action Taken: The Planning Commission approved the minutes of May 23, 2017 with amendments.

Motion: Moved by Commissioner Robinson and seconded by Commissioner Choi, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Amador, Choi, and De Dios
Noes:	Commissioners:	None
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

2-B. TIME EXTENSION (EX-17-01) FOR CONDITIONAL USE PERMIT (CU-15-07) TO ALLOW A 1.0 FLOOR AREA RATIO FOR A 12-UNIT MEDICAL OFFICE CONDOMINIUM DEVELOPMENT (CITIZEN'S MEDICAL PLAZA) – 120 WEST HELLMAN AVENUE

Planner Tewasart provided a brief summary of the staff report.

Chairperson Sullivan inquired if the project was processed in a timely manner and if the City reviewed the plans in a timely manner. Planner Tewasart replied yes.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing approved the request time extension at 120 W Hellman Avenue.

Motion: Moved, by Commissioner Robinson and seconded by Commissioner Choi, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Amador, Choi, and De Dios
Noes:	Commissioners:	None
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

[3.] PUBLIC HEARING:

3-A MODIFICATION OF CONDITIONAL USE PERMIT (CU-17-02) TO ALLOW A NEW 5-STORY MIXED-USE DEVELOPMENT AND GENERAL ON-SALE ALCOHOL USE AND TENTATIVE MAP NO. 074409 (TM-17-02) TO ALLOW FOR THE SUBDIVISION OF AIR-RIGHTS TO ESTABLISH A HOTEL AND 84 RESIDENTIAL UNITS IN THE R-S, P-D (REGIONAL SPECIALTY, PLANNED DEVELOPMENT) ZONE – 420 NORTH ALTANTIC BOULEVARD

Planner Tewasart provided a brief summary of the staff report.

Chairperson Sullivan opened the public hearing.

Commissioner Amador expressed concerns about the traffic on Emerson and inquired if the street will be widened. Representative Lee replied that here will be access on Atlantic Boulevard and Emerson Avenue. Atlantic Boulevard will be widened from two-lanes to three-lanes and Emerson Avenue will not be widened.

Commissioner Amador inquired if the project will have a banquet facility. Representative Lee replied that both restaurant spaces are not large spaces and would not provide for any type of banquet facility.

Chairperson Sullivan inquired about the bus parking spaces. Representative Lee replied that there will be a designated parking area. There would not be more than one bus at any one time. The current Best Western does not have any tour buses that come into the facility.

Commissioner De Dios asked to amend condition no. 58 to be provided from Atlantic Boulevard and Emerson Avenue, subject to the Fire Chief or designee.

Commissioner Amador expressed concerns about the queuing length on southbound Atlantic Boulevard. Chairperson Sullivan inquired about the city's traffic study on Atlantic Boulevard. Director Huntley replied that a traffic study was conducted and based on the existing conditions the City is working on improving the signalization. The plans and specifications are completely, waiting for concurrence from MTA as part of the grant funding for that project. Chairperson Sullivan inquired if there is a raised median on Atlantic Boulevard. Director Huntley replied yes. Chairperson Sullivan inquired about high speed buses. Director Huntley replied that the Public Works Department is working on that issue.

Chairperson Sullivan closed the public hearing.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing adopted **Resolution No. 03-17** approving Conditional Use Permit (CU-17-02) to allow a new 5-story mixed-use development and general on-sale alcohol use and tentative map no. 074409 (TM-17-02) to allow for the subdivision of air-rights to establish a hotel and 84 residential unit in the R-S, P-D (Regional Specialty, Planned Development) Zone at 420 North Atlantic Boulevard.

Resolution No. 03-17

A RESOLUTION ADOPTING A SUPPLEMENTAL MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING A MODIFICATION OF A CONDITIONAL USE PERMIT (CUP-17-02) AND A TENTATIVE MAP NO. 074409 (TM-17-02) FOR THE CONSTRUCTION OF A NEW MIXED-USE DEVELOPMENT AT 420 NORTH ATLANTIC BOULEVARD

Motion: Moved, by Commissioner Choi and seconded by Commissioner Amador, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Amador, Choi, and De Dios
Noes:	Commissioners:	None
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

3-B CONDITIONAL USE PERMIT (CU-17-05) TO ALLOW ON-SALE (TYPE 41 – BEER AND WINE) LICENSE FOR A BONA FIDE PUBLIC EATING PLACE AT 331 WEST GARVEY AVENUE #D

Planner Tewasart provided a brief summary of the staff report.

Commissioner Amador inquired about the business layout, storage and signage.

Chairperson Sullivan opened the public hearing

Representative Michelle Zhang replied that the business opens at 5:00 p.m. and that interior is typically a little cluttered while the business is setting up for opening and for preparation of food service.

Commissioner De Dios inquired about restroom requirements. Planner Tewasart replied that the business is currently in operation and the application is for the addition of beer and wine service. No new tenant improvements are proposed as part of the conditional use permit application. However, if the Department of Alcoholic Beverage Control were to require an additional restroom facility, the business will be required to go through the city's plan checking process.

Chairperson Sullivan closed the public hearing.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing adopted **Resolution No. 04-17** approving Conditional Use Permit (CU-17-05) to allow on-sale alcoholic beverages (beer and wine) in conjunction with a bona fide retail eating establishment in the C-B (Central Business) Zone at 331 West Garvey Avenue, Unit #D.

Resolution No. 04-17

A RESOLUTION APPROVING CONDITIONAL USE PERMIT (CUP-17-05) TO PERMIT ON-SALE ALCOHOLIC BEVERAGES (BEER AND WINE) IN CONJUNCTION WITH A BONA FIDE RETAIL EATING ESTABLISHMENT AT 331 WEST GARVEY AVENUE #D

Motion: Moved, by Commissioner Choi and seconded by Commissioner Amador, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Choi, and De Dios
Noes:	Commissioners:	Amador
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

3-C CONSIDER ADOPTING A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL AMEND SPECIFIC SECTIONS OF TITLE 21 ZONING REGULATIONS OF THE MONTEREY PARK MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS

Planner Tewasart provided a brief summary of the staff report.

Commissioner De Dios inquired about existing historic districts and car share vehicle located within one block of an accessory dwelling unit. Planner Tewasart replied that there are no historic districts. Attorney Berger replied that the City has adopted regulations allowing car share vehicles, but no applications have been made. If and when a car share company would make an application for a car share block that would be subject to the city's regulations and provide an exemption. The proposed regulations are more tailor fit for this jurisdiction.

Attorney Berger stated that that there is currently a state senate bill going through the process of being adopted, which would further amend regulations with regards to accessory dwelling units. It was recently amended June 20th, 2017. It will clarify the law. Right now there is some ambiguity with regards to accessory dwelling units on residential properties and whether or not they can be separately conveyed to a different owner other than the primary owner on the property and that senate bill would clarify that that cannot happen.

Commissioner De Dios inquired about on-street parking permits. Planner Tewasart replied that it is staffs understanding that on-street parking permits are issued by the city's Engineering Division within the Public Works Department. Those permits have been issued around the East Los Angeles College area as well as Hellman Avenue around Mark Keppel High. Attorney Berger stated that the vehicle code requires a particular procedure whereby a permit district is created by the City Council that can be done by petition of the neighbors within that particular area or the City Council can do that on its own authority and create a parking district where there is a need identified to have parking for those residents and under those circumstances the City would issue those parking permits for those particular areas. This is seen more frequently in beach cities where you see parking permit only on the public streets.

Commissioner De Dios inquired if there is a limitation on the number of bedrooms. Director Huntley replied only on size of the units.

Chairperson Sullivan opened and closed the public hearing.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing adopted **Resolution No. 05-17** recommending that the City Council adopt an ordinance amending the Monterey Park Municipal Code regulations governing accessory dwelling units.

Resolution No. 05-17

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE ("MPMC") REGULATIONS GOVERNING ACCESSORY DWELLING UNITS

Motion: Moved, by Commissioner Choi and seconded by Commissioner Amador, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Amador, and Choi
Noes:	Commissioners:	De Dios
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

[4.] OLD BUSINESS: None.

[5.] NEW BUSINESS: None.

[6.] COMMISSION COMMUNICATIONS AND MATTERS: None.

[7.] STAFF COMMUNICATIONS AND MATTERS: None

ADJOURNMENT:

There being no further business for consideration, the Planning Commission meeting was adjourned at 8:30 p.m.

Next regular scheduled meeting on July 11, 2017 at 7:00 p.m. in the Council Chambers.

M. Huntley

Michael A. Huntley
Director of Community and Economic Development

ATTACHMENT 4

Appeals from Council Members Real Sebastian and Ing

CITY OF MONTEREY PARK
INTEROFFICE MEMO

DATE: June 28, 2017

TO: RON BOW, INTERIM CITY MANAGER

FROM: MICHAEL A. HUNTLEY, DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

BY: SAMANTHA TEWASART, SENIOR PLANNER

SUBJECT: PLANNING COMMISSION ACTIONS – MEETING OF JUNE 27, 2017

THE FOLLOWING ITEMS MAY BE SET FOR COUNCIL REVIEW:

3-A MODIFICATION OF CONDITIONAL USE PERMIT (CU-17-02) TO ALLOW A NEW 5-STORY MIXED-USE DEVELOPMENT AND GENERAL ON-SALE ALCOHOL USE AND TENTATIVE MAP NO. 074409 (TM-17-02) TO ALLOW FOR THE SUBDIVISION OF AIR-RIGHTS TO ESTABLISH A HOTEL AND 84 RESIDENTIAL UNITS IN THE R-S, P-D (REGIONAL SPECIALTY, PLANNED DEVELOPMENT) ZONE – 420 NORTH ALTANTIC BOULEVARD

The Planning Commission **APPROVED** Modifications to Conditional Use Permit (CUP-17-02) to allow the construction of a new mixed-use development at 420 North Atlantic Boulevard. The subject property is located on the northeast corner of North Atlantic Boulevard and West Emerson Avenue. The property is zoned R-S, P-D (Regional Specialty, Planned Development) and the General Plan designation is Mixed-Use I. (5-0-0-0)

Modified:

58. Building height exceeds 30 feet in height. A dedicated ladder truck access road is required. Access road must be provided from Atlantic Boulevard to ~~Hellman~~ Emerson Avenue, subject to the review and approval of the Fire Chief, or designee. The minimum unobstructed width must be 26 feet and be at least 15 feet, but not further than 30 feet, from the west side of the building. Except for approved security gates in accordance with California Fire Code (CFC) § 503.6, as adopted by the MPMC, a minimum unobstructed vertical clearance of 13 feet 6 inches must be provided for the access road, per the CFC Appendix D105.1, as adopted by the MPMC.

3-B CONDITIONAL USE PERMIT (CU-17-05) TO ALLOW ON-SALE (TYPE 41 – BEER AND WINE) LICENSE FOR A BONA FIDE PUBLIC EATING PLACE AT 331 WEST GARVEY AVENUE #D

The Planning Commission **APPROVED** conditional use permit (CU-17-05) to allow on-sale beer and wine (Type 41 license) in conjunction with the operation of a bona fide retail eating establishment located at 331 West Garvey Avenue #D in the C-B (Central Business) Zone. (**4-1-0-0**, Amador)

3-C CONSIDER ADOPTING A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL AMEND SPECIFIC SECTIONS OF TITLE 21 ZONING REGULATIONS OF THE MONTEREY PARK MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS (CA-17-01)

The Planning Commission **RECOMMENDED** that the City Council adopt an ordinance amending the Monterey Park Municipal Code regulations governing accessory dwelling units. (4-1-0-0, Brossy de Dios)

Items 3-A and 3-B may be appealed on the written appeal of two Council members. Appeal must be filed within **10 days** of the Planning Commission's decision.

MH:st

REQUEST FOR APPEAL

I wish that item 3A be appealed.

Reasons for appeal:

I contend that the reviewing official or body made the following errors:
PER COUNCIL MEMBER MITCHELL ING: EXPLAIN INGRESS AND EGRESS OF PROJECT. ALSO THE TRAFFIC FLOW.

Council Member MITCHELL ING Date: 7/7/17
Signature

PER VERBAL PHONE CALL & MESSAGE 7/7/17
FORM FILLED OUT BY RON BOW - INTERIM CITY MANAGER. [signature] 7/7/17 2:47 PM

CITY OF MONTEREY PARK
INTEROFFICE MEMO

CITY CLERK'S OFFICE

2017 JUL -6 P 5: 04

CITY OF MONTEREY PARK

DATE: June 28, 2017

TO: RON BOW, INTERIM CITY MANAGER

FROM: MICHAEL A. HUNTLEY, DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

BY: SAMANTHA TEWASART, SENIOR PLANNER

SUBJECT: PLANNING COMMISSION ACTIONS – MEETING OF JUNE 27, 2017

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Modified:

58. Building height exceeds 30 feet in height. A dedicated ladder truck access road is required. Access road must be provided from Atlantic Boulevard to ~~Hellman~~ Emerson Avenue, subject to the review and approval of the Fire Chief, or designee. The minimum unobstructed width must be 26 feet and be at least 15 feet, but not further than 30 feet, from the west side of the building. Except for approved security gates in accordance with California Fire Code (CFC) § 503.6, as adopted by the MPMC, a minimum unobstructed vertical clearance of 13 feet 6 inches must be provided for the access road, per the CFC Appendix D105.1, as adopted by the MPMC.

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3-C CONSIDER ADOPTING A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL AMEND SPECIFIC SECTIONS OF TITLE 21 ZONING REGULATIONS OF THE MONTEREY PARK MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS (CA-17-01)

The Planning Commission **RECOMMENDED** that the City Council adopt an ordinance amending the Monterey Park Municipal Code regulations governing accessory dwelling units. (4-1-0-0, Brossy de Dios)

Items 3-A and 3-B may be appealed on the written appeal of two Council members. Appeal must be filed within **10 days** of the Planning Commission's decision.

MH:st

REQUEST FOR APPEAL

I wish that item 3A be appealed.

Reasons for appeal: traffic analysis is inadequate and height review of entire project including modifications.

I contend that the reviewing official or body made the following errors:

Council Member Paul Sebastian
Signature

Date: 7/5/17

ATTACHMENT 5
Conditional Use Permit Document

Available for inspection in the City Clerk's office
during normal business hours of
Mondays – Thursdays 8:00 a.m. – 5:00 p.m. and
Fridays 8:00 a.m. – 4:00 p.m.

ATTACHMENT 6
Architectural Drawings

Available for inspection in the City Clerk's office
during normal business hours of
Mondays – Thursdays 8:00 a.m. – 5:00 p.m. and
Fridays 8:00 a.m. – 4:00 p.m.

ATTACHMENT 7
Tentative Map Drawings

Available for inspection in the City Clerk's office
during normal business hours of
Mondays – Thursdays 8:00 a.m. – 5:00 p.m. and
Fridays 8:00 a.m. – 4:00 p.m.

ATTACHMENT 8
Mitigated Negative Declaration

Available for inspection in the City Clerk's office
during normal business hours of
Mondays – Thursdays 8:00 a.m. – 5:00 p.m. and
Fridays 8:00 a.m. – 4:00 p.m.

City Council Staff Report

DATE: August 16, 2017

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

TO: The Honorable Mayor and City Council

FROM: Karl H. Berger, Assistant City Attorney

SUBJECT: Ordinance amending Monterey Park Municipal Code Chapter 9.06 regulating aircraft within the City of Monterey Park

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing this report;
2. Providing such additional direction that may be appropriate; and
3. Take such additional, related, action that may be desirable.

BACKGROUND:

Earlier this year, the City Council asked that the City Attorney's office prepare an ordinance that would amend Monterey Park Municipal Code ("MPMC") Chapter 9.06 which governs aircraft. This was prompted by many discussions during the past 18 months concerning low-flying aircraft including, without limitation, consideration by the Planning Commission in 2016 that the City Council consider amending the MPMC.

The City Council was previously informed that federal law governs (with extremely narrow exceptions) all aspects of commercial aircraft including, without limitation, flight patterns and flight altitudes (49 U.S.C. § 40103). Nevertheless, the City Council stressed the importance that it take action in response to significant increase in noise, smell and general nuisances caused by commercial aircraft flying over the City of Monterey Park.

Attached for the City Council's consideration is an ordinance that would amend MPMC Chapter 9.06 as to aircraft. Were the ordinance to be adopted, the new regulations would allow also allow private citizens to seek judicial intervention for enforcing the regulations (these are so-called "private attorney general" clauses; *see* § 9.06.110). Further, it would allow private citizens to seek damages for unfair business practices (same section). A redline comparison between the draft regulations and existing regulations is also included to demonstrate the proposed changes.

Also attached for the City Council's information is the General Plan Land Use Map that is referenced in the draft ordinance. The various residential areas within the City are depicted on that Map.

FISCAL IMPACT:

Should the City Council choose to adopt the ordinance, the City would incur a nominal cost for codifying the ordinance within the MPMC. At the City Council's request, the City Clerk's office can provide a more accurate cost estimate.

Respectfully submitted by:

Karl H. Berger, Assistant City Attorney

ATTACHMENTS:

1. Draft Ordinance
2. Redline comparison
3. Planning Commission Meeting Minutes from September 27, 2016

Attachment 1:
Draft Ordinance

CITY OF MONTEREY PARK

ORDINANCE NO. ____

AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTER 9.06 IN ITS ENTIRETY TO REGULATE AIRCRAFT WITHIN THE CITY OF MONTEREY PARK.

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1: MPMC Chapter 9.06 is amended in its entirety to read as follows:

"Chapter 9.06 AIRCRAFT

9.06.010. **Purpose**.

This Chapter is adopted pursuant to the city's police powers for the purpose of establishing minimum safe altitudes for aircraft; identifying low flying aircraft as public nuisances; authorizing abatement of such nuisances; and empowering persons to undertake appropriate action to abate such public nuisances as allowed by applicable law. Nothing contained in this chapter is intended to, nor will it, preclude the City from pursuing any other available remedy to enforce this chapter.

9.06.020. **Definitions**.

Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this chapter. Words and phrases undefined in this Chapter have the same meaning as set forth in applicable federal law including, without limitation, those regulations promulgated by the FAA.

"Acrobatic flying" means any manipulation of the controls of any aircraft which may tend to divert the aircraft from a normal flight when such manipulation is not necessary to maintain the stability and safety of such aircraft.

"Aircraft" means any contrivance invented, used, or designed to navigate, or fly in, the air.

"Applicable law" means all federal law including, without limitation, statutes or regulations that may establish minimum safe altitudes of flight different from those set forth in this Chapter.

"City Manager" means the City Manager or designee.

"FAA" means the federal aviation administration and any successor agency.

"Minimum safe altitudes of flight" has the same meaning as set forth in 14 Code of Federal Regulations § 91.119, and any successor statute or regulation, within the navigable airspace regulated by the FAA.

"Person" means individuals or corporate entities.

"Residential areas" means those areas identified by the Monterey Park General Plan Land Use Policy Map (*see* Figure LU-2) as low density residential; medium density residential; or high density residential.

9.06.030. **Reckless operation.**

It is unlawful for any person to drive, operate, or fly in or over the city any aircraft in the air or upon the ground in a reckless manner, or in such a manner as to endanger the lives or safety of persons in the city, or in such aircraft, or operate any aircraft in or over the city while under the influence of any intoxicating liquor or narcotic.

9.06.040. **Flight altitudes—Minimum.**

It is unlawful for any person to drive, operate, or fly in or over the city any aircraft below the minimum safe altitudes of flight.

9.06.050. **Flight altitudes—Populated areas.**

Unless otherwise provided by applicable law, the minimum safe altitude over the populated areas of the city must be sufficient at all times to permit an emergency landing outside of such areas in the event of complete failure of power, but in no event can such minimum safe altitude over populated areas be less than 6000 feet above ground. Minimum safe altitude for aircraft is not less than 3000 feet above ground level except for law enforcement purposes.

9.06.060. **Flight altitudes—Schools—Religious Institutions.**

Unless otherwise provided by applicable law, the minimum safe altitude over any school, religious institution, hospital or any open air assembly of persons is not less than 6000 feet above ground. Sections 9.06.040. 9.06.050 and/or 9.06.060 may be waived in writing by the city manager for:

A. A school activity which is officially sanctioned by the school district; or

B. A city-sponsored event.

9.06.070. **Flight altitudes—Take off—Landing.**

A minimum safe altitude of not less than 1000 feet above ground in all areas not specified in Sections 9.06.040 and 9.06.050, except where take-off or landing is necessary (in such one thousand foot areas) for emergency situations or for public safety activities.

9.06.080. **Acrobatic flying.**

It is unlawful for any person to perform any acrobatic flying in or over the city.

9.06.090. **Nighttime Curfew.**

Overflight between the hours of 10:00 p.m. to 7:00 a.m. is prohibited over all residential areas.

9.06.100. **Public Nuisance.**

Aircraft flying lower than minimum safe altitude cause blight, decrease property values and deprive surrounding residents and owners of the right to comfortable enjoyment of life and property. Such aircraft are obnoxious, constitute a public nuisance, and are an immediate threat to public safety which must be abated to minimize harm to persons and property in the community. Accordingly, aircraft flying lower than the minimum safe altitude are a public nuisance.

9.06.110. **Enforcement.**

A. In addition to any other remedy available under applicable law, violations of this chapter may be enforced as follows:

1. Abated as a public nuisances.

2. Enjoined as unfair business practices that are presumed to nominally damage each and every resident of the community.

B. Any person acting for the interests of itself, its members, or the general public may bring an action for injunctive relief to prevent future violations or to recover actual damages.

C. The remedies provided by this chapter are cumulative and in addition to any other available remedy.

9.06.120 **Other applicable laws.**

A. This chapter is in addition to any other prohibition or limitation on aircraft under applicable law. The city council intends this chapter to supplement, and not to duplicate or contradict, other applicable law.

B. If another applicable law is more restrictive in regulating aircraft, that law governs."

SECTION 2: *Interpretation*. This Ordinance must be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section, sub-section, sentence, clause, phrase, part, or portion of this Ordinance is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Ordinance. This Ordinance, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Ordinance is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Ordinance that can be given effect without the invalid application.

SECTION 3: *Severability*. If any portion of this Ordinance is held by a court of competent jurisdiction to be invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances will not be affected thereby.

SECTION 4: *Construction*. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. The City Council intends that this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 5: 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 6: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this ____ day of August, 2017.

____
Teresa Real Sebastian, Mayor

ATTEST:

____
Vincent D. Chang, City Clerk

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

By: ______________________________
Karl H. Berger, Assistant City Attorney

Attachment 2:
Redline Comparison

Chapter 9.06 AIRCRAFT

9.06.010 ~~Aircraft defined.~~. Purpose.

This Chapter is adopted pursuant to the city's police powers for the purpose of establishing minimum safe altitudes for aircraft; identifying low flying aircraft as public nuisances; authorizing abatement of such nuisances; and empowering persons to undertake appropriate action to abate such public nuisances as allowed by applicable law. Nothing contained in this chapter is intended to, nor will it, preclude the City from pursuing any other available remedy to enforce this chapter.

9.06.020. Definitions.

Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this chapter. Words and phrases undefined in this Chapter have the same meaning as set forth in applicable federal law including, without limitation, those regulations promulgated by the FAA.

"Acrobatic flying" means any manipulation of the controls of any aircraft which may tend to divert the aircraft from a normal flight when such manipulation is not necessary to maintain the stability and safety of such aircraft.

"Aircraft" ~~includes balloons, airships, airplanes, seaplanes, and any and all other conveyances operated by human beings and~~means any contrivance invented, used, or ~~capable of being used for transportation through~~designed to navigate, or fly in, the air.

"Applicable law" means all federal law including, without limitation, statutes or regulations that may establish minimum safe altitudes of flight different from those set forth in this Chapter.

"City Manager" means the City Manager or designee.

"FAA" means the federal aviation administration and any successor agency.

"Minimum safe altitudes of flight" has the same meaning as set forth in 14 Code of Federal Regulations § 91.119, and any successor statute or regulation, within the navigable airspace regulated by the FAA.

"Person" means individuals or corporate entities.

"Residential areas" means those areas identified by the Monterey Park General Plan Land Use Policy Map (see Figure LU-2) as low density residential; medium density residential; or high density residential.

9.06.~~020~~ 030. Reckless operation.

~~No~~

~~It is unlawful for any~~ person ~~shall~~to drive, operate, or fly in or over the city any aircraft in the air or upon the ground in a reckless manner, or in such a manner as to endanger the lives or safety of persons in the city, or in such aircraft, or operate any aircraft in or over the city while under the influence of any intoxicating liquor or narcotic.

9.06.~~030~~ 040. Flight altitudes—Minimum.

~~No~~

It is unlawful for any person ~~shall~~to drive, operate, or fly in or over the city any aircraft below the minimum safe altitudes of flight ~~in the following sections.~~.

9.06.~~040~~ 050. Flight altitudes—Populated areas.

~~An~~

Unless otherwise provided by applicable law, the minimum safe altitude over the populated areas of the city must be sufficient at all times to permit an emergency landing outside of such areas in the event of complete failure of power, but in no event ~~shall~~can such minimum safe altitude over populated areas be less than ~~one thousand~~6000 feet above ~~the~~ ground. Minimum safe altitude for aircraft is not less than 3000 feet above ground level except for law enforcement purposes.

9.06.~~050~~ 060. Flight altitudes—Schools—~~Churches~~Religious Institutions.

~~An~~

Unless otherwise provided by applicable law, the minimum safe altitude ~~of not less than one thousand feet above the ground~~ over any school, ~~church~~religious institution, hospital or any open air assembly of persons~~,~~ is not less than 6000 feet above ground. Sections 9.06.040. 9.06.050 and/or 9.06.060 may be waived in writing by the ~~fire chief~~city manager for:

~~(a)~~

A. A school activity which is officially sanctioned by the school district; or

~~(b) A city-sponsored event, provided that prior approval of the flight, take-off and landing for such school activity or city-sponsored event has been obtained from federal and/or state aviation agencies.~~

B. A city-sponsored event.

9.06.~~060~~ 070. Flight altitudes—Take off—Landing.

~~An~~

A minimum safe altitude of not less than ~~five hundred~~1000 feet above ~~the~~ ground in all areas not specified in Sections 9.06.040 and 9.06.050, except where take-off or landing is necessary (in such ~~five hundred~~one thousand foot areas) for emergency situations or for public safety activities.

9.06.~~070~~ 080. Acrobatic flying.

~~No~~

It is unlawful for any person ~~shall do~~to perform any acrobatic flying in or over the city.

~~"Acrobatic flying" means any manipulation of the controls of any aircraft which may tend to divert the aircraft from a normal flight when such manipulation is not necessary to maintain the stability and safety of such aircraft.~~

9.06.090. Nighttime Curfew.

Overflight between the hours of 10:00 p.m. to 7:00 a.m. is prohibited over all residential areas.

9.06.100. Public Nuisance.

Aircraft flying lower than minimum safe altitude cause blight, decrease property values and deprive surrounding residents and owners of the right to comfortable enjoyment of life and property. Such aircraft are obnoxious, constitute a public nuisance, and are an immediate threat to public safety which must be abated to minimize harm to persons and property in the community. Accordingly, aircraft flying lower than the minimum safe altitude are a public nuisance.

9.06.110. Enforcement.

A. In addition to any other remedy available under applicable law, violations of this chapter may be enforced as follows:

1. Abated as a public nuisances.

2. Enjoined as unfair business practices that are presumed to nominally damage each and every resident of the community.

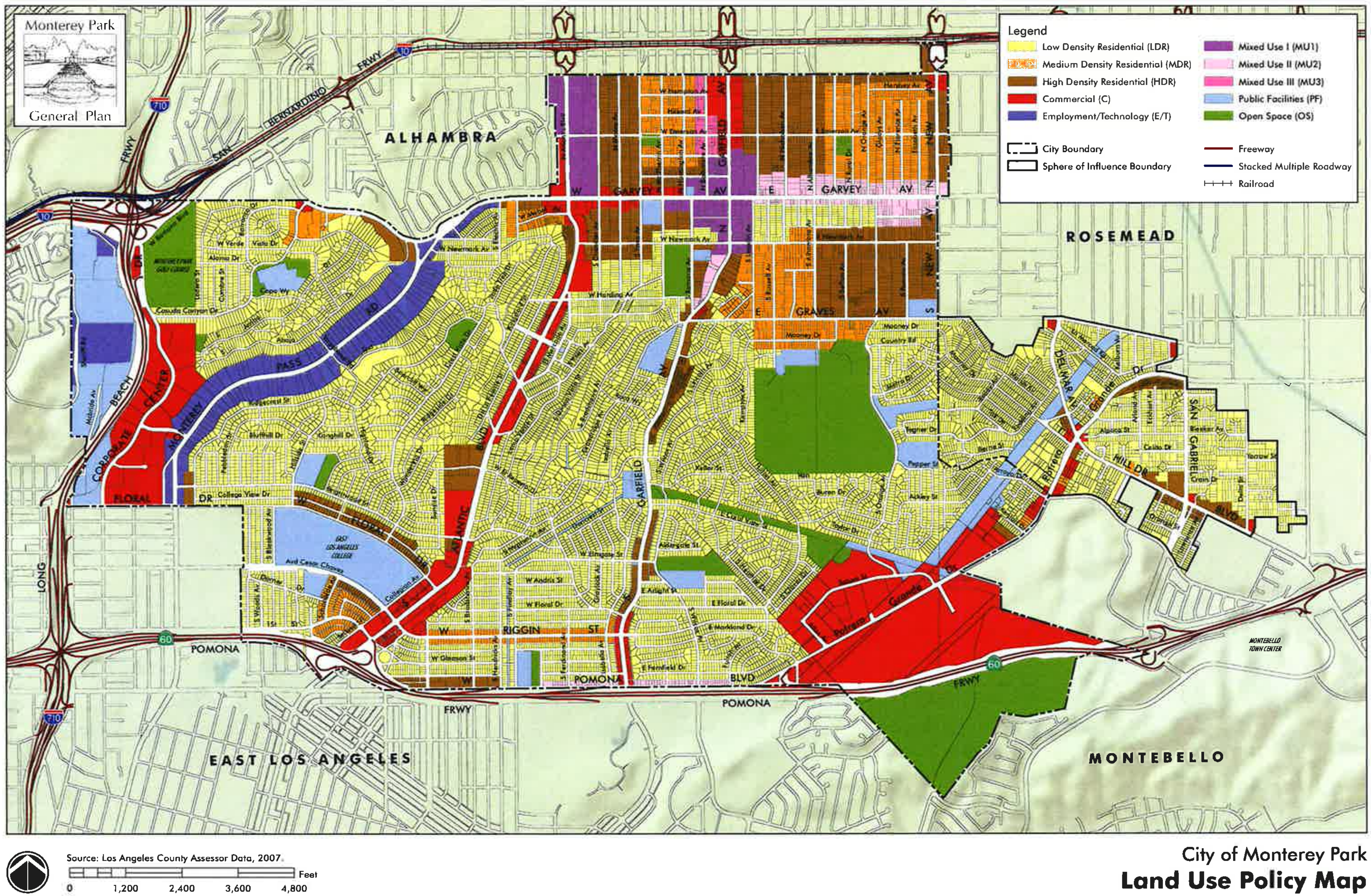
B. Any person acting for the interests of itself, its members, or the general public may bring an action for injunctive relief to prevent future violations or to recover actual damages.

C. The remedies provided by this chapter are cumulative and in addition to any other available remedy.

9.06.120 Other applicable laws.

A. This chapter is in addition to any other prohibition or limitation on aircraft under applicable law. The city council intends this chapter to supplement, and not to duplicate or contradict, other applicable law.

B. If another applicable law is more restrictive in regulating aircraft, that law governs.



City of Monterey Park
Land Use Policy Map

Attachment 3:
September 27, 2016 Planning Commission
Meeting Minutes

OFFICIAL MINUTES
MONTEREY PARK PLANNING COMMISSION
REGULAR MEETING
September 27, 2016

The Planning Commission of the City of Monterey Park held a Regular Meeting of the Board in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Tuesday, September 27, 2016 at 7:00 p.m.

CALL TO ORDER:

Chairperson Choi called the meeting to order at 7:00 p.m.

ROLL CALL:

Planner Tewasart called the roll:

Commissioners Present: Ricky Choi, Larry Sullivan, Margaret Leung, Theresa Amador, and Delario Robinson

Commissioners Absent: None

ALSO PRESENT: David King, Deputy City Attorney, Michael A. Huntley, Director of Community and Economic Development, Samantha Tewasart, Senior Planner

ORAL AND WRITTEN COMMUNICATIONS:

None

AGENDA CHANGES AND ADOPTION:

None

APPROVAL OF MINUTES:

None

CONSENT CALENDAR:

None

UNFINISHED BUSINESS:

None

NEW BUSINESS (PUBLIC HEARING):

2-A. TENTATIVE MAP NO. 074375 – 206 NORTH MOORE AVENUE (TM-16-03)

Planner Tewasart provided a brief summary of the staff report.

Commissioner Sullivan inquired about address numbers on the curb. Director Huntley replied that the Fire Department is now requiring that address numbers be visible for when they respond to a call. This is new direction from the Fire Chief for new developments.

Chairperson Choi inquired about the required number of parking since the code was recently amended. Planner Tewasart replied that the code amendment had gone before the City Council, but has not gone into effect.

Commissioner Leung inquired if the single sheet tentative map was a complete submittal packet. Director Huntley replied that the application is tentative map, so the Planning Commission is reviewing the subdivision itself and not the development of the building.

Chairperson Choi opened the public hearing.

Engineer Jack Lee of Cal Land Engineering, 576 Lambert Road, Brea, stated that they reviewed the resolution and will comply with the conditions.

Commissioner Leung inquired about the underground sewer, waste water system. Engineer Lee replied that the sewer plan will comply with the City and County design. If the sewer line at the back is lower than the sewer line at the street, then a sewer pump will be necessary. Commission Leung inquired if this is the responsibility of the property owner. Engineer Lee replied yes and the eventually the association.

Commission Leung inquired the building height and whether that is reflected on the civil drawing. Architect David Chun replied that the height was shown on the packet reviewed by the Design Review Board.

Commission Leung inquired if the utility will be undergrounded to the sidewalk. Director Huntley replied that that detail is typically not shown on a subdivision map.

Attorney King stated that the item is a tentative map for the project. It is not a comprehensive review of the project in total. The Commission's role is to review the map to ensure that is consistent with the General Plan and Subdivision Map Act.

Commission Amador inquired if they are reviewing the air space. Attorney King replied yes. Director Huntley replied that air right is not associated with the construction of the building, but the division of land or air space.

Commissioner Leung inquired if additional information can be added to the plans and stated that she does not have enough information to approve the project.

Chairperson Choi closed the public hearing.

Action: The Planning Commission after considering the evidence present during the public hearing adopted **Resolution No. 21-16** approving Tentative Map No. 074375

(TM-16-03) to subdivide air rights to develop a 5-unit condominium project at 206 North Moore Avenue in the R-3 (High Density Residential) Zone.

Motion: Moved by Commissioner Amador and seconded by Commission Robinson, motion carried by the following vote:

Ayes:	Commissioners: Choi, Sullivan, Amador and Robinson
Noes:	Commissioners: Leung
Absent:	Commissioners: None
Abstain:	Commissioners: None

COMMISSION COMMUNICATIONS:

Commissioner Leung is requesting that the Planning Commission recommend to the City Council to consider amending Chapter 9.06 Aircrafts to update the existing regulations.

Director Huntley stated that is a Commission Communication item. At the last Planning Commission meeting, Commission Leung brought in front of the Commission an interest in getting the Commission to recommend to the City Council to consider certain amendments. This is not a staff item.

Chairperson Choi requested that staff provide clarification as to the Commission's role with regards to this issue. This body is here to consider matters in land use issues such as zone changes, specific plans, subdivision maps, conditional use permits and the like and make recommendations to the City Council on policies dealing with the present and future growth of the City.

Director Huntley replied that the Planning Commission's job as appointees from the City Council is to review all land use within the City and all the issues of Title 21 which is the Zoning Code and all development projects. The Zoning Code does include performance standards, which includes noise, but typically land based. The Planning Commission does not have the purview over Chapter 9, which is why the Commissioner would like discuss tonight. That does not mean that the Commissioner cannot make a suggestion to the other Commissioners and as a body make a recommendation to the City Council on it.

Attorney King stated that the Planning Commission's role is defined to oversee land use and serve as an advisory body to the City Council and to strike a balance between private interest and public welfare and that is why there are public hearings and public comments. Chapter 9 is a Peace, Safety, and Morals Title of the Monterey Park Municipal Code a little out of the purview of the Planning Commission, but it doesn't stop the Planning Commission from making a recommendation to the City Council. If the City Council were to take this up, this Ordinance would not come before the Planning Commission again.

Chairperson Choi stated that although he understands that it is of great importance to the community that this might not be the correct forum for this discussion, but will defer to the other Commissioners.

Commissioner Leung stated that the purpose of the proposed revision to Chapter 9.06 Aircraft, which talks about flight altitudes in populated areas during takeoff and landing, is due to recent events of commercial flights, in particular west arrival flights are using Monterey Park as a turnaround point and they call it an extended downwind approach and they are flying over Monterey Park at an altitude of 2,500 which is becoming a big nuisance to most residents in the area. This matter has been brought before the FAA and the City is currently represented at the LAX roundtable for a regional resolution. The municipal is antiquated; it talks about 1,000 feet above ground which came from a safety code in the CFRs. There is no rule in place right now that prevents Monterey Park from imposing a more restrictive number. The number being proposed tonight has been reviewed and they were taken from white papers. It was acknowledged by the LAX operations manager that some of the numbers are currently in use for the east arrival flights and the proposal is to implement the numbers for the west arrival flights also.

Commissioner Robinson stated that since Commissioner Leung has brought up the matter he has been viewing the aircrafts that would come from the airport. Once or twice a week they will come towards Monterey Park and on the other days the FAA has done a good job on trying to reroute aircrafts to other areas. He doubts that Monterey Park is a pinpoint location for the aircraft to come and be that close to the ground. If Commissioner Leung wants to go before the City Council to raise the issue that would be more appropriate.

Commissioner Amador inquired is the purpose is to review the proposal and recommend it to the City Council. Chairperson Choi replied that that is what Commissioner Leung is proposing, to review the changes to the Municipal Code regarding Chapter 9.06 and that the Commission recommend to the City Council to make these changes. Commissioner Amador stated that if the Commission is to review the proposal it should be a complete package and look at including drones, balloons, and airships such as the Good Year blimp, which the City may be concerned with the future. The decision making body of the proposal should come from the City Council. She supports Commissioner Robinson and this should be proposed at the City Council level and this should be their decision.

Commissioner Sullivan stated that in the Municipal Code nowhere does not mention fire and rescue helicopters and inquired who issues authority for that. He contacted the County and they said the District Flight Control Coordinator would take over all responsibility for water dropping on a City where it is mandated and they dictate the altitude and everything based on their graphics. He inquired if that should be incorporated into the proposed amendment.

Attorney King replied that the code is antiquated and the code is probably not enforced too often in the City. Matters dealing with water drops for fire are probably regulated in other areas. The federal government, Federal Aviation Administration would have perimeters as far as flight altitudes. Whether or not the code needs to be amended is not something that a city typically enforces on a daily basis.

Chairperson Choi stated that he reviewed other cities' codes. Alhambra is similar to Monterey Park at 1,000 feet in their congested areas. Any other areas are at 500 feet, which is very lenient in terms of that. The cities of Rosemead and San Gabriel do not have any regulations. That may have to do with the fact that city ordinances do not trump federal regulations with regards to this matter, so putting this in the books is not really enforceable. He has worked in various levels of government and a better approach may be to go to the regulatory body that has jurisdiction and oversight on this matter. If that agency is the Federal Aviation Administration (FAA), then Congress has oversight on the FAA. The conversation should be had with the City's congressional representative. She may be able to request a direct meeting with the regional administrator of the FAA here or even the FAA administrator from Washington DC. That direction may be more effective than having the City take action and put something in the books that is not going to be enforceable. He also recommends that residents continue to report noisy low flights Los Angeles World Airports (LAWA); they have a noise complaint process and to continue to participate in the roundtable. It is important that the city's message gets conveyed to the right people.

Commissioner Leung stated that the Commission will only be making a recommendation to the City Council to take some action. The proposed wording may not be perfect, but it is only a recommendation for the City to make some changes or update this particular section of the code. The Metroplex Project has been approved and it is going to be implemented in November. This particular issue with Monterey Park started back in the 1990s. Monterey Park hired a consultant to provide a resolution and in mid-stream the funding stopped and even the FAA stated the fact that the only way to resolve Monterey Park's issue is to redesign their airspace. The proposed amendment is a temporary relief for the residents of Monterey Park.

Commissioner Sullivan stated that the word commercial is missing, which is the nuisance. Private flights would not want to be regulated.

Commissioner Amador stated that the current code does include private planes. Commissioner Sullivan replied that that is something that has to be looked at.

Commissioner Amador inquired if this is a PR vehicle, so that the City Council can act on it and say that the City of Monterey Park introduced this. Commissioner Leung replied yes.

Commissioner Robinson stated that stands behind Chairperson Choi.

Commissioner Amador inquired if the Deputy City Attorney can clarify what was recommended to the Planning Commission.

Attorney King replied that Commissioner Leung had inquired about the vehicle to bring the item before the Commission and ultimately to the City Council. Any Planning Commissioner can bring up any issue and ask the Planning Commission if they would like to recommend something to the City Council. It would take a majority of the Planning Commission, and it would require a vote. It would require a majority of the

Planning Commission to speak on behalf of the Commission. If there was a majority that would approve this, the Commission would then direct staff to put the item on the next City Council agenda or if the Commission would like to see something more formal the Commission can direct staff to prepare a resolution and adopt it at the next Planning Commission meeting. Typically, Planning Commissioners are focused on the land use issues and that is in the purview of the Planning Commission, but that does not mean that matters of general concern cannot be brought up. It would require legislation because what is before the Commission is Chapter 9.06, which is a part of the code and in order to make the proposed changes, those would have to be adopted in an ordinance at the City Council level. The Planning Commission does have purview over Chapter 9.06.

Attorney King further clarified that the regulations in Chapter 9.06 are enforceable to a point. The City is concerned about City jurisdiction and typically local issues. The FAA has oversight on interstate commerce and interstate travel which would include commercial aircrafts that are flying at a much high altitude. This chapter seems to be concerned with lower flying aircraft and the definition of aircraft is much broader, including balloons or other conveyances, which would typically fly at a much lower level. This chapter is enforceable to a certain extent as long as it does not conflict with federal law. As Commissioner Sullivan brought up there are other issues as well. Other regulations such as water drops during fires which would be regulated more at the county level. There are different layers. Cities are usually more concerned with local smaller flying aircrafts over certain structures within the city. The FAA is concerned with much bigger aircraft flying at much higher altitudes. The drafters of the code may not have been thinking about commercial airlines. They may have been thinking about balloons that may be damaged and hurt someone on the ground.

Chairperson Choi opened the public hearing.

Speaker Tom Lu, 30-year resident of Monterey Park, stated that he is one of the residents that file daily complaints to LAX about the lower flying aircraft noise. Every 90 seconds a plane flies over his house at around 2,500 to 3,000 feet. He is disappointed to hear that some of the commissioners do not understand or know what is happening. The planes are turning earlier now because of the City's complaints. This effort might be meaningless, but it is moral support for the residents of Monterey Park

Speaker Virginia Kiehl, 18-year resident on Coral View Street, stated that this is a problem for certain people in the City, but it is a huge problem. It is affecting her land use. When the planes are passing by every minute you cannot use your yard. Anything that we can do to help the residents get out from underneath the noise, environmental health issues, and safety issues of the planes would be appreciated.

Speaker Nancy Arcuri, 1971 resident, lives on the east side of town inquired about the definition of air space.

Chairperson Choi closed the public hearing.

Action: The Planning Commission after considering the evidence presented during the public hearing **recommended** to the City Council to consider an amendment to Monterey Park Municipal Code Chapter 9.06.

Motion: Moved by Commissioner Leung and seconded by Commission Amador, motion carried by the following vote:

Ayes: Commissioners: Sullivan, Amador, and Leung
Noes: Commissioners: Choi and Robinson
Absent: Commissioners: None
Abstain: Commissioners: None

FUTURE AGENDA ITEMS AS DIRECTED BY THE COMMISSION:

None

STAFF UPDATES:

None

CLOSED SESSION:

None

ADJOURNMENT:

There being no further business for consideration, the meeting was adjourned on September 27, 2016 at 8:29 p.m. to the next regular meeting on October 11, 2016 at 7:00 p.m. in the Council Chambers.

Michael A. Huntley
Director of Community and Economic Development

Approved on at the regular Planning Commission meeting.

City Council Staff Report

DATE: August 16, 2017

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

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, CPFO, Interim Director of Management Services

SUBJECT: Warrant Register for the City of Monterey Park of **August 16, 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 **August 16, 2017 totaling $592,641.01** 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 **315525-315693** and e-Payables numbered **000715-000729.**

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 **$592,641.01.**

Respectfully submitted:

Annie Yaung, CPFO
Interim Director of Management Services

Approved By:

Ron Bow
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 16TH DAY OF AUGUST 2017 TOTALING $592,641.01 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	$	277,456.25
Retirement Fund		2,500.00
State Gas Tax Fund		1,582.60
Refuse Fund		5,104.26
City Shop Fund		17,516.67
Separation Benefits Fund		4,745.18
Payroll Clearing Account		1,116.00
Public Safety Impact Fee		16,533.00
Special Deposits Fund		2,749.61
Business Improvement Area #1		60.00
Workers Comp. Fund		12,094.00
Water Fund		31,253.57
Water Treatment Fund		204,187.27
OPA Proposition A		139.18
Measure R Fund		525.32
Library Tax Fund		853.33
Recreation Fund		5,079.91
Asset Forfeiture		1,360.63
CDBG Fund		86.27
ELAC Instructional Serv Prog		224.97
Library Bilingual Books Grant		7,472.99
TOTAL	$	592,641.01

PASSED, APPROVED AND ADOPTED THE 16TH DAY OF AUGUST 2017.

Teresa Real Sebastian, Mayor
City of Monterey Park, California

ATTEST

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

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

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Monterey Park at a regular meeting held on the 16th of August 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 08/16/2017

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
RAYMOND VALENTINE ALVAREZ	0075-450-0075-08550	10.00	REFUND CANCELED TRIP (TRUST)		315530	
						10.00
AT & T	0010-801-3112-32050	557.46	PHONE SERVICE		315531	
	0022-801-4206-32050	628.42	PHONE SERVICE		315531	
	0092-801-4222-32050	117.08	PHONE SERVICE		315531	
						1,302.96
	0010-801-3201-32050	47.08	PHONE SERVICE		315532	
						47.08
AT&T	0010-801-1301-32050	19.72	INTERNET/PHONE SERVICE		315533	
	0010-801-1404-32050	126.91	INTERNET/PHONE SERVICE		315533	
	0010-801-1408-32050	928.45	INTERNET/PHONE SERVICE		315533	
	0010-801-1801-32050	17.83	INTERNET/PHONE SERVICE		315533	
	0010-801-3112-32050	3,987.60	INTERNET/PHONE SERVICE		315533	
	0010-801-3113-32050	17.82	INTERNET/PHONE SERVICE		315533	
	0010-801-3201-32050	956.21	INTERNET/PHONE SERVICE		315533	
	0010-801-4209-32050	279.54	INTERNET/PHONE SERVICE		315533	
	0010-801-6001-32050	269.26	INTERNET/PHONE SERVICE		315533	
	0010-801-6502-32050	171.74	INTERNET/PHONE SERVICE		315533	
	0010-801-6517-32050	19.72	INTERNET/PHONE SERVICE		315533	
	0022-801-4206-32050	430.10	INTERNET/PHONE SERVICE		315533	
	0043-801-1404-32050	80.37	INTERNET/PHONE SERVICE		315533	
	0092-801-1404-32050	97.60	INTERNET/PHONE SERVICE		315533	
	0092-801-4222-32050	524.87	INTERNET/PHONE SERVICE		315533	
	0109-801-6511-32050	69.34	INTERNET/PHONE SERVICE		315533	
	0169-801-2201-32050	86.27	INTERNET/PHONE SERVICE		315533	
						8,083.35
BIGAIR FUN, LLC (DBA) BIG AIR TRAMI	0010-801-6506-31150	903.00	SUMMER CAMP FIELD TRIP		315534	
						903.00
CALIFORNIA ASSOCIATION OF	0065-464	564.00	LTD FIREFIGHTERS		315525	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						564.00
CALIFORNIA ASSOCIATION OF	0065-464	552.00	LTD FIREFIGHTERS		315535	
						552.00
CHARTER COMMUNICATIONS	0010-801-3201-32050	598.03	INTERNET/CABLE SERVICE		315536	
	0092-801-4222-32050	111.81	INTERNET/CABLE SERVICE		315536	
	0010-801-4210-38400	129.98	INTERNET/CABLE SERVICE		315536	
	0010-801-4210-38400	89.98	INTERNET/CABLE SERVICE		315536	
						929.80
MICHELLE CHEN	0010-801-6505-23910	443.60	LANGLEY LUAU EVENT-DRINKS,FOOD		315537	
						443.60
COMMUNITY DEVELOPMENT EXPERTS	0010-801-1403-39400	1,150.00	HUD IDIS TRAINING		315526	
						1,150.00
COUNTY OF LOS ANGELES	0010-801-3220-41100	120.00	FIRE PARAMEDIC RECERTIFICATION		315527	
						120.00
DIRECTV,LLC	0010-801-3230-32050	131.24	EOC SERVICES		315538	
						131.24
EXPRESS SERVICE, INC	0010-801-4202-11300	1,299.20	TEMPORARY STAFFING SERVICES		315539	
	0010-801-4202-11300	812.00	TEMPORARY STAFFING SERVICES		315539	
						2,111.20
FILEKEEPERS, LLC	0010-801-1802-31950	192.00	STORAGE SERVICE		315540	
						192.00
GREATER LOS ANGELES AREA COUNCIL #3	0075-450-0075-08420	540.00	EXPLORER COMPETITION (TRUST)		315541	
						540.00
HOME DEPOT CREDIT SERVICES	0010-801-6503-31150	98.25	GLOVE,VAC BAG,NOZZLE,BRUSH		315542	
	0010-801-6503-31150	216.41	COMPACT REFRIGERATOR		315542	
	0010-801-6505-23050	207.31	BLADE,TOOLBOX,SANDPAPER,WIPE		315542	
	0010-801-6505-23050	214.82	VACUUM,JOINT COMPOUND,PUTTY		315542	
						736.79

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MARY JESSIE IZUO	0075-450-0075-08550	10.00	REFUND CANCELED TRIP (TRUST)		315543	
						10.00
VICTOR IZUO	0075-450-0075-08550	10.00	REFUND CANCELED TRIP (TRUST)		315544	
						10.00
RICHARD KAGEYAMA	0075-450-0075-08550	10.00	REFUND CANCELED TRIP (TRUST)		315545	
						10.00
MARILYNN HARA (DBA) MARILYNN'S	0010-801-1801-21350	980.94	WELCOME TO THE TEAM ENVELOPS		315546	
						980.94
MONTEREY PARK PETTY CASH	0092-801-4220-39400	35.00	PETTY CASH-TRAINING		315547	
	0092-801-4220-39400	40.00	PETTY CASH-TRAINING		315547	
	0092-801-4220-39400	40.00	PETTY CASH-TRAINING		315547	
	0092-801-4220-39400	40.00	PETTY CASH-TRAINING		315547	
	0092-801-4220-39400	40.00	PETTY CASH-TRAINING		315547	
	0010-801-1403-32200	6.69	PETTY CASH-MILEAGE		315547	
	0010-801-4212-33100	35.80	PETTY CASH-MILEAGES		315547	
	0010-801-3205-32200	65.85	PETTY CASH-POSTAGE		315547	
	0010-801-3120-22750	59.15	PETTY CASH-PIZZA,CUP,PLATE		315547	
	0010-801-3120-22750	49.24	PETTY CASH-FRUIT		315547	
	0092-801-4220-39400	35.00	PETTY CASH-TRAINING		315547	
	0010-801-4212-33100	16.47	PETTY CASH-MILEAGE		315547	
	0010-801-5002-88450	97.11	PETTY CASH-MOVIE NIGHT POPCORN		315547	
	0092-801-4223-22750	47.00	PETTY CASH-MAIN BREAK MEALS		315547	
	0010-801-4209-21350	7.64	PETTY CASH-BINDING COMB		315547	
	0010-801-3120-22670	49.20	PETTY CASH-NNO HOT DOG BUNS		315547	
	0010-801-3120-22670	79.75	PETTY CASH-NNO ICE		315547	
	0010-801-3120-22670	77.94	PETTY CASH-NNO CHIPS		315547	
	0010-801-4210-23050	14.18	PETTY CASH-BATTERIES		315547	
	0075-450-0075-08420	59.76	PETTY CASH-CLEANER (TRUST)		315547	
	0010-801-1403-32200	6.59	PETTY CASH-POSTAGE		315547	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 08/16/2017

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MONTEREY PARK PETTY CASH	0010-801-3120-22750	66.00	PETTY CASH-NNO FOOD		315547	
						968.37
ORLANDO MURO	0010-801-5002-88450	328.54	MOVIE NIGHT-CUP,NAPKIN,HOT DOG		315548	
						328.54
PACIFIC TELEMANAGEMENT SERVICES	0010-801-6502-32050	153.00	PHONE SERVICE		315549	
						153.00
PAMELA A MILLER (DBA) MILLER MANAGE	0010-801-1301-39400	1,375.00	MASTER MUNICIPAL CLERK ACADEMY		315528	
						1,375.00
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-32200	2.74	POSTAGE		315550	
	0010-801-1403-32200	89.90	POSTAGE		315550	
	0010-801-1406-32200	104.84	POSTAGE		315550	
	0010-801-1701-32200	100.50	POSTAGE		315550	
	0010-801-1702-32200	44.32	POSTAGE		315550	
	0010-801-1703-32200	1.40	POSTAGE		315550	
	0010-801-1704-32200	314.18	POSTAGE		315550	
	0010-801-1801-32200	11.71	POSTAGE		315550	
	0010-801-1802-32200	33.68	POSTAGE		315550	
	0010-801-3101-32200	3.22	POSTAGE		315550	
	0010-801-3102-32200	49.04	POSTAGE		315550	
	0010-801-3104-32200	9.06	POSTAGE		315550	
	0010-801-3113-32200	3.50	POSTAGE		315550	
	0010-801-3114-32200	64.70	POSTAGE		315550	
	0010-801-3120-32200	0.92	POSTAGE		315550	
	0010-801-3205-32200	52.06	POSTAGE		315550	
	0010-801-3220-32200	4.33	POSTAGE		315550	
	0010-801-6001-32200	75.78	POSTAGE		315550	
	0010-801-6502-32200	1.59	POSTAGE		315550	
	0043-801-4212-32200	12.68	POSTAGE		315550	
	0075-450-0075-09230	59.85	POSTAGE		315550	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0092-801-4220-32200	23.63	POSTAGE		315550	
	0092-801-4221-32200	1.82	POSTAGE		315550	
						1,065.45
RAQUEL RICHARDS	0010-801-1801-39550	16.29	PETTY CASH-ORAL BOARD REFRSHMT		315551	
	0010-801-1801-39550	33.55	PETTY CASH-ORAL BOARD REFRSHMT		315551	
	0010-801-1801-22670	10.93	PETTY CASH-TICKET ROLL		315551	
	0010-801-1801-22670	69.98	PETTY CASH-EE DAY REFRESHMENTS		315551	
	0010-801-1801-39550	12.50	PETTY CASH-ORAL BOARD REFRSHMT		315551	
	0010-801-1802-39400	96.00	PETTY CASH-TRAINING REFRESHMNT		315551	
	0010-801-1801-39550	23.37	PETTY CASH-ORAL BOARD REFRSHMT		315551	
	0010-801-1801-39550	12.75	PETTY CASH-ORAL BOARD REFRSHMT		315551	
	0010-801-1801-22670	60.60	PETTY CASH-WATER, NAPKIN		315551	
						335.97
SERGIO BALANDRAN (DBA) THE SAUCE CF	0010-801-5002-88450	1,161.45	SUMMER CONCERT BANNER		315552	
						1,161.45
JAY SIMPER	0010-801-5002-88450	1,560.00	SUMMER CONCERT PERFORMER		315553	
						1,560.00
SKATE EXPRESS, INC.	0159-801-6506-31150	682.91	DAY CARE-SUMMER EXCURSION		315554	
						682.91
STATE BOARD OF EQUALIZATION	0010-431	521.84	USE TAX		315529	
	0010-701-0010-08100	0.84-	USE TAX-ROUNDING		315529	
						521.00
T-MOBILE USA	0109-801-5004-91745	69.84	DIAL-A-RIDE CELLULAR SERVICES		315555	
						69.84
MILDRED LYNN TONG	0075-450-0075-08550	30.00	REFUND CANCELED TRIP (TRUST)		315556	
						30.00
VERIZON WIRELESS	0010-801-3112-32050	1,502.07	WIRELESS VOICE & DATA SERVICE		315557	
						1,502.07

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 08/16/2017

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
JUDY ANN WONG	0075-450-0075-08550	20.00	REFUND CANCELED TRIP (TRUST)		315558	
						20.00
	TOTAL FOR PREPAID WARRANTS					**28,601.56**
	PRINTED	28,601.56				
	E-PAYABLE	0.00				

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
A.J. FISTES CORPORATION	0010-801-4210-38100	850.00	LIBRARY COLUMNS PAINTING		315559	
						850.00
AAA ELECTRICAL SUPPLY, INC.	0010-801-4210-23400	284.05	SHOP LIGHTS		315560	
	0010-801-4210-23400	197.48	OCCUPANCY SENSOR		315560	
						481.53
ACCUSOX (DBA) WEST COAST AMMUNITIOI	0010-801-3103-22620	564.75	BEAN BAG MUNITIONS		315561	
						564.75
ADLERHORST INTERNATIONAL INC.	0010-801-3103-22800	175.00	POLICE TRAINING		716 *	
						175.00
ADMINSURE INC.	0080-801-8301-20000	6,047.00	WORKERS COMP CLAIM ADMIN		315562	
	0080-801-8301-20000	6,047.00	WORKERS COMP CLAIM ADMIN		315562	
						12,094.00
AIRGAS	0092-801-4222-23700	675.32	OXYGEN,NITROGEN		717 *	
						675.32
ALLSTAR FIRE EQUIPMENT INC.	0010-801-3210-22300	1,063.35	HELMETS & RATCHET	18-0019	315563	
						1,063.35
AMERICAN DYNAMIC SERVICES, INC.	0010-801-3230-22750	89.97	FIRE/SECURITY ALARM MONITORING		315564	
	0010-801-3230-22750	105.00	FIRE/SECURITY ALARM MONITORING		315564	
						194.97
AMTECH ELEVATOR SERVICES	0092-801-4210-38400	518.97	ELEVATOR MAINTENANCE		315565	
						518.97
ARAMARK UNIFORM & CAREER APPAREL, I	0010-801-3210-39050	21.93	FIRE UNIFORM SERVICES		315566	
	0010-801-3210-39050	6.89	FIRE UNIFORM SERVICES		315566	
	0010-801-3210-39050	6.89	FIRE UNIFORM SERVICES		315566	
	0010-801-3210-39050	37.29	FIRE UNIFORM SERVICES		315566	
	0010-801-3210-39050	15.04	FIRE UNIFORM SERVICES		315566	
	0010-801-3210-39050	16.61	FIRE UNIFORM SERVICES		315566	
	0010-801-3210-39050	20.68	FIRE UNIFORM SERVICES		315566	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ARAMARK UNIFORM & CAREER APPAREL, I	0010-801-3210-39050	6.89	FIRE UNIFORM SERVICES		315566	
						132.22
ARMAG CORPORATION	0010-801-3103-22750	2,499.00	EXPLOSIVE ORDINANCE STORAGE		315567	
	0010-801-3103-22750	194.07	EXPLOSIVE STORAGE-USE TAX		315567	
	0010-431	194.07-	EXPLOSIVE STORAGE-USE TAX		315567	
						2,499.00
ASSOCIATED TRANSPORTATION SYSTEMS,	0010-801-3103-22750	240.00	POLICE-TRANSPORT EOD ROBOT 6		315568	
						240.00
ASTRO PLUMBING SUPPLY CO (DBA)	0010-801-4210-23300	247.96	BREAKER,CLOSET REPAIR KIT		718 *	
						247.96
AUTOZONE WEST, INC	0060-801-4211-23500	77.83	ENGINE MOUNT-UNIT 049		719 *	
	0060-801-4211-23500	77.83	TRANSMISSION MOUNT-UNIT 049		719 *	
						155.66
BAKER & TAYLOR INC	0530-801-6006-40000	1,343.84	BOOK(S) 139		315569	
	0530-801-6006-40000	80.88	BOOK(S) 14		315569	
	0530-801-6006-40000	189.67	BOOK(S) 21		315569	
	0530-801-6006-40000	50.78	BOOK(S) 8		315569	
	0530-801-6006-40000	794.84	BOOK(S) 91		315569	
						2,460.01
ROBERT BARRERA	0010-801-3102-22310	300.00	VEST REIMBURSEMENT		315570	
						300.00
BO MURAKAMI	0075-450-0075-08630	300.00	REFUND FACILITY DEPOSIT(TRUST)		315571	
						300.00
BRAVO BUSINESS RESOURCES	0077-801-1111-31950	60.00	TRANSLATION SERVICES		315572	
						60.00
CALIFORNIA POLICE CHIEFS ASSOCIATI(	0010-801-3101-39300	1,764.00	POLICE MEMBERSHIP		315573	
						1,764.00
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	77.62	WATER SERVICE		315574	

* Indicates an E-Payable transaction

CITY OF MONTEREY PARK
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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	14.03	WATER SERVICE		315574	
	0092-801-4222-36300	314.78	WATER SERVICE		315574	
	0092-801-4222-36300	14.03	WATER SERVICE		315574	
						420.46
CALOX, INC	0010-801-3220-24200	29.75	CYLINDER OXYGEN		315575	
	0010-801-3220-24200	21.25	CYLINDER OXYGEN		315575	
	0010-801-3220-24200	8.50	CYLINDER OXYGEN		315575	
						59.50
CANON FINANCIAL SERVICES, INC.	0010-801-4209-37500	763.07	COPIER MACHINE RENTAL		315576	
	0010-801-4209-37500	306.01	COPIER MACHINE RENTAL		315576	
	0010-801-3210-37500	1,973.00	COPIER MACHINE RENTAL		315576	
	0010-801-1301-37500	1,448.54	COPIER MACHINE RENTAL		315576	
	0092-801-4223-37500	86.85	COPIER MACHINE RENTAL		315576	
						4,577.47
CHINA SPROUT, INC.	0530-801-6006-40000	1,274.92	BOOK(S) 74		315577	
						1,274.92
CITATION MANAGEMENT (DBA)	0010-701-0010-03630	7,307.79	PARKING CITATIONS SERVICE		315578	
						7,307.79
CITY OF GLENDALE FIRE DEPT.	0010-801-3210-32180	48,995.00	FIRE-VERDUGO DISPATCH SVCS.	18-0014	315579	
	0071-801-3210-32180	16,533.00	FIRE-VERDUGO DISPATCH SVCS.	18-0014	315579	
	0010-801-3220-32180	73,765.00	FIRE-VERDUGO DISPATCH SVCS.	18-0014	315579	
						139,293.00
CLEVERBRIDGE, INC	0010-801-1404-24150	37.60	SOFTWARE RENEWAL		315580	
						37.60
STEVEN CODAY	0160-801-3101-39400	511.60	POLICE TRAINING		315581	
						511.60
COMMERCIAL DOOR OF LOS ANGELES	0092-801-4210-38100	198.38	FIRE STATION DOOR REPAIR		315582	
						198.38

CITY OF MONTEREY PARK
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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
COUNTY OF LOS ANGELES	0010-701-0010-08100	2,564.47	LAFCO ANNUAL SHARED EXPENSES		315583	
						2,564.47
CSU FULLERTON AUXILIARY SERVICES CC	0010-801-3103-22750	275.00	CAREER EXPO		315584	
						275.00
PAUL CUBAK	0061-220	4,745.18	ADVANCE DISABILITY PENSION		315585	
						4,745.18
CURRENT SOFTWARE INC	0060-801-4211-24150	500.00	FLEET-SOFTWARE SUPPORT		315586	
						500.00
DAMEWOOD CONSULTING GROUP	0010-801-1802-39400	500.00	EMPLOYEE SAFETY TRAINING		315587	
						500.00
DELL MARKETING LP	0060-801-4211-24150	2,049.81	COMPUTER & MONITOR	18-0039	315588	
						2,049.81
DEPARTMENT OF JUSTICE	0010-801-1801-39550	98.00	FINGERPRINT PROCESSING		315589	
	0010-701-0010-03710	594.00	FINGERPRINT PROCESSING		315589	
						692.00
DIGITAL EMS SOLUTIONS INC.	0010-801-3220-31950	10,500.00	EMS ELECTRONIC PATIENT CARE	18-0044	315590	
						10,500.00
E H WACHS COMPANY	0092-801-4223-23700	811.02	WATER PROGRAMMED COUNTER		315591	
						811.02
EMERGENCY REPORTING	0010-801-3210-24150	7,440.00	FIRE RECORDS SYSTEM	18-0016	315592	
	0010-801-3210-24150	4.00	FIRE RECORDS SYSTEM		315592	
						7,444.00
EMERGENCY RESPONSE CRIME SCENE CLEA	0010-801-3103-38400	450.00	BIOLOGICAL CLEANING		315593	
						450.00
EMPIRE CLEANING SUPPLY	0010-801-6001-22150	602.58	CLEANER,TOILET TISSUE,GLOVES		720 *	
						602.58
ESRI INC	0010-801-3210-24150	1,278.63	SOFTWARE MAINTENANCE		315594	
						1,278.63

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
EUROFINS EATON ANALYTICAL, INC.	0093-801-4230-31950	2,355.00	WATER ANALYSIS		315595	
						2,355.00
EZEQUIEL LOPEZ VELASCO (DBA) EFFICI	0010-801-3113-38250	2,326.88	JAIL JANITORIAL SERVICES		315596	
						2,326.88
BRUCE FALLON	0060-801-4211-39400	114.00	FLEET-RECERTIFICATION		315597	
						114.00
SIMON FARAHDEL	0010-701-0010-06330	2.60	REFUND FIRE PLAN CHECK FEE		315598	
						2.60
FEDERAL EXPRESS CORP.	0010-801-5002-96089	24.42	DELIVERY SERVICES		315599	
	0010-801-3103-22750	124.67	DELIVERY SERVICES		315599	
	0010-801-3103-22750	17.71	DELIVERY SERVICES		315599	
						166.80
FEDEX OFFICE PRINTS & SHIP SERVICES	0092-850-1403-39250	3,332.89	PRINTING/BINDING ADOPTED BUDGE		315600	
	0092-850-1403-39250	355.24-	PRINTING/BINDING-CREDIT		315600	
						2,977.65
FORENSIC NURSE RESPONSE TEAM (DBA)	0010-801-3104-39100	2,440.00	INVESTIGATION SERVICE		315601	
						2,440.00
GALL'S, INC. (DBA) GALLS/QUARTERMAS	0010-801-3210-22320	38.09	UNIFORMS-B DINH	18-0060	315602	
	0010-801-3210-22310	10.87	UNIFORMS-J CARTER	18-0061	315602	
	0010-801-3210-22310	21.79	UNIFORMS-J CARTER	18-0061	315602	
	0010-801-3210-22310	19.61	UNIFORMS-J CARTER	18-0061	315602	
	0010-801-3210-22310	85.94	UNIFORMS-R DEROSA	18-0061	315602	
	0010-801-3210-22310	30.43	UNIFORMS-R DEROSA	18-0061	315602	
	0010-801-3210-22310	442.14	UNIFORMS-D GOETZ	18-0061	315602	
	0010-801-3210-22310	64.19	UNIFORMS-D GOETZ	18-0061	315602	
	0010-801-3210-22310	27.21	UNIFORMS-M HALLOCK	18-0061	315602	
	0010-801-3210-22310	382.16	UNIFORMS-N LAKIN	18-0061	315602	
	0010-801-3210-22310	28.30	UNIFORMS-N LAKIN	18-0061	315602	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
GALL'S, INC. (DBA) GALLS/QUARTERMAS	0010-801-3210-22310	23.94	UNIFORMS-D MARQUARDT	18-0061	315602	
	0010-801-3210-22310	14.15	UNIFORMS-M OLIVAS	18-0061	315602	
	0010-801-3210-22310	122.26	UNIFORMS-M OLIVAS	18-0061	315602	
	0010-801-3210-22310	64.19	UNIFORMS-F PADILLA	18-0061	315602	
	0010-801-3210-22310	397.25	UNIFORMS-M SILVESTRO	18-0061	315602	
	0010-801-3210-22310	113.57	UNIFORMS-T STARK	18-0061	315602	
	0010-801-3210-22310	231.39	UNIFORMS-T STARK	18-0061	315602	
	0010-801-3210-22310	72.87	UNIFORMS-K TEMPLE	18-0061	315602	
	0010-801-3210-22310	140.40	UNIFORMS-K TMEPLE	18-0061	315602	
	0010-801-3210-22310	59.81	UNIFORMS-K TEMPLE	18-0061	315602	
	0010-801-3210-22310	120.12	UNIFORMS-K TEMPLE	18-0061	315602	
	0010-801-3210-22310	190.38	UNIFORMS-R WEISSE	18-0061	315602	
	0010-801-3210-22310	328.58	UNIFORMS-R WEISSE	18-0061	315602	
						3,029.64
GALLADE CHEMICAL, INC.	0092-801-4222-23300	1,124.18	WATER CHEMICALS		721 *	
						1,124.18
GARFIELD MEDICAL CENTER	0010-801-3113-22600	24.00	PHYSICAL		315603	
	0010-801-3113-22600	24.00	PHYSICAL		315603	
	0010-801-3113-22600	24.00	PHYSICAL		315603	
						72.00
GOVCONNECTION INC.	0010-801-1704-24150	96.09	KEYBOARD, TRACKBALL		315604	
	0010-801-3104-31950	627.64	BD-R WHITE THERMAL PRINTABLE		315604	
	0075-450-0075-08320	150.00	PRINTER WARRANTY (TRUST)		315604	
						873.73
GRAINGER	0010-801-4210-23700	479.79	WIRELESS DOORBELL BUTTON ALERT		315605	
						479.79
GRAND PRIX TIRE & AUTO CENTER	0060-801-4211-23500	258.92	TIRE-UNIT 929		315606	
						258.92

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
GREY WALL SOFTWARE LLC (DBA) VEOCI.	0010-801-3230-24150	8,326.00	EMERGENCY MANAGEMENT SOFTWARE	18-0023	315607	
						8,326.00
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	163.93	ALTERNATOR		315608	
	0060-801-4211-23500	127.98	ROTOR		315608	
	0060-801-4211-23500	80.68-	ALTERNATOR, SENSOR-CREDIT		315608	
						211.23
SHADIA HAMIDEH	0075-450-0075-08630	300.00	REFUND FACILITY DEPOSIT(TRUST)		315609	
						300.00
HANSON AGGREGATES	0110-801-4202-23600	525.32	ASPHALT		722 *	
						525.32
HAROLD'S KEY SHOP, INC.	0010-801-3103-38400	10.88	KEY/LOCK SERVICES		315610	
						10.88
HEALTHFIRST MEDICAL GROUP	0010-801-1801-31900	412.00	PRE-EMPLOYMENT PHYSICALS		315611	
						412.00
HOME DEPOT CREDIT SERVICES	0010-801-3210-38400	67.44	SANDPAPER,STRIPPING PAD,SANDER		315612	
	0010-801-4210-23400	129.12	LIGHTS		315612	
	0010-801-4210-23050	243.21	BRUSH,VACUUM,GLOVE,LUMBER		315612	
						439.77
IDENTIFIX, INC	0060-801-4211-31950	1,428.00	ONLINE VEHICLE TROUBLESHOOTING		315613	
						1,428.00
JAIME YAMASHITA (DBA) FIVE POINT DE	0010-801-5004-96087	2,400.00	DEMONSTRATION GARDEN SERVICES		315614	
						2,400.00
JHM SUPPLY INC	0092-801-5004-91922	1,751.80	GARVEY MEDIANS-PIPES,NOZZLES		315615	
						1,751.80
KELLEY BLUE BOOK	0010-801-3114-39350	76.30	OLDER CAR GUIDE RENEWAL		315616	
						76.30
KEYSTONE UNIFORM CENTERS	0010-801-3102-22300	118.52	UNIFORMS PATCHES		315617	
						118.52

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KNIGHT COMMUNICATIONS INC	0010-801-1301-38400	497.17	SYSTEM MANAGEMENT SERVICE		315618	
	0010-801-1404-38400	464.96	SYSTEM MANAGEMENT SERVICE		315618	
	0043-801-1404-38400	548.29	SYSTEM MANAGEMENT SERVICE		315618	
	0092-801-1404-38400	714.97	SYSTEM MANAGEMENT SERVICE		315618	
	0010-801-1701-38400	376.67	SYSTEM MANAGEMENT SERVICE		315618	
	0010-801-1702-38400	376.67	SYSTEM MANAGEMENT SERVICE		315618	
	0010-801-1703-38400	376.67	SYSTEM MANAGEMENT SERVICE		315618	
	0010-801-1801-38400	733.75	SYSTEM MANAGEMENT SERVICE		315618	
	0010-801-3115-38400	1,282.50	SYSTEM MANAGEMENT SERVICE		315618	
	0010-801-3201-38400	897.50	SYSTEM MANAGEMENT SERVICE		315618	
	0022-801-4202-38400	524.08	SYSTEM MANAGEMENT SERVICE		315618	
	0092-801-4210-38400	386.75	SYSTEM MANAGEMENT SERVICE		315618	
	0060-801-4211-38400	1,716.66	SYSTEM MANAGEMENT SERVICE		315618	
	0043-801-4212-38400	552.92	SYSTEM MANAGEMENT SERVICE		315618	
	0092-801-4220-38400	1,628.33	SYSTEM MANAGEMENT SERVICE		315618	
	0131-801-6001-38400	853.33	SYSTEM MANAGEMENT SERVICE		315618	
	0010-801-6502-38400	1,110.83	SYSTEM MANAGEMENT SERVICE		315618	
						13,042.05
KNOWLES-MCNIFF	0010-801-1404-31700	783.00	FINANCE SOFTWARE MAINTENANCE		315619	
	0043-801-1404-31700	3,850.00	FINANCE SOFTWARE MAINTENANCE		315619	
	0092-801-1404-31700	3,908.00	FINANCE SOFTWARE MAINTENANCE		315619	
	0010-801-3115-31700	599.00	FINANCE SOFTWARE MAINTENANCE		315619	
	0010-801-3220-31700	209.00	FINANCE SOFTWARE MAINTENANCE		315619	
	0092-801-4221-31700	989.00	FINANCE SOFTWARE MAINTENANCE		315619	
	0093-801-4226-31700	212.00	FINANCE SOFTWARE MAINTENANCE		315619	
	0093-801-4227-31700	259.00	FINANCE SOFTWARE MAINTENANCE		315619	
	0093-801-4228-31700	212.00	FINANCE SOFTWARE MAINTENANCE		315619	
	0093-801-4229-31700	199.00	FINANCE SOFTWARE MAINTENANCE		315619	
	0093-801-4231-31700	265.00	FINANCE SOFTWARE MAINTENANCE		315619	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KNOWLES-MCNIFF	0093-801-4232-31700	212.00	FINANCE SOFTWARE MAINTENANCE		315619	
	0010-801-6001-31700	803.00	FINANCE SOFTWARE MAINTENANCE		315619	
						12,500.00
KRONOS INCORPORATED	0010-801-3210-24150	4,332.75	FIRE-TELESTAFF SOFTWARE	18-0022	723 *	
						4,332.75
L N CURTIS & SONS	0010-801-3210-22300	262.86	WILDLAND GLOVES		315620	
	0010-801-3210-22300	523.30	WILDLAND GLOVES		315620	
						786.16
LA OPINION	0010-801-6002-40000	396.94	SUBSCRIPTION		315621	
						396.94
LANGUAGE LINE SERVICES	0010-801-3112-32050	19.74	INTERPRETATION SERVICES		315622	
						19.74
CINDY LAU	0159-701-0159-07010	50.00	REFUND RECREATION CLASS		315623	
						50.00
LAWN MOWER CORNER/KNG POWER EQUIPME	0092-801-4222-23700	48.89	GATORLINE,END PIPE,CURVE PIPE		315624	
						48.89
LIFE-ASSIST INC	0010-801-3220-24200	1,567.96	GLOVES,CARRY CASE,TEST STRIPS	18-0054	315625	
	0010-801-3220-22350	234.20	ONDANSETRON, SODIUM CHLORIDE	18-0054	315625	
	0010-801-3220-24200	1,627.65	CO2 DETECTOR,SPONGES,COLD PACK	18-0054	315625	
	0010-801-3220-22350	411.10	SALINE SYRINGES,NALOXONE	18-0054	315625	
	0010-801-3220-24200	570.04-	BLUE SENSOR,GLOVE-CREDIT	18-0054	315625	
	0010-801-3220-22350	188.60	ATROPINE	18-0054	315625	
	0010-801-3220-22350	36.40	SODIUM CHLORIDE	18-0054	315625	
						3,495.87
LIVE OAK MEDIA	0530-801-6006-40000	746.19	BOOK(S) 33		315626	
						746.19
LOGAN SUPPLY CO., INC.	0092-801-4223-23300	649.60	TRENCH SHOVELS,MARKING CHALK		315627	
						649.60

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LONG BEACH BMW MOTORCYCLES (DBA)	0060-801-4211-38400	72.17	REPAIR UNIT 047		724 *	
	0060-801-4211-38400	313.14	REPAIR UNIT 112		724 *	
						385.31
LOS ANGELES COUNTY FIRE DEPT.	0060-801-3210-38400	788.48	TRUCK REPAIR-UNIT 950	18-0037	315628	
	0060-801-3210-38400	422.56	TRUCK REPAIR-UNIT 856	18-0037	315628	
						1,211.04
LOS ANGELES COUNTY SHERIFF'S	0160-801-3103-31950	493.07	HELICOPTER SERVICES		315629	
	0160-801-3103-31950	128.19	HELICOPTER SERVICES		315629	
						621.26
LOS ANGELES TIMES	0010-801-3113-39350	63.41	SUBSCRIPTION		315630	
						63.41
MAK FIRE PROTECTION ENGINEERING & (	0010-701-0010-06330	170.00	FIRE PLAN CHECK	18-0036	315631	
						170.00
MARUSON TECHNOLOGY CORP.	0092-801-4222-23400	2,219.65	TACOMA UPS SYSTEM		315632	
						2,219.65
MAXX AIR INC.	0060-801-4211-31950	812.63	REPAIR UNIT 018		315633	
						812.63
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23400	83.42	STEEL SLOTTED SPRING		315634	
	0092-801-4222-23400	337.32	VALVE,TUBING,PRESSURE REGULATR		315634	
	0092-801-4222-23400	103.78	BRASS NIPPLES,BRASS PIPES		315634	
	0093-801-4229-23300	173.42	SIGHT FLOW INDICATOR		315634	
	0093-801-4229-23300	299.85	BRASS VALVE,PIPE FITTING		315634	
	0092-801-4222-23700	99.80	STRUT WALL MOUNT,CLAMP		315634	
	0092-801-4222-23700	132.92	JOINING DISSIMILAR		315634	
	0092-801-4222-23700	70.99	BRASS NIPPLES, BRASS PIPE		315634	
	0092-801-4222-23700	151.43	MIDGET FUSE		315634	
	0092-801-4222-23700	109.33	PAPER TOWELS		315634	
						1,562.26

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MCNEILL SECURITY AND FIRE SYSTEMS (	0092-801-4222-31950	1,031.69	ALARM SERVICES		315635	
	0092-801-4222-31950	644.81	ALARM SERVICES		315635	
						1,676.50
ALEX J. MENA	0010-801-3103-22310	498.92	UNIFORM REIMBURSEMENT		315636	
						498.92
MIDWEST TAPE	0010-801-6002-40000	18.47	DVD/CD(S) 1		315637	
	0010-801-6002-40000	16.30	DVD/CD(S) 1		315637	
						34.77
MISSION SUPER HARDWARE	0010-801-3210-22750	52.40	EDGER BLADE,LINE TRIMER,PRUNER		315638	
	0010-801-3210-22750	65.43	SAND PAPER,VELCRO TAPE,BRUSH		315638	
	0092-801-4222-23700	59.52	PAINT,SPRAY PAINT		315638	
						177.35
LYNETTE MITACEK	0159-701-0159-07010	73.00	REFUND RECREATION CLASS		315639	
						73.00
MR. ROOTER PLUMBING (DBA)	0092-801-4210-38100	1,535.55	PLUMBING SERVICES		315640	
	0092-801-4210-38100	453.63	PLUMBING SERVICES		315640	
						1,989.18
MUSIC GEM	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		315641	
						190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		315642	
						190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		315643	
						190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		315644	
						190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		315645	
						190.00
MARGARET NALBANDIAN	0159-801-6507-31910	672.00	INSTRUCTOR-RECREATION CLASS		315646	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						672.00
NAVARRO'S TOWING	0060-801-4211-38400	45.00	TOWING SERVICES-UNIT 082		315647	
	0060-801-4211-38400	75.00	TOWING SERVICES-UNIT 990		315647	
						120.00
NEC CORPORATION OF AMERICA	0010-801-3230-32050	126.25	PHONE SYSTEM SERVICES		315648	
	0010-801-3112-38400	1,952.91	PHONE SYSTEM SERVICES		315648	
						2,079.16
NET TRANSCRIPTS INC.	0010-801-3101-22750	75.62	POLICE TRANSCRIPTION SERVICES		315649	
						75.62
NEW CENTURY BMW MOTORCYCLES	0060-801-4211-23500	881.24	PLASTIC CLEANER,WINDSHIELD		315650	
	0060-801-4211-23500	469.19-	WINDSHIELD-CREDIT		315650	
						412.05
O'REILLY AUTO PARTS	0060-801-4211-23500	93.33	HEATER HOSE- UNIT 049		315651	
	0060-801-3210-38400	81.16	COOLANT-FIRE ENGINES		315651	
						174.49
OFFICE DEPOT INC.	0010-801-1704-21350	9.07	PAPER		315652	
	0010-801-3114-21350	54.18	MANILA END TAB OUT		315652	
	0010-801-3114-21350	56.76	NOTES JACKET		315652	
	0010-801-3114-21350	363.02	ENVELOPE,BINDER,PAPER,MARKER		315652	
	0010-801-3114-21350	529.81	NOTES,PAPER FASTENER,PEN		315652	
	0010-801-3114-21350	217.90	FOLDER		315652	
	0010-801-3114-21350	6.13	PAPER		315652	
	0010-801-3114-21350	38.08	PAPER,GLUE STICK,LABEL		315652	
	0010-801-3114-21350	12.56	FASTENER		315652	
	0010-801-3201-21350	98.19	MAGAZINE HOLDER		315652	
	0010-801-3210-21350	203.25	HDMI CABLE		315652	
	0010-801-3210-21350	203.25-	HDMI CABLE-CREDIT		315652	
	0010-801-6517-21350	405.84	PRINTER INK		315652	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0010-801-6001-21350	81.92	PAPER,REPORT COVERS,CLIP		315652	
	0010-801-6001-21350	17.80	PAPER		315652	
	0010-801-6001-21350	71.30	PAPER,ENVELOPE		315652	
						1,962.56
OFFICE SOLUTIONS	0010-801-1406-21250	30.00	PEN,GRIPPER	18-0071	725 *	
						30.00
ISMAEL PEREZ	0159-801-6507-31910	3,602.00	INSTRUCTOR-RECREATION CLASS		315653	
						3,602.00
CYNTHIA PHAM	0010-701-0010-03630	53.00	REFUND PARKING CITATION		315654	
						53.00
PREFERRED ALLIANCE INC	0010-801-1801-31900	77.16	DRIVER TESTING		315655	
						77.16
PRINTLINK INC.,	0010-801-3104-39250	499.00	POLICE-PROPERTY RECEIPT		315656	
						499.00
PROSOURCE FACILITY SUPPLY	0010-801-1407-38250	375.82	MULTIFOLD TOWELS		315657	
						375.82
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22300	49.58	UNIFORMS		726 *	
	0060-801-4211-22300	25.00	UNIFORMS		726 *	
	0060-801-4211-22300	37.30	UNIFORMS		726 *	
	0060-801-4211-22150	25.17	SHOP RAGS		726 *	
	0010-801-3210-22150	14.63	SHOP RAGS		726 *	
	0060-801-4211-22150	25.17	SHOP RAGS		726 *	
	0010-801-3210-22150	14.63	SHOP RAGS		726 *	
	0060-801-4211-22150	25.17	SHOP RAGS		726 *	
	0010-801-3210-22150	14.63	SHOP RAGS		726 *	
						231.28
R. M. BODY SHOP	0060-801-4211-38400	610.50	REPAIR-UNIT 074		315658	
	0060-801-4211-38400	1,821.00	REPAIR-UNIT 042		315658	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,431.50
RAYVERN LIGHTING SUPPLY CO.	0010-801-4210-23400	2,434.78	LAMPS		315659	
						2,434.78
RCF BUILDING MATERIALS	0060-801-4211-22250	55.28	PROPANE		315660	
						55.28
S & J SUPPLY CO.	0092-801-4223-23350	2,257.65	FLEX COUPLINGS,FLEX SPOOLS,BAI	18-0035	315661	
						2,257.65
DANNY SALAZAR	0010-801-3103-22310	30.54	UNIFORM REIMBURSEMENT		315662	
						30.54
SAN ANDELL SWIMMING POOLS	0092-801-4222-23700	139.83	LIQUID CHLORINE		315663	
						139.83
SAN GABRIEL VALLEY MUNICIPAL WATER	0093-801-4226-42200	200,000.00	DEBT SERVICE PAYMENT-NO. 8		315664	
						200,000.00
SAN LUIS BUTANE DISTRIBUTORS, INC	0060-801-4211-22250	66.28	PROPANE		315665	
	0060-801-4211-22250	33.29	PROPANE		315665	
	0060-801-4211-22250	9.97	PROPANE		315665	
	0060-801-4211-22250	66.56	PROPANE		315665	
	0060-801-4211-22250	9.61	PROPANE		315665	
	0060-801-4211-22250	39.57	PROPANE		315665	
	0060-801-4211-22250	61.31	PROPANE		315665	
	0060-801-4211-22250	60.17	PROPANE		315665	
	0060-801-4211-22250	52.02	PROPANE		315665	
	0060-801-4211-22250	61.65	PROPANE		315665	
	0060-801-4211-22250	59.71	PROPANE		315665	
						520.14
TERESA REAL SEBASTIAN	0010-801-1101-11100	80.00	MAYOR'S EXPENSES		315666	
	0092-801-1101-11100	60.00	MAYOR'S EXPENSES		315666	
	0043-801-1101-11100	60.00	MAYOR'S EXPENSES		315666	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						200.00
HEEJOON SHIN	0010-701-0010-06850	220.02	REFUND INDUSTRIAL WASTE PERMIT		315667	
						220.02
SHRED-IT US JV LLC	0010-801-3114-38400	328.41	DESTRUCTION SERVICES		315668	
						328.41
SMARDAN SUPPLY COMPANY	0010-801-4210-23300	786.60	CARTRIDGES		315669	
						786.60
SMART & FINAL #321	0010-801-3210-22750	154.48	CLEANER		315670	
	0010-801-3210-22750	37.00	WATER		315670	
						191.48
SNAP-ON INDUSTRIAL, A DIVISION OF I	0060-801-4211-38400	112.40	FAST FIT COVERT		727 *	
						112.40
SONSRAY MACHINERY LLC	0060-801-4211-23500	601.65	SEALING STRIP,TUBE,PAD-UNIT099		315671	
						601.65
SOURCE GRAPHICS, INC	0010-801-3230-39250	684.14	PRINTER INK,POLYPROPYLENE		315672	
						684.14
SOUTHERN CALIFORNIA MATERIAL HANDLI	0092-801-4223-23900	2,480.12	FOLK LIFT REPAIR		315673	
						2,480.12
STAPLES BUSINESS ADVANTAGE	0010-801-3210-39400	4.69	INDEX		315674	
						4.69
STATUS ONE MEDICAL INC	0092-801-4222-23700	22.83	LENS CLEANER TOWELS		315675	
	0010-801-1802-22750	37.47	ELASTIC STRIP,ANTIBIOTIC WIPES		315675	
						60.30
SUPERIOR COURT OF CALIFORNIA - COUN	0010-701-0010-03620	13,083.70	CITATION PROCESSING		315676	
						13,083.70
THOMSON REUTERS (LEGAL) INC.	0010-801-3104-39100	331.00	POLICE INFORMATION SERVICES		315677	
						331.00
TIRE CENTERS, LLC	0060-801-3210-38400	2,952.81	TIRES FOR ENGINE 62	18-0062	728 *	

* Indicates an E-Payable transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 08/16/2017

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,952.81
TOM'S CLOTHING & UNIFORMS INC	0010-801-1702-22300	200.00	UNIFORMS-E VARGAS		315678	
	0092-801-4222-22310	180.00	UNIFORMS-F FUENTES		315678	
	0092-801-4222-22310	47.66	UNIFORMS-J GREEN		315678	
						427.66
TRAINING INNOVATIONS	0010-801-3101-39350	750.00	POLICE SYSTEM MAINTENANCE		315679	
						750.00
TSAI FONG BOOKS INC	0530-801-6006-40000	1,997.80	BOOK(S) 68		315680	
	0530-801-6006-40000	994.07	BOOK(S) 68		315680	
						2,991.87
RICHARD TULLIUS	0349-801-3201-39400	224.97	REIMBURSE LACQUER FOR TABLE		315681	
						224.97
ULINE, INC.	0010-801-3210-22150	823.20	NITRILE GLOVES		315682	
						823.20
V & V MANUFACTURING INC	0010-801-3102-22300	56.17	POLICE BADGES		315683	
						56.17
VECTOR RESOURCES, INC. DBA VECTOR U	0010-801-6505-38400	247.50	LANGLEY CAMERA REPAIR		315684	
						247.50
VETERINARY HEALTHCARE CENTER	0160-801-3103-22800	188.05	K-9 SUPPLIES/SERVICE		315685	
	0160-801-3103-22800	39.72	K-9 SUPPLIES/SERVICE		315685	
						227.77
WALTERS WHOLESALE ELECTRIC CO	0010-801-4210-23400	1,235.72	BREAKER CASE		315686	
	0010-801-4210-23400	1,258.42	LITHIUM HEAD LAMP		315686	
						2,494.14
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	690.47	BATTERY-UNIT WD34		729 *	
	0060-801-4211-23500	80.13	POWER WINDOW PART-UNIT 932		729 *	
	0060-801-4211-23500	50.06	AIR FILTER		729 *	
	0060-801-4211-23500	128.42	BRAKE-UNIT 973,049		729 *	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	354.02	BATTERY-UNIT 906		729 *	
	0060-801-4211-23500	114.31	FAN AND MOTOR-UNIT 039		729 *	
	0060-801-4211-23500	115.96	ALTERNATOR-UNIT 899		729 *	
	0060-801-4211-23500	78.38	PAD KIT-UNIT 977		729 *	
	0060-801-4211-23500	39.15-	BATTERY-CREDIT		729 *	
	0060-801-4211-23500	84.89-	FUEL KIT,ROTOR-CREDIT		729 *	
	0060-801-4211-23500	234.90-	BATTERY-CREDIT		729 *	
	0060-801-4211-23500	81.56-	SEMI LOADED-CREDIT		729 *	
	0060-801-4211-23500	65.55-	BATTERY-CREDIT		729 *	
						1,105.70
WELLS FARGO BANK, N.A.	0012-801-5102-31850	2,500.00	TRUSTEE FEE		315687	
						2,500.00
WEST COAST ARBORISTS, INC.	0010-801-6516-31190	998.00	TREE MAINTENANCE SERVICES		315688	
						998.00
WESTCO SERVICE COMPANY	0010-801-4210-38150	600.00	AIR CONDITIONING REPAIR	18-0040	315689	
	0010-801-4210-38150	813.00	AIR CONDITIONING REPAIR	18-0040	315689	
	0010-801-4210-38150	603.00	AIR CONDITIONING REPAIR	18-0040	315689	
	0010-801-4210-38150	2,070.00	AIR CONDITIONING REPAIR	18-0040	315689	
	0010-801-4210-38150	1,941.00	AIR CONDITIONING REPAIR	18-0040	315689	
	0010-801-4210-38150	5,605.00	AIR CONDITIONING REPAIR	18-0040	315689	
	0010-801-4210-38150	1,193.00	AIR CONDITIONING REPAIR	18-0040	315689	
	0010-801-4210-38150	1,167.00	AIR CONDITIONING REPAIR	18-0040	315689	
	0010-801-4210-38150	1,308.00	AIR CONDITIONING REPAIR	18-0040	315689	
	0010-801-4210-38150	2,564.00	AIR CONDITIONING REPAIR	18-0040	315689	
						17,864.00
WESTERN EXTERMINATOR COMPANY	0010-801-4210-38100	65.00	PEST CONTROL		315690	
						65.00
WESTERN WATER WORKS SUPPLY CO.	0092-801-4223-23300	987.66	HYDRAULIC HAND GUN		315691	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						987.66
REBECCA WONG	0075-450-0075-08630	300.00	REFUND FACILITY DEPOSIT(TRUST)		315692	
						300.00
KRISTY WU	0010-701-0010-06220	100.00	REFUND BUILDING CITATION		315693	
						100.00
	TOTAL FOR REGULAR WARRANTS					**564,039.45**
	PRINTED	551,383.18				
	E-PAYABLE	12,656.27				

TOTAL FOR PREPAID WARRANTS	28,601.56
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	551,383.18
TOTAL FOR PRINTED E-PAYABLES	12,656.27
TOTAL WARRANTS	592,641.01
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	34
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	135
TOTAL E-PAYABLES PRINTED	14
TOTAL CHECKS ISSUED	183

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 08/16/2017
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	23,522.21	253,934.04	277,456.25
0012	RETIREMENT FUND	0.00	2,500.00	2,500.00
0022	STATE GAS TAX FUND	1,058.52	524.08	1,582.60
0043	REFUSE FUND	93.05	5,011.21	5,104.26
0060	CITY SHOP FUND	0.00	17,516.67	17,516.67
0061	SEPARATION BENEFITS FUND	0.00	4,745.18	4,745.18
0065	PAYROLL CLEARING ACCOUNT	1,116.00	0.00	1,116.00
0071	PUBLIC SAFETY IMPACT FEE FUND	0.00	16,533.00	16,533.00
0075	SPECIAL DEPOSITS FUND	749.61	2,000.00	2,749.61
0077	BUSINESS IMPROVEMENT AREA #1	0.00	60.00	60.00
0080	WORKERS COMP FUND	0.00	12,094.00	12,094.00
0092	WATER FUND	1,153.81	30,099.76	31,253.57
0093	WATER TREATMENT FUND	0.00	204,187.27	204,187.27
0109	OPA PROPOSITION A	139.18	0.00	139.18
0110	MEASURE R FUND	0.00	525.32	525.32
0131	LIBRARY TAX FUND	0.00	853.33	853.33
0159	RECREATION FUND	682.91	4,397.00	5,079.91
0160	ASSET FORFEITURE	0.00	1,360.63	1,360.63
0169	CDBG FUND	86.27	0.00	86.27
0349	ELAC INSTRUCTIONAL SERV PROG	0.00	224.97	224.97
0530	LIBRARY BILINGUAL BOOKS GRANT	0.00	7,472.99	7,472.99
	TOTAL	**28,601.56**	**564,039.45**	**592,641.01**

City Council Staff Report

DATE: August 16, 2017

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

TO: The Honorable Mayor and City Council

FROM: Joseph Leon, City Treasurer

SUBJECT: Monthly Investment Report – July 2017

RECOMMENDATION: It is recommended that the City Council:

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

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

EXECUTIVE SUMMARY:

As of July 31, 2017 invested funds for the City of Monterey Park is $81,012,220.99.

BACKGROUND:

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

Respectfully submitted by:

Joseph Leon
City Treasurer

Prepared by:

Annie Yaung, CPFO
Interim Director of Management Services

Approved by:

Ron Bow
City Manager

CITY OF MONTEREY PARK
INVESTMENT REPORT
AS OF JULY 31, 2017

INSTITUTION NAME	PURCHASE DATE	MATURITY DATE	INTEREST RATE	% OF PORTFOLIO	AMOUNT
INVESTMENTS:					
CERTIFICATES OF DEPOSIT					
AMERICAN PLUS BANK	12/02/15	12/02/17	1.15%		240,000.00
ASIAN PACIFIC NATIONAL BANK	03/04/17	09/04/18	1.25%		200,000.00
CATHAY BANK	08/14/16	08/14/18	1.20%		100,000.00
EVERTRUST BANK	11/14/16	11/15/17	1.20%		100,000.00
EVERTRUST BANK	10/12/16	10/12/17	1.15%		150,000.00
FIRST GENERAL BANK	08/15/15	08/15/17	1.00%		240,000.00
PLAZA BANK	08/30/16	02/28/18	1.25%		245,000.00
PREFERRED BANK	06/06/17	06/06/18	1.25%		100,000.00
PREFERRED BANK	03/03/17	03/03/18	1.25%		140,000.00
ROYAL BUSINESS BANK	06/23/17	06/23/18	1.30%		250,000.00
ALLY BK MIDVALE UTAH	09/17/15	09/18/17	1.25%		245,000.00
COMENITY CAP BK SALT LAKE CITY	09/21/15	09/21/18	1.70%		245,000.00
BMW BK NORTH AMERICA	09/23/15	09/18/17	1.20%		245,000.00
KEY BANK, N.A.	09/30/15	10/02/17	1.15%		245,000.00
SALLIE MAE BANK	10/07/15	10/09/18	1.65%		245,000.00
GOLDMAN SACHS BANK	10/14/15	10/16/17	1.15%		245,000.00
CAPITAL ONE NATL BANK	10/21/15	10/23/17	1.15%		245,000.00
MEDALLION BANK	10/26/15	04/26/18	1.25%		245,000.00
WEBBANK	10/30/15	07/30/18	1.25%		245,000.00
WELLS FARGO BANK	11/12/15	11/13/18	1.40%		245,000.00
BMO HARRIS BANK	11/18/15	11/20/17	1.25%		245,000.00
COMPASS BANK BIRMINGHAM	12/09/15	12/11/17	1.30%		245,000.00
CADENCE BANK	02/10/16	02/18/18	1.25%		245,000.00
SANTANDER BANK	02/17/16	08/17/17	1.00%		245,000.00
WORLDS FOREMOST BANK	04/07/16	04/05/19	1.35%		200,000.00
JP MORGAN CHASE BANK	04/19/16	04/19/19	1.20%		245,000.00
BANK NORTH CAROLINA THOMASVILLE	05/27/16	02/27/18	1.00%		245,000.00
FIRST NATIONAL BANK	06/17/16	06/18/18	1.10%		245,000.00
AMERICAN EXPRESS CENTURION BANK	12/01/16	12/03/18	1.40%		245,000.00
FIRST MERCHANTS BANK	12/30/16	06/28/19	1.50%		245,000.00
WHITNEY BANK	01/25/17	01/25/19	1.55%		245,000.00
CAPITAL ONE BANK	02/15/17	08/15/18	1.35%		245,000.00
MERRICK BK SOUTH	04/19/17	04/18/19	1.50%		245,000.00
AMERICAN EXPRESS BANK	05/03/17	05/04/20	1.80%		245,000.00
LAKESIDE BANK CHICAGO	05/10/17	05/11/20	1.65%		245,000.00
BANK OF HOPE	05/26/17	11/26/19	1.70%		245,000.00
WEX BANK	06/02/17	06/02/20	1.80%		245,000.00
BROOKLINE BANK	06/29/17	06/29/19	1.65%		245,000.00
TOTAL CDs (38)		Average	1.329%	10.60%	8,580,000.00
LA COUNTY TREASURY POOL		ON DEMAND	1.370%	89.00%	72,112,748.94
LOCAL AGENCY INVESTMENT FUND		ON DEMAND	0.930%	0.40%	319,472.05
TOTAL INVESTMENTS				100.00%	**$ 81,012,220.99**

BANK BALANCE: [1]	$ 3,622,495.59
AVERAGE MATURITY DAYS	50
AVERAGE INTEREST RATE FOR THE MONTH	1.365%

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

INTEREST EARNINGS FOR 4TH QUARTER 2016-2017 (CUMULATIVE)	$ 527,395.74
THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.	
3-MONTH T-BILL	1.07%
CERBT STRATEGY 1 FYTD RETURN:	10.62%

(1) Bank balance is maintained to cover outstanding warrants and payroll checks as well as compensated balances.

City Council Staff Report

DATE: August 16, 2017

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

TO: The Honorable Mayor and City Council

FROM: Joseph Leon, City Treasurer
Annie Yaung, Interim Director of Management Services

SUBJECT: 2016-2017 Annual Investment Report

RECOMMENDATION: It is recommended that the City Council and the City Council acting on behalf of the Successor Agency:

(1) Receive and file the 2016-17 Annual Investment report;

(2) Adopt a Resolution authorizing the Treasurer to implement the City's Investment Policy for FY 2017-18; and

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

EXECUTIVE SUMMARY:

The City's Investment Policy requires an annual investment report and a statement of investment policy to be submitted to the City Council for review within 60 days of the fiscal year-end. The attached annual report shows that all investment activities during 2016-17 were conducted according to the City's Investment Policy.

BACKGROUND:

The City Investment Policy was created in 1989 to establish guidelines for investment operations (including City of Monterey Park, Monterey Park Public Financing Authority, and Monterey Park Housing Authority). The investment priorities are in the order of safety, liquidity, and yield. The Policy establishes allowable investments and the maximum maturity for each. The allowable investments include U.S. Treasury securities, California LAIF, LA County pooled investment fund, certificates of deposit, bankers' acceptances, mutual funds, federal agency securities, commercial papers, and collateralized savings funds. Additionally, the Policy prescribes an internal control system, which delineates duties and responsibilities for City personnel handling investment operations.

The City's investment operations are under the direction of the City Treasurer. The City's Investment Policy provides the creation of a Treasury Committee, which is comprised of the City Treasurer, City Manager, Director of Management Services, and the Controller to implement the Investment Policy and related procedures. Annually, if there is any recommended change to the Investment Policy, the change is presented to the City Council for approval.

Investment Activities

All investment activities during 2016-17 were made according to the Policy. During the year, funds were invested in the Local Agency Investment Fund, LA County Pooled Investment Fund and Certificates of Deposits.

Local Agency Investment Fund (LAIF) was created by statute in 1977. It is a pooled investment program for local agencies and special districts to participate. LAIF is managed by the State and investment securities are purchased in accordance with the Government Code Sections 16430 and 16480.4. LAIF has 2,439 participants and $22.8 billion in its portfolio. As of June 30, 2017, the City has $319,472 invested with LAIF due to low interest rates.

Los Angeles County Pooled Investment Fund (LACPIF) allows local agencies in the County of Los Angeles to deposit excess funds in the Los Angeles County Treasury Pool for the purpose of investment by the Treasurer and Tax Collector of the County. The interest rate for the City's LACPIF account earned very good returns in 2016-2017. As of June 30, 2017, the City has $83.5 million invested with LACPIF.

Certificates of Deposits (CD) Certificates of Deposits are time deposits with banks or savings and loans. Federal Depository Insurance Corporation (FDIC) insures each depositor up to $250,000. The City invests CDs with California State or nationally chartered financial institutions. As of June 30, 2017, the City has thirty-eight CDs (see Attachment 2).

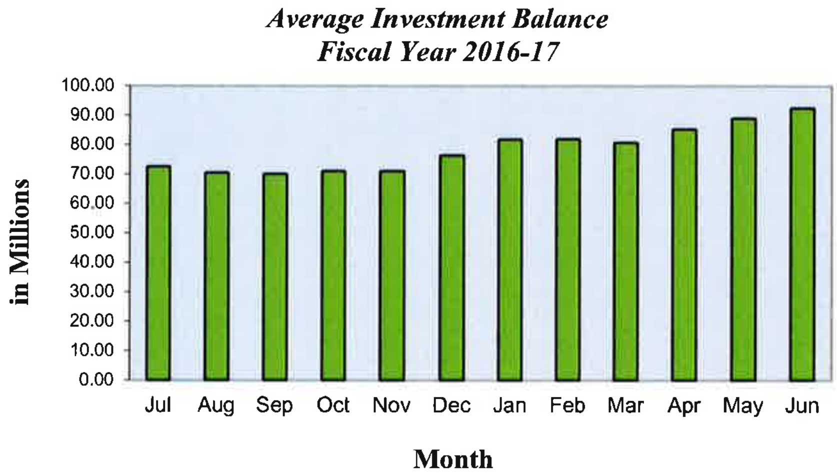
Investment Composition

The City invests its idle cash from all operating funds on a pooled basis to maximize returns. Earnings are allocated to each fund based on the average cash balance. Total investment balance for the City as of June 30, 2017 was $92,416,895.

Instruments	Balance	Interest Rate	Maturity
LAIF	$ 319,472	0.93%	1-day
LACPIF	83,517,423	1.37%	1-day
CDs	8,580,000	1.00% - 1.80%	47 days - 3 years
Total	$ 92,416,895		

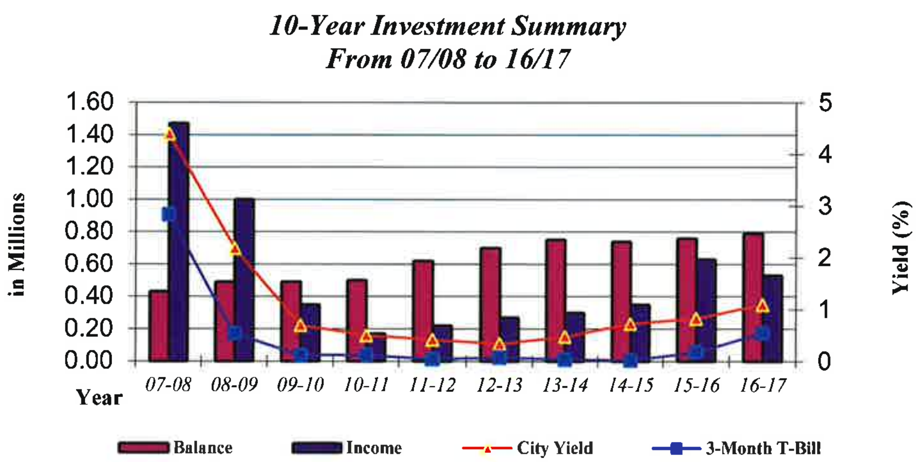
Investment Balance

Timing of revenue collections, such as property tax, business licenses, and franchise tax, affects the monthly investment balance during the year. In 2016-17, monthly investment varied from $69 million to $92 million. The average balance was $78.5 million.



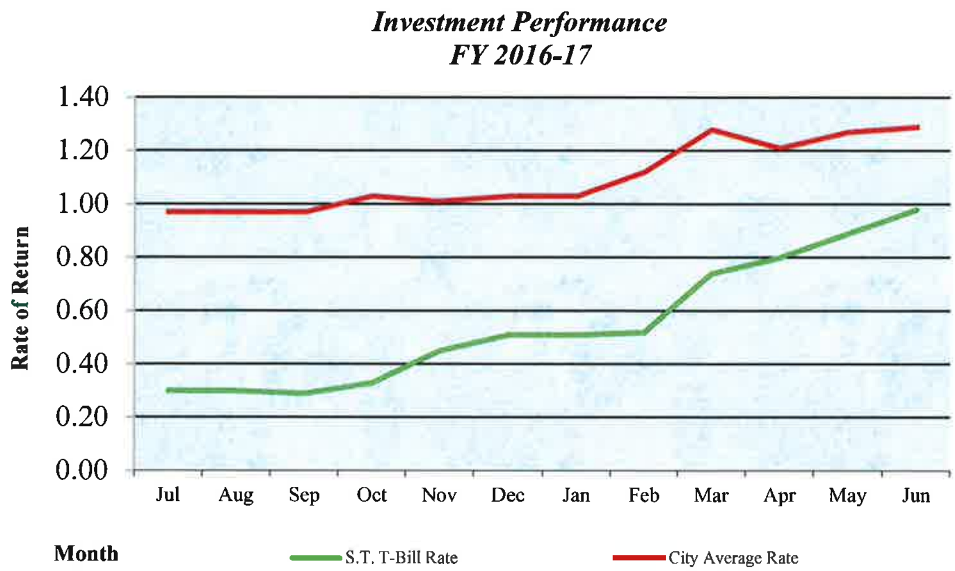
10-Year City Investment Summary

The chart below shows the City's investment balance, interest income, yield, and the short-term investment rate during the past 10 years (for the purpose of comparison, short-term investment rate shown is the three-month treasury bill rate). The policy stipulates that the City investment rate of return shall equal or exceed the yield for the three-month Treasury Bill. The City's average investment yield has exceeded the three-month treasury yield in each of the past 10 years.



Investment Performance

The 2016-17 interest earning for the City totaled approximately $527,000 and the average yields were 1.10%. The City invested 0.35% of its funds into local government investment pools (LAIF), 90.37% into Los Angeles County Pooled Fund (LACPIF), and 9.28% into certificates of deposits, which all can be effective mechanisms for obtaining liquidity, diversified portfolios, and competitive yields. The better performance from the investment in the County pooled funds and Certificates of Deposit have provided the City higher investment earnings. The following graph exhibits City investment rates vs. the three-month T-bill rates, which is the benchmark for the City's yield, for 2016-17.



Investment Policy

The City's investment policy provides the ideal framework to itemize investment alternative, to detail the benefits and risks of these alternatives, and to recommend the maximum percentage allocation, the selection process, the risk framework and the allowable maturities of the investment alternatives. This Investment Policy is intended to provide guidelines for the prudent investments of the City funds and to outline the policies for maximizing the efficiency of the City's cash management system.

The vast majority of public-sector cash management operations are governed by state laws and provisions that determine the type of investment product and manner in which the City manages its funds. Moreover, the City's allowable investments are more conservative and restricted than those of the state types.

Investment Policy Certification Award

The City has always received recognition from the Municipal Treasurers' Association (MTA) of United States & Canada for Investment Policy Certification. The certification award represents the highest level of investment policy guidelines and confirms that the City's investment operations, as guided by the Investment Policy, effectively safeguard its capital while providing operating liquidity and market-rate earnings. MTA recommends re-certification of the investment policy every three years to ensure the policy contains updated practices and/or laws pertaining to investment. The latest certification award was received in March 2014 and staff will submit the policy for recertification.

Conclusion

There is no recommended change for the City's Investment Policy. For the Fiscal Year 2017-2018, the Committee will seek permitted investment instruments according to the investment policy, and take a balanced approach consistent with the guidelines of safety, liquidity, and yield as established by the Council adopted Investment Policy. The ultimate goal is to enhance the economic status of the City while protecting its assets.

Respectfully submitted by:

Joseph Leon
City Treasurer

Prepared by:

Annie Yaung, CPFO
Interim Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

1) Exhibit A - Investment Policy
2) List of Certificates of Deposit
3) Resolution

ATTACHMENT 1
Exhibit A - Investment Policy

City of Monterey Park

Investment Policy

August 2017

CITY OF MONTEREY PARK
INVESTMENT POLICY

I. PURPOSE

This Statement is intended to provide guidelines for prudent investment of the City's temporary idle cash (including City of Monterey Park, Monterey Park Public Financing Authority, and Monterey Park Housing Authority) and outline the policies for maximizing the efficiency of the City's cash management system. The ultimate goal is to enhance the economic status of the City while safeguarding its assets.

The Investment Policy complies with Government Code § 53600, *et seq*. However, to meet the City's needs, the investment parameters set forth in the City's policy are more conservative than those allowed by the Government Code.

II. SCOPE

The policy directs the investment of the City's temporarily idle monies for all funds that are accounted for in the City's Comprehensive Annual Financial Report including the general fund, special revenue funds, fiduciary funds, and proprietary funds. Employee deferred compensation, long-term debt proceeds and reserves held by a Trustee and invested pursuant to contractual agreement, or retirement investments held by a trustee (such as CalPERS) are not managed by the City and are not subject to this Investment Policy.

This Investment Policy also directs all investments related to the Monterey Park Public Financing Authority and the Monterey Park Housing Authority. For purposes of investments made for the Monterey Park Public Financing Authority and the Monterey Park Housing Authority, all references made to the City Treasurer also mean the appointed Treasurer(s) of each respective entity.

III. INVESTMENT OBJECTIVES

Criteria for selecting investments and the order of priority are:

1. **Safety**: The safety and risk associated with an investment refers to the potential loss of principal, interest or a combination of these amounts. Safety of Principal is the foremost objective of the City's investment program. To attain this objective, the City will select only those investments that ensure the preservation of capital in the overall portfolio and to mitigate credit risk and market risk.

2. **Liquidity**: This refers to the ability to "cash in" at any moment in time with a minimal chance of losing principal or interest. Liquidity is an important investment quality, especially when the need for unexpected funds occurs. The objective is to remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated within 180 days.

3. **Yield**: Yield is the potential dollar earnings an investment can provide, also referred to as the rate of return. The objective is to attain a rate of return that equals or exceeds the yield for the three-month Treasury Bill.

IV. TREASURY COMMITTEE

The Policy provides for the creation of a Treasury Committee ("The Committee"). The Committee is comprised of the City Treasurer, the City Manager, the Director of Management Services, and the City Controller. The Committee meets periodically and performs the following:

- Development and implementation of investment policy
- Development and implementation of investment procedures to establish internal controls, investment reporting, recordkeeping, accounting and processes for movement of funds
- Formulation of investment strategy
- Evaluation of financial institutions
- Development and implementation of controls to ensure compliance with State law and the City's Investment Policy
- Selection of investment managers, when appropriate

V. INVESTMENT PROCEDURES AND RESPONSIBILITY

- An Investment Procedures Manual is established to guide staff with day-to-day investment operations. The Manual includes procedural elements such as cash position review, investment selection, investment transaction, investment recording, and investment reporting.

- Within the constraints set forth in this policy, the City Treasurer has the authority to oversee the citywide investment operations.

- The City Council delegates the authority to the Director of Management Services and the Controller to advise and obtain approval from the City Treasurer, before opening ncw bank accounts, investment and cash management accounts, and other credit enhancement products, closing bank accounts, investment and cash management accounts, and signing all documents related thereto.

- The Director of Management Services and the Controller are responsible for the following implementation and supervision of investment controls: approving daily investment transactions, developing the projections of the City's cash requirements for operating needs, reviewing the liquidity position of the investment portfolio, ensuring that the citywide cash position is consistent with operating requirements, preparing appropriate investment reports for review by the Committee, and developing, implementing and monitoring controls over investments. The Senior Accountant and the Account Clerk shall assist in the report preparation, execution of and recordkeeping for investment transactions.

ETHICS AND CONFLICTS OF INTEREST

VI. ALLOWABLE INVESTMENTS

- All investments must conform with Government Code § 53600, et seq. and this investment policy.

- See the list of allowable investments (Investments) in the matrix provided in Attachment A, which is incorporated by reference. It should be noted that any newly developed derivative of an allowable investment that is not specifically mentioned in the policy must be recommended by the City Treasurer for inclusion in the policy and any amendments to the policy must be submitted to the City Council for approval.

VII. SELECTION OF FINANCIAL INSTITUTIONS AND DEALERS

- The Treasury Committee will maintain an approved list of primary dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule) and government-sponsored investment pools. The Committee will review and amend the approved list periodically to ensure that the institutions continue to meet the selection criteria.

- A copy of the City's Investment Policy will be submitted to all dealers, investment managers and fiscal agents who manage City monies. The City must obtain an annual certification evidencing that they (1) have reviewed the City's investment policies and objectives, (2) are familiar with the City's investment constraints and (3) have complied with the provisions contained in this policy.

- Purchases of investments must be made directly from the issuer, with the exception of the State LAIF or the County Pool investments, from a member of a federally regulated securities exchange, from a national or state-chartered bank, or from a brokerage firm.

- Only commercial banks and savings and loan associations that demonstrate financial strength and are insured by the federal government may be selected to provide investment services.

- Other financial institutions must be selected using the following selection criteria: financial strength, reputation, area of expertise and ability to conform to the City and state-mandated investment parameters.

VIII. SAFEKEEPING AND CUSTODY

- Investments evidenced by physical or book-entry securities must be secured through third-party custody and safekeeping procedures or under a tripartite agreement (does not apply to insured certificates of deposit, money market funds and the Local Agency Investment Fund).

- All transactions described above, where applicable, must be executed on a delivery versus payment basis.

- The custodian will hold assets until the investments mature or the bank receives a request from the City to dispose of the securities.

- Bearer instruments can only be held through third-party institutions.

INVESTMENT POOLS/MONEY MARKET MUTUAL FUNDS/BANK SAVINGS FUNDS

The City will conduct a thorough investigation before investing in the State Local Agency Investment Fund (LAIF), the Los Angeles County Pool Investment Fund (LACPIF) and/or any money market mutual fund. Periodically, LAIF, LACPIF and all mutual funds will be required to respond to an investment pool questionnaire to ensure that the criteria as qualified investment vehicles for the City remain unchanged.

IX. COLLATERALIZATION

Certificates of Deposits (CD) - The City will require any commercial bank or savings and loan association to deposit eligible securities with an Agent of a Depository approved by the California Department of Business Oversight, Division of Financial Institutions, to secure any uninsured portion of a non-negotiable certificate of deposit:

- The value of eligible securities as defined pursuant to Government Code Section 53652, pledged against a certificate of deposit must be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of principal of the CD for all other classes of security, if the Certificate of Deposit is not FDIC insured or goes over the FDIC $250,000 limit.

- Financial Institutions must mark the value of the collateral to market monthly and increase or decrease the collateral to satisfy the ratio requirement described above.

X. MATURITY

- The City cannot make any new investments in instruments with stated remaining maturities that exceed the terms specified in attached Exhibit A ("Allowable Investments"), which is incorporated by reference, at the time of purchase. Overall, all investments must follow the City's Investment Policy.

- Maturities of investment instruments in the portfolio will be staggered as much as practical and shall be consistent with projected cash requirements.

XI. LIQUIDITY

- All forecasted operating requirements must be satisfied by maintaining an adequate level of liquidity in the portfolio.

- Maturities will be selected to mature before or match the timing of the City's projected cash needs.

- The marketability of a security is an important criterion in selecting an investment.

- A liquidity base equal to the forecasted cash needs for 180 days should be maintained whenever practical.

XII. DIVERSIFICATION

- Within the parameters established by Section III, Investment Selection Criteria, and Section VI, Allowable Investments, investments should be diversified by security type and institution.

XIII. COMPETITIVE BIDDING

- The purchase or sale of securities should be made on the basis of competitive bids. A minimum of three bids, from a list of eligible dealers and/or banks should be obtained and documented. Exceptions to this policy may be granted by the majority of the Committee members when competitive bids are not practical. Reasons for granting exceptions to the competitive bid process should be stated.

XIV. REPORTING

- The Treasurer must report to the City Council on a monthly and annual basis.

- The monthly investment report submitted to the City Council will contain the following:

    - An investment inventory including types and amounts of investments, issuing financial institutions and maturities

- Average maturity of the portfolio
- Average total yield to maturity of the portfolio
- For marketable securities only including current market value of investments with maturities of more than 12 months
- A statement indicating that the City can meet its expenditure requirements for the upcoming 180 days
- A statement indicating that the portfolio complies with the City's Investment Policy
- Percent of portfolio invested by type of instrument
- Comparison of portfolio performance to the average yield rate for the three-month treasury bill
- Written explanations for any variances to policy

- The Annual Investment Report must provide a summary of the annual investment activities and include a proposed statement of Investment Policy to be approved by the City Council during the first sixty days of the fiscal year.

XV. PRUDENCE

- The City of Monterey Park will follow the prudent investor standard of Government Code § 53600.3. Prudent Investor Standard: Investments must be made with judgment and care – under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

- Investment officers acting in accordance with this Investment Policy and written procedures and exercising due diligence are relieved of personal responsibility and liability for an individual security's credit risk or market price changes, provided that deviations from expectations are reported in a timely and accurate fashion as required by this Policy and procedures and appropriate action is taken to control adverse developments.

XVI. INTERNAL CONTROLS

- Internal controls must be established and documented in writing. The controls must be designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees and officers of the City. Controls deemed most important include: separation of duties; separation of transaction authority from accounting and recordkeeping; custodial safekeeping; clear delegation of authority; specific limitations regarding securities losses and remedial action; control over wire transfers such as dual authorization; minimizing the number of authorized investment officials; documentation of transactions and strategies; and a code of ethics standard.

- The City's investment procedures Manual will establish and maintain an internal control structure designed to ensure that the assets managed under the scope of the Policy are protected from loss, theft, or misuse. The internal control structure will provide reasonable assurance that these objectives are met.

- As part of the City's annual audit, the City's external auditor will review the City's investment activities to ensure compliance with the Investment Policy.

XVII. INVESTMENT GUIDELINES POLICY ADOPTION

- At the direction of the Treasurer, the City's Investment Policy will be reviewed and updated annually by the Committee to reflect changes in applicable law, general market conditions or to provide further clarification of the City's policies. The Investment Policy may be amended annually by resolution of the City Council. Any amendments to the Policy must be approved by the City Council.

Glossary of Terminology

Allowable Investments: A list of permitted investments by investment type maintained as a component to an investment policy. Allowable investment listings will generally include descriptions or parameters for investment diversification ratios, terms of maturity, and quality ratings.

Bankers' Acceptance (BA): A draft or bill of exchange accepted by a bank or trust company. The accepting institutions guarantee payment of the bill, as well as the issuer.

BID: The price offered for securities.

Book Entry Securities: All U.S. Treasury and Federal Agencies are maintained on computerized records at the Federal Reserve; now know as "wireable" securities.

Broker: A broker brings buyers and sellers together for a commission.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

Collateral: Securities, evidence of deposit, or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Collateralized Bank Deposits: Non-negotiable Certificate of Deposit issued by a nationally or state - charted bank or association or a State - licensed branch or a foreign bank (insured by the federal government); Bank Collateralized Savings.

Commercial Paper (CP): An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

Cost: The purchase price of an investment.

Coupon: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on a bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment.

Credit Risk: The risk of loss of principal and interest due to failure of the security issuer or broker.

Dealer: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own.

Debenture: A bond secured only by the general credit of the issuer.

Delivery versus Payment: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

Derivatives: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

Discount: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Discount Securities: Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Federal Credit Agencies: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to $ 250,000 per deposit for anyone issuer with maturity on or before 12/31/2013.

Federal Open Market Committee (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., twelve Regional Banks and about 5,700 commercial banks that are members of the system.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

Los Angeles County Pooled Investment Fund (LACPIF): Government Code § 53684 allows local agencies in the County of Los Angeles to deposit excess funds in the Los Angeles County Treasury Pool for the purpose of investment by the Treasurer and Tax Collector of the County.

Local Agency Investment Pool (LAIF): The aggregate of all funds from California political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Market Risk: The risk that the market value and interest earnings of an investment or a portfolio will fall due to changes in general interest rates.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Par Value: The amount that will be realized upon maturity of an investment.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

Prudent Person Rule: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state-- the so called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

Qualified Public Depositories: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. Or income earned on an investment, expressed as a percentage of the cost of that investment.

Rule 15C3-1: See Uniform Net Capital Rule.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Treasury Bills: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

Treasury Bonds: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

Treasury Notes: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

Uniform Net Capital Rule: Securities and Exchange Commission requirement that member firms as well as non-member broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15:1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Weighted Average Rate of Return: Rate of return calculated based on interest earnings and the length of actual holding for each individual security.

Yield: The rate of annual income return on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD OR YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Zero Coupons: Securities that have no periodic interest payments and are sold at a deep discount from face value. For the purposes of the Monterey Park Investment Policy, zero coupons reference U.S Treasury issues.

CITY OF MONTEREY PARK
FINANCIAL INSTITUTIONS

Section I – Certificates of Deposit and Collateralized Bank Deposits

All California or nationally chartered banks and savings and loans covered by the Federal Deposit Insurance Corporation.

Section II – Government Investment Pools

Local Agency Investment Fund (State of California) Investment Pools (LAIF)
Los Angeles County Pooled Investment Fund (LACPIF)

Section III – "Primary" or "Regional" Security Dealers

Name	Address
Bank of the West/BNP Paribas (City's Servicing Bank)	13300 Crossroads Parkway North City of Industry, CA 91746 (800) 676-4549
Bank of America Securities Inc.	300 S. Grand Avenue, 19th Floor Los Angeles, CA 90071
Morgan Stanley	245 Lytton Avenue, #200 Palo Alto, CA 94301 (800) 755-8081
Multi-Bank Securities, Inc.	6 Sea Island Drive Newport Beach, CA 92660 (800) 337-3467
Wells Fargo Bank, N.A	333 S. Spring Street Los Angeles, CA 90013 (213) 972-0828
Merrill Lynch Government Securities, Inc.	350 S. Grand Avenue, 28th Fl. Los Angeles, CA 90071 (213) 236-2047

ALLOWABLE INVESTMENTS

Investment Types	CITY AUTHORIZED Maximum % of Portfolio	CITY AUTHORIZED Maximum Maturity	CITY AUTHORIZED Minimum Quality	STATE CODE Maximum % of Portfolio	STATE CODE Maximum Maturity	STATE CODE Minimum Quality
Local Agency Bonds Bonds issued by the City, including bonds payable solely out of revenues from a revenue producing property owned, controlled, or operated by the City or authority of the City	None	5 years	None	None	5 years	None
U.S. Treasury Obligations · United States Treasury Notes, Bonds, Bills or other certificates of indebtedness backed by the US government · U.S. Treasury Zero Coupons	None	5 years	None	None	5 years	None
State Obligations - CA and Others Bonds, notes or other evidence of indebtedness of any local agency within this state	None	5 years	None	None	5 years	None
U.S. Agency Obligations Discount notes or notes issued by Agencies of the Federal Government	None	5 years	None	None	5 years	None
Collateralized Bank Deposits Non - negotiable Certificate of Deposit issued by a nationally or state - charted bank or association or a State - licensed branch or a foreign bank (insured by the federal government); Bank Collateralized Savings.	None	5 years	None	None	5 years	None
Medium-term notes issued by corporations	30%	5 years	"A" or better ranking by nationally recognized rating service U.S. domiciled corporations or U.S. licensed depository	30%	5 years	"A" or better ranking by nationally recognized rating service U.S. domiciled corporations or U.S. licensed depository
Local Agency Investment Fund (LAIF) State of California Local Agency Investment Fund (LAIF) or other Local Government Investment Pools established by public entities	None	Not applicable	None	None	Not applicable	None

ALLOWABLE INVESTMENTS

Investment Types	CITY AUTHORIZED Maximum % of Portfolio	CITY AUTHORIZED Maximum Maturity	CITY AUTHORIZED Minimum Quality	STATE CODE Maximum % of Portfolio	STATE CODE Maximum Maturity	STATE CODE Minimum Quality
Los Angeles County Pooled Investment Fund California Government Code Section 53684 allows local agencies in the County of Los Angeles to deposit excess funds in the Los Angeles County Treasury Pool for the purpose of investment by the Treasurer and Tax Collector of the County	10% of LACPIF pool balance	None	None	Not applicable	None	None
Mutual Funds and Money Market Mutual Funds	20%	Not applicable	Highest ranking by not less 2 largest rating services Have an SEC registered investment advisor with more than 5 years' experience Assets under management greater than $500 million	20%	Not applicable	Highest ranking by not less 2 largest rating services Have an SEC registered investment advisor with more than 5 years' experience Assets under management greater than $500 million
"Banker's acceptance"	40% of portfolio (no more than 30% in any one commercial bank)	180 days	None	40% of portfolio (no more than 30% in any one commercial bank)	180 days	None
Commercial Paper	40% of portfolio for counties, cities and other local agencies (No more than 10% of agency's money in the commerical paper of any one corporate issuer)	270 days	"A" or higher rating for issuer's debt within U.S. corporations and have assets in excess of $500 million.	40% of portfolio for counties, cities and other local agencies (No more than 10% of agency's money in the commerical paper of any one corporate issuer)	270 days	"A" or higher rating for issuer's debt within U.S. corporations and have assets in excess of $500 million.
Repurchase Agreements	Not Allowable	Not Allowable	Not Allowable	None	1 year	None
Negotiable Certificates of Deposit Negotiable Certificates of Deposit issued by a nationally or State - charted Bank, a federal association, or a State - licensed branch of a foreign - owned bank (insured by the federal government).	30%	5 years	None	30%	5 years	None

ALLOWABLE INVESTMENTS

Investment Types	CITY AUTHORIZED Maximum % of Portfolio	CITY AUTHORIZED Maximum Maturity	CITY AUTHORIZED Minimum Quality	STATE CODE Maximum % of Portfolio	STATE CODE Maximum Maturity	STATE CODE Minimum Quality
Financial Futures and Financial option contracts.	None	5 years	None	None	5 years	None
Reverse Repurchase Agreements and Securities Lending Agreements	Not Allowable	Not Allowable	Not Allowable	20% of the base value of the portfolio	92 days	None
Mortgage Pass-Through Securities · Mortgage-backed securities '(Corporate issued)	Not specified			Not specified		
· Diversified Management Companies	20%	5 years	"A" or better ranking by nationally recognized rating service	20%	5 years	"A" or better ranking by nationally recognized rating service

ATTACHMENT 2
List of Certificates of Deposit

CITY OF MONTEREY PARK
CERTIFICATES OF DEPOSIT
AS OF JUNE 30, 2017

INSTITUTION NAME	AMOUNT	INTEREST RATE	MATURITY DATE
INVESTMENTS:			
AMERICAN PLUS BANK	240,000.00	1.15%	12/02/17
ASIAN PACIFIC NATIONAL BANK	200,000.00	1.25%	09/04/18
CATHAY BANK	100,000.00	1.20%	08/14/18
EVERTRUST BANK	100,000.00	1.20%	11/15/17
EVERTRUST BANK	150,000.00	1.15%	10/12/17
FIRST GENERAL BANK	240,000.00	1.00%	08/15/17
PLAZA BANK	245,000.00	1.25%	02/28/18
PREFERRED BANK	100,000.00	1.25%	06/06/18
PREFERRED BANK	140,000.00	1.25%	03/03/18
ROYAL BUSINESS BANK	250,000.00	1.30%	06/23/18
ALLY BK MIDVALE UTAH	245,000.00	1.25%	09/18/17
COMENITY CAP BK SALT LAKE CITY	245,000.00	1.70%	09/21/18
BMW BK NORTH AMERICA	245,000.00	1.20%	09/18/17
KEY BANK, N.A.	245,000.00	1.15%	10/02/17
SALLIE MAE BANK	245,000.00	1.65%	10/09/18
GOLDMAN SACHS BANK	245,000.00	1.15%	10/16/17
CAPITAL ONE NATL BANK	245,000.00	1.15%	10/23/17
MEDALLION BANK	245,000.00	1.25%	04/26/18
WEBBANK	245,000.00	1.25%	07/30/18
WELLS FARGO BANK	245,000.00	1.40%	11/13/18
BMO HARRIS BANK	245,000.00	1.25%	11/20/17
COMPASS BANK BIRMINGHAM	245,000.00	1.30%	12/11/17
CADENCE BANK	245,000.00	1.25%	02/18/18
SANTANDER BANK	245,000.00	1.00%	08/17/17
WORLDS FOREMOST BANK	200,000.00	1.35%	04/05/19
JP MORGAN CHASE BANK	245,000.00	1.20%	04/19/19
BANK NORTH CAROLINA THOMASVILLE	245,000.00	1.00%	02/27/18
FIRST NATIONAL BANK	245,000.00	1.10%	06/18/18
AMERICAN EXPRESS CENTURION BANK	245,000.00	1.40%	12/03/18
FIRST MERCHANTS BANK	245,000.00	1.50%	06/28/19
WHITNEY BANK	245,000.00	1.55%	01/25/19
CAPITAL ONE BANK	245,000.00	1.35%	08/15/18
MERRICK BK SOUTH	245,000.00	1.50%	04/18/19
AMERICAN EXPRESS BANK	245,000.00	1.80%	05/04/20
LAKESIDE BANK CHICAGO	245,000.00	1.65%	05/11/20
BANK OF HOPE	245,000.00	1.70%	11/26/19
WEX BANK	245,000.00	1.80%	06/02/20
BROOKLINE BANK	245,000.00	1.65%	06/29/19
	$ 8,580,000.00		

ATTACHMENT 3
Resolution

RESOLUTION NO. _______
SA RESOLUTION NO. _______

A JOINT RESOLUTION OF THE CITY OF MONTEREY PARK AND SUCCESSOR AGENCY TO MONTEREY PARK REDEVELOPMENT AGENCY ADOPTING AN INVESTMENT POLICY AND AUTHORIZING THE TREASURER TO IMPLEMENT THE POLICY.

The City Council, acting on behalf of the City of Monterey Park and the Successor Agency to the Monterey Park Redevelopment Agency, (collectively, "City Council") does resolve as follows:

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

A. Government Code § 53646 allows the Treasurer, or Treasurer's designee, to provide the City Council an investment policy for consideration;

B. Government Code § 53607 allows the City Council to delegate investment authority to the Treasurer, who may then designate persons to implement such authority, on an annual basis; and

C. The Treasurer proposed that the City Council consider the Investment Policy attached as Exhibit "A," and incorporated by reference, for Fiscal Year 2017-18 ("Policy").

SECTION 2: After due consideration, the City Council finds that the Policy conforms with applicable law and adopts it for use during Fiscal Year 2017-18 on behalf of the City of Monterey Park and the Successor Agency to the Monterey Park Redevelopment Agency (collectively, "City"). The Treasurer and Chief fiscal officer (Director of Management Services or Controller) are authorized to implement the Policy for this time period on the City's behalf.

SECTION 3: Supersession of previous investment policies does not affect any penalty, forfeiture, or liability incurred before, or precludes prosecution and imposition of penalties for any violation occurring before this Resolution's effective date. Any such superseded part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Resolution.

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 5: The City Manager, or designee, is authorized to implement this Resolution in accordance with applicable administrative policies and procedures that may be promulgated by the city manager.

SECTION 6: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

PASSED AND ADOPTED this 16th day of August, 2017

Teresa Real Sebastian, Mayor
Monterey Park, California

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 regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 16th day of August 2017, by the following vote:

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

Dated this 16th day of August, 2017

____
Vincent D. Chang, City Clerk

City Council Staff Report

DATE: August 16, 2017

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

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, CPFO, Interim Director of Management Services
Tito Haes, Interim Director of Public Works

SUBJECT: Approval of Resolution setting the Solid Waste Refuse Rates

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution No. ____setting the solid waste refuse rates; and
2. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

With the implementation of the new residential and commercial waste hauling franchise agreements, new solid waste refuse rates must be set. The proposed resolution would set the new, reduced residential solid waste refuse rates and confirm the existing City fees for commercial refuse customers.

BACKGROUND:

At the January 18, 2017 meeting, the City Council approved a new exclusive residential waste hauler franchise agreement with Athens Services and non-exclusive commercial waste hauler franchise agreements with Ware Disposal and Athens Services.

The new residential franchise agreement, which will go into effect September 1, 2017, includes a reduction in rates by Athens Services. In turn, the residential customer rates need to be reduced. For Single Family service charges, the reductions are approximately 12.5% from the 9/1/2017 rates and 10% from the current 9/1/2016 rates. The only exceptional charge is the fee for Extra 96 Black, which is a bit higher due to Athens' cost. The Multi-Family rates are set for three different sized bin charges: 1-yard, 2-yard, and 3-yard. All bin size (1-yard, 2-yard, and 3-yard) rates are lower than the current 9/1/2017 rates for the 2-yard bin. The only exceptions are the charges for the 3-yard bin with a higher service frequency of 4 services and 5 services per week. It is to say for the multi-family customers that a larger bin size (3-yard) is now available with a much lower service charge each month. In order to change the rates, the City Council must adopt the new solid waste refuse rates by Resolution.

Single Family Residential Services

Service Type	Existing Sept 2017 Rate	Proposed New Sept 2017 Rate	Difference
96 black / 96 green	$27.40	$23.94	<$3.46>
96 black / 64 green	$26.54	$23.19	<$3.35>
64 black / 96 green	$25.56	$22.34	<$3.22>
64 black / 64 green	$24.85	$21.72	<$3.13>
Extra 96 black	$6.95	$8.86	$1.91
Extra 96 green	$4.68	$4.01	<$0.67>
Extra 64 black	New	$6.10	n/a
Extra 64 green	New	$2.70	n/a
Roll Out	$21.81	$19.05	<$2.76>
Extra Exchange	$36.21	$36.21	0

Multi- Family Residential Services

Service Type	Existing Sept 2017 Rate	Proposed New Sept 2017 Rate	Difference
1 yard bin			
1 x per week	New service	$110.15	n/a
2 x per week	New service	$158.82	n/a
3 x per week	New service	$217.39	n/a
4 x per week	New service	$283.80	n/a
5 x per week	New service	$348.82	n/a
Special Services	New service	$54.87	n/a
2 yard bin			
1 x per week	$228.48	$155.98	<$72.50>
2 x per week	$327.79	$240.49	<$87.30>
3 x per week	$463.18	$339.89	<$123.29>
4 x per week	$587.95	$447.14	<$140.81>
5 x per week	$706.24	$552.99	<$153.25>
Special Services	$100.75	$97.82	<$2.93>
3 yard bin			
1 x per week	New service	$196.82	n/a
2 x per week	New service	$322.16	n/a
3 x per week	New service	$462.40	n/a
4 x per week	New service	$610.48	n/a
5 x per week	New service	$757.17	n/a
Special Services	New service	$140.79	n/a

Commercial customers are billed directly by the waste haulers who in turns assess and submit City regulatory fees. Commercial customers within the City have a choice between Athens and Ware. The franchise fees to the City remain unchanged.

FISCAL IMPACT:

The resolution adopts the new, reduced rates, which preserve revenue stability for the City solid waste utility and ensure cost savings, fairness, and equity for the City's solid waste customers.

Respectfully submitted by:	Prepared by:
Annie Yaung, CFPO Interim Director of Management Services	Tito Haes Interim Director of Public Works
Approved by:	Reviewed by:
Ron Bow City Manager	Karl H. Berger Assistant City Attorney

ATTACHMENT: Resolution

ATTACHMENT 1
Resolution

RESOLUTION NO. _____

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

The City Council of the City of Monterey Park does resolve 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 resolution 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 resolution was provided in accordance with Government Code § 54354.5 and a public hearing was held by the City Council on August 16, 2017.

E. This Resolution 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 Resolution 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 Resolution.

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 Resolution.

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 resolution.

SECTION 5. PREVIOUS RATES. This Resolution establishes the Rates only; it does not affect any previously established charges or other administrative fees. To the extent any provision of this Resolution 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 Resolution's effective date. Any such part of previous approvals remain in full force and effect.

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

SECTION 7. This Resolution will become effective immediately upon adoption and remain in effect unless superseded by a subsequent resolution.

PASSED AND ADOPTED this 16th day of August 2017.

Teresa Real Sebastian, Mayor

APPROVED AS TO FORM:

By: ______________________________
Mark Hensley, City Attorney

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss
CITY OF MONTEREY PARK }

I, Vincent D. Chang, City Clerk of the City of Monterey Park, do hereby certify that the above and foregoing Resolution No. _____ was duly passed and adopted by the City Council of the City of Monterey Park at a regular meeting thereof held on August 16, 2017, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City this 16th day of August, 2017.

____
Vincent D. Chang,
City Clerk

EXHIBIT A

Single Family Residential

Service Type	Proposed Sept 2017 Rate
96 black / 96 green	$23.94
96 black / 64 green	$23.19
64 black / 96 green	$22.34
64 black / 64 green	$21.72
Extra 96 black	$8.86
Extra 96 green	$4.01
Extra 64 black	$6.10
Extra 64 green	$2.70
Roll Out	$19.05
Extra Exchange	$36.21

Multi Family Residential

Service Type	Proposed Sept 2017 Rate
1 yard bin	
1 x per week	$110.15
2 x per week	$158.82
3 x per week	$217.39
4 x per week	$283.80
5 x per week	$348.82
Special Services	$54.87
2 yard bin	
1 x per week	$155.98
2 x per week	$240.49
3 x per week	$339.89
4 x per week	$447.14
5 x per week	$552.99
Special Services	$97.82
3 yard bin	
1 x per week	$196.82
2 x per week	$322.16
3 x per week	$462.40
4 x per week	$610.48
5 x per week	$757.17
Special Services	$140.79

City Council Staff Report

DATE: August 16, 2017

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

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, CPFO, Interim Director of Management Services

SUBJECT: Award of Contract with HdL Software, LLC for Business License Audit Services

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with HdL Software, LLC for Business License Auditing Services;
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City contracts with Municipal Auditing Services ("MAS") for the City's business tax auditing services and the contract term runs from August 25, 2014 to August 25, 2017. This three-year contract will expire next week.

City Staff prepared a new Request for Proposal (RFP) in July 2017, for business tax auditing services. Twelve firms were invited to submit proposals. The City received two responses for business tax audit services.

The Monterey Park Municipal Code ("MPMC") requires that any person or business transacting business in the City obtain a business license. Revenue from business licenses are used by the general fund. Staff members in the Support Services Division process license applications and renewals, and rely on the contract auditing firm to assist in any business tax compliance and audit process.

BACKGROUND:

The two firms that responded to the RFP are the HDL Software, LLC ("HdL") and the current contract firm, Municipal Auditing Services LLC ("MAS"). The proposals were evaluated based on experience, level of services offered, methods and approaches applied, references, and lastly, cost of services. The two proposals have a similar fee structure (*no base fees and a 30%-35% of actual fee recovery*).

HdL (*Attachment 1*) has provided full-service business tax assistance to California cities for over 30 years. HdL utilizes advanced data matching algorithms to identify which entitles are compliant and which entities require follow up. HdL communicates compliance requirements and outreach to the identified entities based on its understanding of local government needs and best practices. Its services include a 24-hour Online Portal where businesses can log on and pay their taxes due online. It also would conduct onsite canvassing of City businesses to educate individuals of the requirements and ensure compliance of the City's tax codes in a fair and equitable manner. The additional services offered in the HdL proposal, the solid reputation it possesses, and its awareness of the sensitivity of the business tax environment were among the reasons that staff recommend to award the business tax audit services contract to HdL Software, LLC.

Services Provided	HdL Software, LLC	Municipal Auditing Services
Utilize State of California Data to identify potential business activity in the City	✓	✓
Handle written correspondence with potential businesses	✓	✓
Provide Customer Dispute Resolution	✓	✓
Provide 24 Hour Online Portal (for payments and information)	✓	
Conduct Onsite Canvassing of City Businesses	✓	
Proposed Fee Compensation	35% of Collected Revenues	30% of Collected Revenues
Number of years in business	30	18

FISCAL IMPACT:

In fiscal year 2016-17, the City issued over 6,000 annual business licenses and generated approximately $1.2 million of the General Fund business license tax. There are no upfront costs or base fees for the services since revenues generated from the business license compliance audit will be premised upon the success of efforts and practices of HdL. HdL Software, LLC will receive 35% of the revenues collected by the City for its business tax audit services.

Respectfully submitted by:

Annie Yaung, CPFO
Interim Director of Management Services

Prepared by:

Tim Shay
Support Services Manager

Approved By:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. HdL Software, LLC Proposal

ATTACHMENT 1
HdL Software, LLC Proposal

CITY OF MONTEREY PARK

REQUEST FOR PROPOSAL
REVENUE AUDIT AND CONSULTING SERVICES

JUNE 13, 2017

Submitted by:
HdL Software, LLC
160 Via Verde Dr., Suite 150
San Dimas, CA 91773
www.hdlcompanies.com

Contact:
George Bonnin
909.861.4335
gbonnin@hdlcompanies.com

HdL SOFTWARE

I. COVER LETTER

July 13, 2017

City of Monterey Park
Management Services Department
Attn: Mr. Tim Shay, Support Services Manager
City of Monterey Park
Monterey Park, California 91754

RE: Request for Proposal – Business Tax Audit Services

Dear Tim,

HdL is pleased to submit a response to the City's published Request for Proposal: Business Tax Audit Services. This response constitutes a firm and irrevocable offer for a period of 90 days following the submittal date of July 13, 2017. HdL understands the work requested by the City and the time frame in which it needs to be performed. We look forward to working with City staff.

HdL's Business Tax Revenue Compliance and Audit Service takes a unique approach in ensuring compliance to maximize City revenues. These programs involve a multi-phase, business friendly approach that reduces potential administration costs to the City while improving future compliance and reporting practices from the business community. HdL's Professional Services can work in conjunction with the leading local tax software system, HdL Prime. This integration eliminates the staff burden of data entry for compliance accounts, as they are automatically sent to the system via an electronic remittance package.

We are also pleased to offer additional Business License Professional Services not identified in the City's RFP, but available should the City desire to evaluate them. These optional services include Business License Operations Management, HdL Prime Business License Software with Web and other local tax related services.

HdL has partnered with California local governments for over 30 years and is the preferred provider of local tax services and software systems, having been selected by more agencies than any other provider while maintaining an over 99% client retention rate. Our team incorporates over 250 years of local government experience, including CROs and former department heads, finance directors and city managers. We have a broad, deep and intimate understanding of the complex needs of local government because "we've walked in your shoes". Our dedication to local government is second to none.

I will be the contact person regarding this proposal. Please call or email me if I can be of service.

Sincerely,

George Bonnin,
Sales and Marketing Manager
gbonnin@hdlcompanies.com
909-861-4335

II. PRIOR EXPERIENCE AND QUALIFICATIONS

HdL

Dedicated Service
Since 1983

Company history – a tradition of service to local government

Founded in 1983, HdL was established to maximize local government revenues through a variety of audits, analytical services and software systems. HdL developed California's first computerized sales tax management program and was responsible for securing legislation (AB 1611) that allowed independent verification of state allocations. Since that time, HdL has remained dedicated exclusively to creating innovative revenue solutions for local government. HdL's systematic and coordinated services for revenue management and economic data analysis is currently being utilized by over 380 agencies in six states.

Team expertise and customer service – we've walked in your shoes

HdL's key staff has extensive local government experience, having previously held positions in city management, finance, planning, economic development or revenue collection. The HdL team includes several experienced business license tax department supervisors, certified revenue officers (CROs), and prior CMRTA board members. HdL is a Corporate Partner of the League of California Cities and California State Association of Counties, and works extensively with the County Auditor's Association of California, California Society of Municipal Finance Officers (CSMFO) and California Municipal Revenue and Tax Association (CMRTA) on anticipation and planning of programs to strengthen local government revenues. HdL's intimate understanding of local government needs coupled with our extensive databases and advanced methodology provides for the most relevant, productive, and responsive revenue solutions, software systems, and customer service.

Proven dedication to California business licensing

HdL's Professional Services solution is built on a solid foundation of finance expertise and a deep understanding of the needs of California business licensing operations. HdL's first business license system was designed by an experienced finance director, municipal leader, and past president of CSMFO. Since that moment over 20 years ago, HdL has collaborated with the leaders of over 200 California municipalities; providing full service business license solutions including software systems, fee studies, code reviews, business process consulting, compliance and audit services, serving on staffing oral boards, and more. This wealth of experience is fully utilized in all our business license Professional Services by combining the latest technological advancements with best practices gleaned from years of serving in and providing services to California local government.

III. MANAGEMENT OVERVIEW AND APPROACH

General Overview

HdL's Compliance Services is a custom crafted solution for improving revenues and efficiencies while maintaining the high level of customer service taxpayers have come to expect from the staff and technological competencies of the City. HdL's Compliance Services offers the City an array of valuable services which include:

Project Planning and Implementation – HdL's Compliance team will work in partnership with the City to develop a detailed outline of the scope of work and specific services/options deployed. During the project planning period, the City will have the opportunity to review and approve general timelines for the project as well as project details such as language for taxpayer correspondence and other operational items.

Additionally, HdL works in conjunction with the City to establish rules for enforcement regarding items such as penalty and amnesty procedures, ensuring an implementation that aligns with the City's sensitivity to the business community. Project plans are flexible to evolve with the program, allowing HdL and the City to quickly make course corrections along the way to address needs or concerns that may arise.

Communication – HdL understands that the key to any partnership is communication. HdL ensures the free flow of information between the City and the HdL Compliance team by establishing clear guidelines during project planning. HdL provides multiple points of contact for City personnel and provides scheduled progress meetings via teleconference and in person meetings.

Consulting and Support – In addition to the Discovery and Audit services delivered under the Compliance Management Program, the City benefits from a team of experts that include Certified Revenue Officers(CRO), former Finance Directors and City Managers and other team members with decades of experience in servicing local government. These resources are available to the City to provide support on complicated tax nexus issues, best practice approaches, sample documents and forms, ordinance reviews and other tax compliance and management related issues.

Reporting – HdL will deliver a suite of reporting options that capture a summary of the activities as well as details performed under the individual programs. HdL offers a variety of standard weekly, monthly, quarterly and annual reports as well as the option to customize and develop unique reporting solutions to meet the City's ad-hoc requests.

Dispute Resolution – Whether a dispute arises from a newly registered business or from a deficiency determination on an existing business, HdL will support the City in resolving disputes arising from the business community. The HdL dispute resolution process can assist the City in resolving taxpayer issues by providing ordinance reviews and interpretation, best practices, case law updates, expertise on nexus issues, refund defense, and other services tailored to assist the City in administering Business License Taxes.

Business License Tax Discovery Services - Details

The Business License Tax Discovery Service will identify businesses that are subject to taxation under the City Municipal Code which are not registered and paying the Business License Tax. Our program specializes in not only identifying businesses physically located within the boundaries of the City, but also those that may conduct business within the City while having an intermittent or no physical presence at all. With a business, friendly and education centric approach, the discovery program will maximize revenues to the City while reducing the concerns that may arise from similar programs. Modular components and customizable features ensure the highest levels of service for the City and the business community.

- **Enriched Data Portfolio / Lead Identification –** Utilizing data provided by the City, as well as the HdL Enriched Data Portfolio (EDP), HdL's team builds an enhanced listing of entities subjected to taxation in the City. These entities are electronically matched to the existing files of the City using advanced data matching algorithms, allowing HdL staff to identify which entities are compliant and which entities require follow up.

- **Field Surveys** – Experienced field crews, equipped with the most advanced tools available (mobile mapping/GPS systems, tablet computers pre-loaded with various City and state-wide databases, etc.) may canvass commercial areas of the City to develop and enhance the leads identified in the EDP. Field Surveys provide additional inventories of active businesses as well as to provide on-site verifications of data culled from other sources.

- **Exception Resolution** – HdL's compliance team doesn't rely on electronic matching alone. Records are reviewed by our skilled team members, filtering out records that may lead to erroneous contacts. This extra step allows staff to find additional revenues not otherwise identifiable through electronic means and assists in reducing potential complaints levied at City staff and management.

- **Compliance Communication and Outreach** – Upon exception resolution, HdL staff initiates contact with the identified entities through a series of City approved communication methods. HdL makes every effort to simplify the process for taxpayers and utilizes a variety of mediums for communication including mail, telephone, email and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-compliant status. Initial notification packets include everything a business needs to become compliant and multiple methods of resolving their accounts.

- **Business Assistance Center** – HdL maintains a taxpayer support and service center where the business community can access support during normal business hours. Taxpayers calling our toll-free line can expect minimal hold times along with access to a variety of options which include filing support, payment options, resolution of specific tax issues and other services designed to reduce the burden of registering and filing taxes. Or team of experts, including our resident Certified Revenue Officers (CRO), implement a business friendly and education centric approach to supporting the business community in all aspects of the compliance process. Each staff member is trained on the specifics of the City's unique code and processing requirements in addition to being provided a handbook developed in conjunction with City staff during implementation.

- **Business Assistance Center ~Online** – Businesses are encouraged to take advantage of the range of services available on-line, 24 hours a day, seven days a week. With *HdL Flex File,* businesses can choose to file their new business registration as well as make payments via our on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule appointments and request copies of their tax registration all with the click of a button. Our on-line services underscore HdL's commitment to excellence in customer service and education by continually improving the registration and payment experience for the business community.

- **Document Submission / Processing** – Whether the taxpayer chooses to respond by mail, email or our online filing website, each application submission is reviewed for completion and accuracy prior to processing. Any additional documentation needed to complete the approval of a submission, such as a home occupation permit, can also be requested or forwarded to other City departments either as a pre-requisite or as a courtesy to the taxpayer. All submissions are filed and stored electronically and made available to the City via the remittance process or upon request.

- **Invoicing** – Once an application is approved, invoices are forwarded to the taxpayer indicating detailed tax calculations and balances owed. Taxpayers are provided the opportunity to pay their balances via mail, online, or over the phone services. Taxpayers will also have continued access to our Business Support Center for any questions or disputes arising from the invoice process.

- **Remittance** – Upon collection of all requirements which may include the payment, application and/or other documentation HdL will prepare a remittance package to include payment as well as copies of all taxpayer correspondence and other relevant information. Remittances are usually done on a monthly basis but can occur as often as weekly depending on volumes and City preferences. Remittances packages may also be done electronically via the HdL electronic remittance process. If utilizing the electronic remittance option, applications together with all relevant information are provided to the City in an electronic image format with revenues distributed to the City in one payment net HdL's fees. Using the electronic remittance option will allow the City of upload the data directly to the City's database saving data entry time.

Business License Tax Audit Services - Details

The Business Tax Audit program confirms that registered businesses are compliant with local reporting requirements and educates the business community in proper reporting procedures. Bridging the gaps between enforcement and customer service oriented educational components; our program reduces the woes businesses normally associate with audits. Our Audit program provides a level playing field for businesses that are reporting accurately while making certain the City is receiving the revenues to which it is entitled.

- **Analysis & Selection** – Audit candidates are selected using a variety of selection methodologies developed by our audit team using decades of business license tax audit experience. Preliminary analysis reports on each business selected are shared with the City prior to moving through the audit phases.

- **Audit Notification & Scheduling** – Businesses selected by HdL and approved by the City are sent a letter notifying them of a scheduled Compliance Analysis Audit. Every effort is made to promote a positive experience for the taxpayer. A detailed description of the requirements and relevant documentation required for the audit is provided to the business 2 weeks in advance of the proposed audit date. If the business is unable meet the audit date selected by the City all efforts to reschedule the audit to a more accommodating date will be made. Businesses are also afforded the opportunity to schedule flexible appointment times by contacting the Business Support Center or visiting our online support center.

- **Compliance Analysis & Audit** – The HdL audit team will audit the financial records of the business to determine compliance with business tax regulations. HdL validates taxing variables such as gross receipts and other relevant information for determining compliance. In addition to identifying underreporting issues, the HdL Audit Program will also focus on other compliance related issues such as assuring correct classifications, multiple location allocation, apportionment issues, and identifying business to business relationships that may create tax liability for 3rd parties.

- **Audit & Compliance Report** – Upon completion of the audit and analysis, and prior to additional actions, a compliance report will be generated and reviewed with the City. The report will indicate specific results of the review and recommended future actions. Documentation that substantiates the findings in the report will be included with the report to assist the City and HdL in determining next step of the process.

- **Deficiency and Commendation Notification** – Upon final review of the audit and analysis report businesses that are found to have deficiencies will be notified of the findings as well as the payment and appeal processes. HdL will also work with businesses found to be deficient to explain the current findings and educate taxpayers on proper future filing procedures so as to prevent future errors and deficiencies. Businesses found to be in compliance will be sent a commendation letter thanking them for their compliance.

- **Invoicing & Collections** – Business found to be underreporting are invoiced through the standard City approved collections process. Balances are collected and remitted along with supporting documentation to the City through the approved remittance processes.

HdL Professional Consulting Services

HdL's Professional Consulting Services is built on a solid foundation of finance expertise and a deep understanding of the needs of California business licensing operations. Since that moment over 30 years ago, HdL has collaborated with the leaders of over 200 California municipalities; providing full service business license solutions including software systems, fee studies, code reviews, business process consulting, compliance and audit services, serving on staffing oral boards, and more.

This wealth of experience is fully utilized in all our local Business License Professional Services by combining the latest technological advancements with best practices gleaned from years of serving in and providing services to California local government. HdL's intimate understanding of local government needs coupled with our extensive databases and advanced methodology provides for the most relevant and up to date consultation services.

Optional Services for Consideration

Update City's business license software platform to HdL Prime:
We encourage the City to consider migrating to HdL's current local tax platform, HdL Prime, as it provides additional benefits when paired with HdL's Compliance Service by eliminating staff data entry requirements otherwise associated with a compliance effort. HdL Prime also provides many additional benefits to both the City and its business community. HdL Prime is a new, full featured software platform designed from the ground up for business licensing, and containing many new features and improvements to the City's current licensing platform. This new functionality will provide the City with savings in staff time, resources, postage and much more, and facilitates a higher level of customer service to your businesses by offering additional online self-service capabilities. When paired with HdL's Compliance Service, we can additionally fund the project cost through our revenue recovery, eliminating the risk of any out of pocket project costs.

Business License Operations Management Service:
HdL's full service management program is a turnkey solution to business license needs. The program handles all processes required to properly administer the City's business license operations, including customer support, renewal and certificate mailings, payment processing, software hosting, and all other operational support functions.

Additional Services:
Additional services may be added as needed. HdL will discuss with City staff and draft a Scope of Services document specifying the scope of work, timeline and cost for the requested services. All work to be performed at the currently standard HdL hourly rates.

IV. FEE PROPOSAL

Compliance Services

Service	Compensation
Business License Tax Discovery[1]	35% of Revenues Collected
Business License Tax Audit[1]	35% of Revenues Collected

Optional Services

Service	Compensation
Business License Operations Management Service	$14.00 per record/year + CPI
HdL Prime Business License Software System	To be discussed

1. Fees apply to amounts collected for current tax year and applicable back years. HdL does not participate in future revenues.

2. Fees for Operations Management Services are adjusted at the beginning of each calendar year by the change in the Consumer Price Index –West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).

3. Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. HdL is dedicated to conserving public funds, and ensures any travel costs are indeed required and reasonable.

V. REFERENCES

VENDOR'S REFERENCES
This sheet must be completed in full and returned with vendor's proposal.

List and describe fully the last three similar contracts performed by your firm, which demonstrate your ability to provide business tax audit services in accordance with the specifications in Section IV. Attach additional pages if necessary. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No.1

Agency Name: **City of Upland, CA** Contact Individual: **Lorrie Gluck, Revenue Coordinator**

Address: **460 N. Euclid Ave. Upland, CA 91786** Phone Number: **909-931-4100**

Compensation Terms: **Discovery 35%, Audits 35%** Year: **May 2014**

Description of services provided: **Business License Operations Management, Compliance Services, Collections, Tax Modification Program, Other consulting services.**

Reference No. 2

Agency Name: **City of San Fernando, CA** Contact Individual: **Nick Kimball, Finance Director**

Address: **117 MacNeil Street, CA 91340** Phone Number: (818) 898-1200

Compensation Terms: **Discovery 35%, Audit, 35%** Year: **September 2015**

Description of services provided: **Business License Operations Management, Compliance Services.**

Reference No. 3

Agency Name: **City of West Covina** Contact Individual: **Nicole Lugotoff, Revenue Manager**

Address: **1444 West Garvey Ave. West Covina, CA 91790** Phone Number: **626-939-8400**

Compensation Terms: **Discovery 35%, Audits 35%** Year: **November 2015**

Description of services provided: **Business License Operations Management, Compliance Services, Other Consulting Services.**

Responses to this Request for Proposal are due at July 13, 2017 by 1:30 p.m.. The undersigned Vendor agrees to provide business tax audit services in accordance with the specification. I/We have stated herein the services and fee that I/we will furnish and deliver as specified.

Award shall be based upon the evaluation criteria included this document. Where there is a discrepancy between words and figures, WORDS SHALL GOVERN.

HdL Software LLC Name of Vendor (Person, Firms, Corp.)	Signature of Authorized Rep.
160 E Via Verde, Suite 150 Address	Roberty Gray, President Name and Title (Please Print)
San Dimas, CA 91773 Address	07-13-17 Date
909.861.4335 Telephone Number	909.861.7726 Fax Number

Proposals must be received by July 13, 2017 by 1:30 p.m.

City Council Staff Report

DATE: August 16, 2017

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

TO: The Honorable Mayor and City Council

FROM: Robert Aguirre, Interim Director of Recreation and Community Services

SUBJECT: Recommendation to renew the agreement with World Journal LA, LLC, to be the Co-Producer of the Monterey Park Lunar New Year Festivals for 2018, 2019, and 2020.

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute a 3 year agreement with an option to extend for 2 additional 1 year periods, in a form approved by the City Attorney, with World Journal LA, L.L.C. to co-produce the Monterey Park Lunar New Year Festival, on dates to be determined by the City and
2. Take such additional, related, action that may be desirable.

BACKGROUND:

The completion of the 2017 Lunar New Year Celebration marked the end of the previous agreement with World Journal LA, L.L.C. and the City of Monterey Park. In 2018 the City's Annual Lunar New Year Celebration will be held in the February. The event will be located on East Garvey Avenue in the downtown area from (Garfield Ave to Alhambra Ave). This event features entertainment, food, and over 200 commercial and cultural booths. Attendance for the two day event has reached over 100,000 people for the past few years.

The Business Improvement District Advisory Committee (BIDAC) and City staff have been pleased with the production and partnership with World Journal LA, LLC for the past six (6) years of the Lunar New Year Festivals. Renewal of the contract for three years will give World Journal a better time frame to plan the event and secure sponsors and vendors, ultimately resulting in an even more successful festival in upcoming years.

The production team would consist of the co-producers of World Journal, the City, and the BIDAC. World Journal would mainly be responsible for soliciting vendors, sponsors, contracting a company to set-up the tents and equipment, entertainment, decoration, marketing, security, restrooms, daily trash clean-up, and all other financial and logistical obligations resulting from the production of the event.

The BIDAC would work with the City to produce the Opening Ceremony.

FISCAL IMPACT:

Each year World Journal LA, LLC pays $7,500 toward the services of city staff which include street closures, inspections, traffic, and any other duties undertaken in previous years. World Journal LA, LLC also shares in the net profit each year using the following percentages:

Amount of Net Profit	Portion to CO-PRODUCER	Portion to CITY
$0 to $20,000	80%	20%
$20,001 - $30,000	75%	25%
$30,001+	70%	30%

Respectfully submitted by:

Robert Aguirre
Interim Director of Recreation
and Community Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. 2018-2020 Agreement

Attachment 1:
2018-2020 Agreement

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF MONTEREY PARK AND
WORLD JOURNAL LA, LLC

This Professional Services Agreement ("**Agreement**") is governed by the laws of the State of California and is made and entered into this 16th day of August, 2017, by and between the CITY OF MONTEREY PARK, a public corporation ("**CITY**"), and WORLD JOURNAL LA, LLC, a California limited liability corporation ("**CO-PRODUCER**"), collectively referred to as the "Parties," and separately referred to as a "Party."

RECITALS

A. The Lunar New Year is celebrated during a fifteen-day period around January and February of each year.

B. The CITY has historically conducted Lunar New Year Festivals and desires to do so again in 2018, 2019, and 2020.

C. The CITY's Lunar New Year Festival is becoming a leading Lunar New Year Festival in the greater Los Angeles Area and attracts visitors from a wide diversity of backgrounds.

D. The CITY desires an experienced regional event coordinator to organize and manage the 2018, 2019, and 2020 Monterey Park Lunar New Year Celebration Festival (the "**Festival**").

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

ARTICLE 1
TERM OF AGREEMENT

1.1 This Agreement commences on **August 16, 2017**, and continues in full force and effect through**, March 1, 2020**, unless earlier terminated as provided elsewhere in this Agreement. The CITY has the option to extend this agreement for two additional one year terms.

ARTICLE 2
RESPONSIBILITIES OF CO-PRODUCER

2.1 The CO-PRODUCER agrees to perform any and all work necessary for the completion of the Monterey Park Lunar New Year Celebration Festival.

2.2 The CO-PRODUCER represents that it employs or will employ, at its own expense, all personnel required for the performance of any and all tasks and services. Expenses to include reimbursement for CITY staff time during the duration of the festival, including street closures, inspections, traffic, and any other duties undertaken in previous years. City expenses cannot exceed $7,500.

2.3 The CO-PRODUCER represents that the tasks and services will be performed by the CO-PRODUCER, or under its direct supervision, and that all personnel engaged in such work are fully qualified and authorized and permitted under applicable State and/or local law to perform such tasks and services.

2.4 The CO-PRODUCER cannot subcontract or assign any portion of the production management duties herein without CITY's prior written approval which cannot be unreasonably withheld.

2.5 The CO-PRODUCER must work closely with CITY's designated liaison.

2.6 The CO-PRODUCER designates Konan Tien as its representative for supervision of the tasks and services required by this Agreement.

2.7 [Intentionally blank]

2.8 The CO-PRODUCER must comply with all applicable Federal, State, and local laws, ordinances and regulations.

2.9 CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, provided such changes do not create substantial burdens on CO-PRODUCER, and only on condition that such additions, deletions or revisions are submitted to CO-PRODUCER no later than December 15, 2018; December 14, 2019; December 13, 2020. All such changes must be authorized in writing, executed by CO-PRODUCER and CITY. The cost, credit, liability or time extension resulting from changes in the services will be determined and shared in accordance with written agreement between the Parties.

2.10 CO-PRODUCER is responsible for obtaining paid sponsorships for local, state and national businesses to provide funding for the Festival.

2.11 CO-PRODUCER is responsible for leasing booths to vendors, community organizations and/or non-profits organizations to provide funding for the Festival.

CO-PRODUCER must ensure that only vendors promoting a diversity of products and/or services to the community are involved with the Festival. CO-PRODUCER must also ensure that a portion of the booths are made available for Monterey Park merchants, artistic and hand-crafted products. Further, CO-PRODUCER must ensure that booths selling products are placed so that they do not directly compete with affixed businesses located adjacent to such booths.

2.12 CO-PRODUCER must provide a layout to CITY with a total number of booths and or/tents. The configuration of all booths and tents, both externally and internally, must be approved by the Monterey Park Fire Department in its regulatory capacity.

2.13 CO-PRODUCER, except for otherwise indicated in this Agreement, is solely responsible for all expenses, costs, liabilities, and losses, incurred in furtherance of this Agreement and/or related to the Festival. CITY does not have any liability or responsibility for the payment of any losses suffered or liabilities incurred by the CO-PRODUCER arising from producing this event unless solely and directly caused by the CITY's or its officers, officials, employees and/or representatives willful or negligent act(s).

ARTICLE 3

RESPONSIBILITIES OF THE CITY

3.1 Robert Aguirre is the CITY's liaison regarding the subject matter of this Agreement.

3.2 CITY will provide full information regarding its requirements for the Agreement, and furnish CO-PRODUCER with any and all information, data, reports, maps, and records which are available within the offices of the CITY and are necessary for the performance by the CO-PRODUCER of the tasks and services in this Agreement at no cost to CO-PRODUCER.

ARTICLE 4
INTELLECTUAL PROPERTY LICENSES.

4.1 CITY grants to CO-PRODUCER an exclusive worldwide license during the term to market and promote the Festival name and any logo in any manner or media now known or hereafter devised ("Licensed Product"), including, without limitation, products embodying same.

4.2 CITY grants to CO-PRODUCER an exclusive license during the term to produce and operate the Festival within CITY's jurisdictional limits, but not elsewhere, in any manner whatsoever, provided that during the term. CITY will not grant to any other person or entity the right to produce and/or operate the Festival, whether in the CITY's jurisdictional limits or otherwise;

4.3 Pursuant to the Copyright Act of 1976, as amended, (17 U.S.C. §§ 101, *et seq.*) CITY and CO-PRODUCER will jointly retain the copyright and all other rights in and to the Logo and the Festival to be designed by CO-PRODUCER.

4.4 Other than in connection with the promotion, marketing and production of the Festival, CO-PRODUCER will not grant permission to others to use any logo without CITY's written permission, not to be unreasonably withheld.

4.5 If CO-PRODUCER learns of the substantial infringement of any copyright licensed under this Agreement, CO-PRODUCER will call CITY's attention thereto in writing and provide CITY with reasonable evidence of infringement. Neither party will notify a third party of the infringement without first obtaining consent of the other party, which consent will not be unreasonably denied. Both Parties will use their best efforts in cooperation with each other to terminate infringement without litigation. CO-PRODUCER will have no obligation to commence litigation in connection with any such infringement.

4.6 Legal action, as is decided on, will be at the expense of the party bringing suit and all damages recovered thereby will belong to the party bringing suit, but legal action brought jointly by CITY and CO-PRODUCER and fully participated in by both will be at the joint expense of the Parties and all recoveries will be shared jointly by them in proportion to the share of expense paid by each party.

4.7 Each party will cooperate with the other in litigation proceedings instituted hereunder but at the expense of the party bringing suit. Litigation will be controlled by the party bringing the suit, except that CITY may be represented by counsel of its choice in any suit brought by CO-PRODUCER.

ARTICLE 5
COMPENSATION

5.1 CO-PRODUCER must share Net Profit with CITY as follows:

Amount of Net Profit	Portion to CO-PRODUCER	Portion to CITY
$0 to $20,000	80%	20%
$20,001 - $30,000	75%	25%
$30,001+	70%	30%

"Net Profit" is calculated by subtracting CO-PRODUCER's expenses and costs associated with FESTIVAL event from total income (e.g. commissions from the carnival, the fees paid by vendors or merchants, or sponsorships) received by CO-PRODUCER. The necessity or the amount of said expenses and costs shall be solely determined by CO-PRODUCER.

5.2 CO-PRODUCER agrees to provide an expense and income statement to the CITY in sufficient detail to verify Net Profit generated from the Festival using common accounting practices. Such expense and income statement must be provided within 45 days of the ending date of the Festival for any one year. In addition, copies of various backup information, invoices, revenue receipts, etc, must be provided to the CITY at the same time the income and expense statement is provided. Income sources must include, without limitation, commissions from the carnival and the fees paid by vendors or merchants to attend the event, or sponsorships, etc.

5.3 CO-PRODUCER agrees to provide the CITY with advertising space in the World Journal publication to be utilized by BIDAC, Free of charge, twice during the two weeks prior to each year of the respective Monterey Park Lunar New Year Celebration Festival dates in 2018, 2019, and 2020; and twice, prior to each Christmas in 2018, 2019, and 2020.

5.4 The Parties agree that failure of CO-PRODUCER to timely provide the expense and income statement to CITY constitutes a default. Upon default, CITY must notify in writing to CO-PRODUCER and allow CO-PRODUCER a seven (7)-day grace period to cure the default. Should CO-PRODUCER fail to cure the default in the grace period, and CITY opts to not allow CO-PRODUCER to continue to provide the expenses and income statement, the Parties agree that this default will result in damage and injury to CITY. The Parties further agree, however, that actual damages incurred by CITY as result of such default is difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the Parties have negotiated and have agreed that for each calendar day during which such default occurs, that CO-PRODUCER will pay CITY, as and for liquidated damages, and not as a penalty, the sum of one hundred dollars ($100).

ARTICLE 6
TERMINATION OF AGREEMENT

6.1 Each Party may terminate this Agreement with or without cause upon providing the other Party fifteen (15) day written notice, but in no event later than December 15, 2018; December 14, 2019; December 13, 2020.

6.2 The Parties agree that each party shall assume responsibility for its own costs, expenses, losses, damages and/or other liabilities which the Party may sustain by reason of such termination.

ARTICLE 7
EMPLOYMENT PRACTICES OF THE CO-PRODUCER

7.1 In providing for the performance of the tasks and services required by this Agreement, the CO-PRODUCER cannot discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, or national origin.

7.2 The CO-PRODUCER must take affirmative actions to ensure that applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, or national origin.

7.2.1 Affirmative actions include, without limitation, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

7.2.2 These provisions must be included in any subcontract for the services provided under this Agreement awarded by the CO-PRODUCER.

7.2.3 The CO-PRODUCER will cooperate with the CITY in maximizing the utilization of minority business enterprises to complete any subcontract work under this Agreement.

ARTICLE 8
CONFLICTS OF INTEREST

8.1 No officer or employee of the CITY can have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure with the CITY or for a period of one (1) year thereafter. This section will survive termination of the Agreement.

8.2 The CO-PRODUCER covenants on behalf of itself and its employees, that it has, at the time of the execution of this Agreement, no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement, nor will it acquire any such interest at any time during such performance of services. The CO-PRODUCER further covenants that during the performance of this Agreement, no person, having any such interest may be employed by the CO-PRODUCER.

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

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

8.5 CO-PRODUCER cannot disseminate mailers, flyers, newsletters, magazines or any other written materials that exceed 200 in number that contain CITY COUNCIL member's names, pictures or likenesses except the CITY COUNCIL member's name may be listed in a letterhead format subject to approval by CITY. This provision specifically excludes any and all press releases, news articles, reporting coverage, magazine articles, and other feature articles that are authored by CO-PRODUCER reporting on the event.

ARTICLE 9
INSURANCE/INDEMNIFICATION

9.1 The CO-PRODUCER must procure and maintain, for the respective Monterey Park Lunar New Year Celebration Festival dates in 2018, 2019 and 2020, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the CO-PRODUCER'S performance. The cost of such insurance is borne by the CO-PRODUCER. CITY may terminate this Agreement for CO-PRODUCER's failure to procure and/or maintain the proper insurance.

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

Type of Insurance	Limits
Commercial general liability	$2,000,000
Professional Liability	$1,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement

9.3 Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form, or equivalent. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insured's" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess and non contributory. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

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

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

9.6 CO-PRODUCER will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A: VII."

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

9.8 All Coverages. Each insurance policy required by this clause must be endorsed to state that coverage cannot be cancelled except after thirty (30) days prior written notice by mail has been given to the CITY, or ten (10) days' notice if cancellation is due to nonpayment of a premium.

9.9 **INDEMNIFICATION. CO-PRODUCER agrees to the following:**

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

9.9.2 ***Indemnification for other Damages.*** **CO-PRODUCER for the respective Monterey Park Lunar New Year Celebration Festival dates in 2018, 2019 and 2020 indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees), injuries, or liability, solely and directly arising out of CO-PRODUCER's negligence or willful misconduct in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising directly out of CO-PRODUCER's negligence or willful misconduct, in the performance of this Agreement, CO-PRODUCER will defend CITY (at CITY's written request and with counsel reasonably satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.**

9.9.3 For purposes of this section "CITY" includes CITY's officers, officials, employees, and representatives.

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

9.9.5 The CO-PRODUCER acknowledges that it has fully informed itself of the contents and meaning of this hold harmless agreement, and has so executed it with full knowledge thereof, and that the terms are contractual and not a mere recital. These requirements also apply to any subcontractor whose hazards are not covered by the CO-PRODUCER'S insurance policies.

9.10 CO-PRODUCER agrees to obtain from all its subcontractors involved in this Festival, certificates of insurance evidencing coverage for general liability, workers compensations, and auto liability insurance and furnish to the CITY for verification. It is the CITY's responsibility to verify the certificate's authenticity, adequacy and validity. All Insurance endorsements must contain an additional insured endorsement naming the "CITY OF MONTEREY PARK, its elected and non elected officials, employees, and agents as additional insured's. Policy must apply on a primary basis. Any insurance or self-insurance, maintained by the city is non-contributory to contractor's policy."

ARTICLE 10
FORCE MAJEURE

10.1 Neither CO-PRODUCER nor CITY will be deemed to be in default if performance of the obligations required in this Agreement is delayed or becomes impossible because of any natural disaster, war, terrorist act, earthquake, fire, strike, sickness, inclement weather, accident, civil commotion, epidemic, act of federal, state, or local government (including CITY in its regulatory and police power capacity), its agencies or officers, or any other legitimate cause beyond control of the Parties.

10.2 On the occurrence of any such event as set forth in Section 10.1, or if CO-PRODUCER fails to perform any of the conditions of this Agreement, because of circumstances beyond the control of CO-PRODUCER and not induced or brought about by the unreasonable acts of CITY, then CITY may elect, by giving notice to CO-PRODUCER, to extend the term of the Agreement to conduct the Festival. In the event of any such extension, specific dates, periods, and time requirements referred to in the Agreement will be postponed or extended accordingly. The Parties will make a good faith effort to negotiate a new date, which must be within sixty (60) days of the original date.

10.4 The Parties agree that each party shall assume responsibility for its own losses expenses, and/or other liabilities that result from this Agreement being delayed or becoming impossible to perform because of any natural disaster, war, terrorist act, earthquake, fire, strike, sickness, inclement weather, accident, civil commotion, epidemic, act of federal, state, or local government (including CITY in its regulatory and police power capacity), its agencies or officers, or any other legitimate cause beyond control of the Parties. CITY has no duty or obligation to pay for any portion of any such losses, expenses, and/or other liabilities.

10.5 Section 5.2 above is not applicable if this Agreement is delayed or becomes impossible because of any natural disaster, war, terrorist act, earthquake, fire, strike, sickness, inclement weather, accident, civil commotion, epidemic, act of federal, state, or local government (including CITY in its regulatory and police power capacity), its agencies or officers, or any other legitimate cause beyond control of the Parties.

10.6 In accordance with Exhibit A, in particular Section 13 and Exhibit E regarding determination process, in the event of inclement weather, or other adverse conditions, the City Manager can make the final determination to postpone or cancel the Festival in his or her sole discretion which shall not be arbitrarily made.

ARTICLE 11
MISCELLANEOUS

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

The CO-PRODUCER understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of worker's compensation liability, solely employees of CO-PRODUCER and not employees of the CITY. The CO-PRODUCER is solely liable and responsible for furnishing any and all worker's compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CO-PRODUCER hereunder.

The CO-PRODUCER agrees to indemnify, defend with counsel acceptable to the CITY, and hold CITY harmless for any action or proceeding regarding CO-PRODUCER'S employee or agent's independent contractor status. The employees and agents of each party must , while on the premises of the other party, comply with all rules and regulations of the premises, including, without limitation, security requirements.

11.2 The CITY and the CO-PRODUCER each binds itself and its partners, successors, and assigns of to the other party to this Agreement and to the partners, successors and assigns of such other party with respect to all covenants of this Agreement. Neither the CITY nor the CO-PRODUCER can assign, sublet, or transfer its interest in this Agreement without the written consent of the other party.

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

11.4 The CO-PRODUCER may begin work upon receipt of the "Notice to Proceed" and diligently perform the services required of him/ her by this Agreement.

11.5 All documents, data, studies, drawings, maps, models, photographs and reports prepared by CO-PRODUCER under this Agreement are to be treated as the property jointly owned by CITY and CO-PRODUCER. CO-PRODUCER is permitted to retain all original copies of said documents and materials as desired, but will deliver copies of said all original materials to CITY upon CITY's written notice. CITY agrees that use of CO-PRODUCER 's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

11.6 Records of the CO-PRODUCER'S expenses pertaining to the Festival and the performance of all services under this Agreement, and records of accounts between the CITY and the CO-PRODUCER must be kept on a generally recognized accounting basis. Such records, in addition to employment, operating, and regulatory documents, must be available to the CITY or its authorized representative at mutually convenient times for inspection. The CO-PRODUCER must maintain all records for up to three (3) years after the termination of this Agreement.

11.7 CO-PRODUCER covenants that, during the term, it cannot use its name or funds, or permit or offer its name or funds, to be used in connection with the election, nomination, support or publicity endorsement or appointment of any officer of employee of (1) the CITY or any governmental agency in which the CITY area is included, or (II) any county, state or federal government agency. The CO-PRODUCER further covenants that it must refrain from participation in the distribution of pamphlets or handbills of any kind favoring or opposing any candidate for election to any public office or to the office of any equal quasi-public agency.

11.8 For any agreement with a subcontractor or other person or entity hired for this Festival in an industry or trade where workers compensation insurance is generally recommended, CO-PRODUCER agrees that such agreement must include a requirement that the subcontractor or other person or entity provide general liability insurance and workers compensation insurance naming as additional insureds the Parties to this Agreement. For trades or industries where workers compensation insurance is not the norm, CO-PRODUCER agrees that such agreement must, at a minimum, include a requirement that the subcontractor or other person or entity provide general liability insurance. The determination as to what trades or industries generally recommend workers compensation insurance is left to the sole discretion of the CITY. CO-PRODUCER agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein. Nonetheless it is the CITY's responsibility to verify the certificate's authenticity, adequacy and validity. CO-PRODUCER agrees to require that no contract used by any subcontractor will reserve the right to charge back to

CITY the cost of insurance required by this Agreement. CO-PRODUCER agrees that upon request, all agreements with subcontractors or others with whom CO-PRODUCER contracts with on behalf of CITY will be submitted to CITY for its review. This is not applicable to the agreements or contract strictly between CO-PRODUCER to verify the certificate's authenticity, adequacy and validity and its subcontractors or others. Failure of CITY to request copies of such agreements will not impose any liability on CITY, or its employees.

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

11.10 If there is a conflict between Services Documents, the highest in precedence controls. The precedence is from highest to lowest in precedence:

1. Permits from other agencies as may be required by law;

2. The body of this Agreement; and

3. Exhibit A and Exhibit E to this Agreement, entitled the Lunar New Year Concept.

11.11 Whenever it is necessary for either party to serve notice on the other respecting this Agreement, such notice must be served by personal delivery or by certified mail addressed to the following addresses, unless and until different addresses may be furnished in writing by either party to the other, and such notice is deemed served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and is valid and sufficient service of notice for all purposes:

CITY

Robert Aguirre Ph: (626) 307-1390
Recreation and Community Services Department
City of Monterey Park
320 West Newmark Ave.
Monterey Park, CA 91754

CO-PRODUCER

Konan Tien Ph: (323) 859-8991
World Journal LA, LLC
1588 Corporate Center Dr.
Monterey Park, CA 91754

11.12 CO-PRODUCER cannot make changes in the services or perform any additional work or provide any additional material under this Agreement without first obtaining written authorization from CITY for additional work or materials. Additional labor or materials provided without authorization is done at CO-PRODUCER'S risk and without payment.

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

11.14 CO-PRODUCER agrees that it will not engage in any activity that is substantially similar to the for the respective Lunar New Year Celebration Festival, that will compete directly with the Festival during the term of this Agreement.

11.15 Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

11.16 The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement. This Agreement may be modified by written amendment signed by the Parties. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

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

11.18 The Parties agree that the Festival name, logo(s), website domain, vendor list, sponsor list, all forms created on behalf of the Festival are jointly owned by CITY and CO-PRODUCER.

11.19 CITY and CO-PRODUCER agree to attempt to settle any claim, dispute or controversy arising from this Agreement through consultation and negotiation in good faith and in a spirit of mutual cooperation. If those attempts fail, the dispute may be mediated by a mediator chosen jointly by CITY and CO-PRODUCER within thirty (30) days after notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. CITY and CO-PRODUCER will share the cost of the mediation equally. The parties may agree to engage in some other form of non-binding alternate dispute resolution ("ADR") procedure in lieu of mediation. Any dispute that cannot be resolved between the parties through negotiation or mediation within two months after the date of the initial demand for non-binding mediation may then be submitted to a court of competent jurisdiction in the County of Los Angeles, California.

11.20 This Agreement supersedes any and all other Agreements either oral or in writing, between the Parties and with respect to the subject matter herein. Each Party to this Agreement acknowledges that this document comprises the entire Agreement between the above Parties with respect to the subject matter of this Agreement and no other promises, statements or representations have been made to any Party to this Agreement other than those contained herein. Any modifications of this Agreement is not valid unless in writing and signed by all Parties.

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

CITY OF MONTEREY PARK	**WORLD JOURNAL LA, LLC**
__________________________	__________________________
Ron Bow City Manager	James Kuo President
Date: ______________________	Date: ______________________

ATTEST:

____

Vincent Chang,
City Clerk

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

By: __________________________
Karl H. Berger, Assistant City Attorney

City Council Staff Report

DATE: August 16, 2017

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

TO: The Honorable Mayor and City Council

VIA: Ron Bow, City Manager

FROM: Tom Cody, Director of Human Resources and Risk Management

SUBJECT: Adoption of a Resolution of the City Council of the City of Monterey Park, California Approving and Adopting the Memoranda of Understanding between the City and the Monterey Park Mid-Management Association fixing the rate of compensation and other terms and conditions of employment for represented employees for the term July 1, 2017 to June 30, 2019.

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt a Resolution approving implementation of a Memoranda of Understanding between the City of Monterey Park and the Monterey Park Mid-Management Association (MMA);
2. Authorize the expenditure of $167,684 for the 2017-2018 fiscal year, and amend the 2017-2018 Budget accordingly; and
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Representatives of the City of Monterey Park have met on numerous occasions with representatives of the Monterey Park Mid-Management Association (MMA) regarding wages, medical, dental and vision benefits, annual personal leave cash out provisions, educational incentive allowances, longevity and other terms and conditions of employment. The results of these negotiations are contained in the attached Memoranda of Understandings (MOU's), which are being presented to the City Council for approval and adoption of an implementing Resolution.

A summary of the MOU provision includes:

- A 3% salary increase in both years of the two year 2017-2019 agreement based on the classification salary table, with Council approval of the MOU.
- Increases city medical plan contribution of $250 over the two year proposal ($125 each year for each member).
- Increases city vision and dental contributions. Increase of $14 for vision and $20 increase over the two year proposal for each member.
- Increase of an average of $50mo for education incentive pay and slight increase to tuition reimbursement cap.
- Increase Accrued Leave pay-outs at current compensation level.

- New longevity compensation ($100) in the 21th year of continuous city service and increase of $150 in the 26th year of employment with the City of Monterey Park.
- Total 2-year contract cost is: $459,814.

BACKGROUND:

The 2015 – 2017 MOU's expired on June 30, 2017. The provisions of the MOU continue until a successor MOU is approved.

The MMA Group represents 23 employee members and has received no salary schedule increases or cost of living adjustments since 2010 and this MOU represents their first salary increase since that time. The City successfully endured fiscal difficulties and challenges for nearly the past decade due to the gripping economic recession as well as increased costs for retirement, insurance and other municipal services The impact in Monterey Park beginning in 2010 resulted in a 17% layoff of miscellaneous employees and a 43 month 10% furlough for the remaining approximately 161 miscellaneous employees. The MMA Association members were the group most affected by these layoffs.

These negotiation results represent direction given to staff during the negotiations process.

FISCAL IMPACT:

These negotiated changes Mid-Management MOU's represent a total first year cost (fiscal year 2017-2018) of approximately $167,684 to be allocated among the General Fund reserves and various City fund reserves. The second year cost (fiscal year 2018-2019) will be approximately $292,130.

Respectfully submitted by:

Tom Cody
Director of Human Resources and
Risk Management

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Monterey Park Mid-Management Association MOU
2. MOU Resolution

ATTACHMENT 1

MMA MOU

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK MID - MANAGEMENT ASSOCIATION

July 1, 2017 – June 30, 2019

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MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK MID - MANAGEMENT ASSOCIATION

July 1, 2017 – June 30, 2019

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK MID - MANAGEMENT ASSOCIATION

PREAMBLE

This memorandum of understanding (MOU) has been prepared in accordance with the California Government Code (Section 3500 et seq.). The City of Monterey Park, California, hereinafter referred to as the "City", and the Monterey Park Mid-Management Association, hereinafter also referred to as the "Association" or MPMMA," have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith.

ARTICLE 1: SCOPE OF MEMORANDUM OF UNDERSTANDING

It is the intent and purpose of this MOU to assure sound and mutually beneficial working and economic relations between the parties to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth the basic and full agreement between the parties concerning wages, hours of employment, and other conditions of employment.

ARTICLE 2: RECOGNITION

The City hereby acknowledges the Monterey Park Mid-Management Association as the representative for the Mid-Management employees of the City of Monterey Park, California, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

This MOU shall cover all Mid-Management employees as outlined in Addendum

ARTICLE 3: CITY RESPONSIBILITIES AND RIGHTS

A. To ensure that the City is able to carry out its statutory functions and responsibilities, the following matters will not be subject to the terms of this MOU but shall be within the exclusive discretion of the City: to select and determine the number and types of employees required; to assign work to employees in accordance with the requirements determined by the City; to establish and change work schedules and assignments; to hire, transfer, and to promote or to lay off employees for lack of work and for all other legitimate reasons; to suspend, discipline, or discharge employees for just cause; to expand or diminish services; to subcontract for any work or operations; to determine and change methods of operations; to determine and change, at its sole discretion, the number of locations, relocations and types of operations and the processes and materials to be employed.

B. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with representatives of the Association, upon request by the Association, regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding, Personnel Rules and Regulations or Salary Resolutions.

ARTICLE 4: EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES

A. During the term of this MOU, all employees, as described above in Article 2, shall have the right to join the Monterey Park Mid-Management Association, or to refuse or refrain from joining said organization.

B. Subject to Section F, below, members of the Association may, by any reasonable method, select four (4) employee members to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during the regular duty or work hours, without loss of time, provided:

1. That no employee representative shall leave duty, work station or assignment without specific approval by an authorized departmental management official.

2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with, or interruption of, assigned work schedules or work performance.

C. The City will deduct dues and/or initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization cards.

D. Deductions, as authorized in writing by the employee, shall be deducted from earned wages on each payday of each month. The City shall forward to the Monterey Park Mid-Management Association, at each pay period, all dues and/or initiation fees deducted from the employees.

E. Representatives of the Association, after permission by the Department Director or his/her designated representatives may enter City properties for the sole purpose of transacting business of MPMMA; provided, however, that such business does not interfere with the work or training of the employees or City operations. If, however, said parties are not available, then permission must be obtained from the City Manager or his/her designated representative.

F. Pursuant to Government Code Section 3505.3, the City shall allow a reasonable number of City employee representatives of the Association reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the City on matters within the scope of representation. Therefore, the parties agree that no more than four (4) Association representatives shall be deemed a reasonable number of representatives that shall be provided reasonable time off to engage in the meet and confer process with representatives of the City. However, the Department Director(s) or his/her designee(s) has authorization to deny use of release time by any Association representative when, in the sole judgment of the Department Director(s), release of the representative(s) may reasonably be expected to cause or contribute to an unreasonable delay in the provision of services on behalf of the Department.

G. Release of representatives of the Association to participate in non-meet and confer activities of the Association, such as grievance representation and participation in Association meetings during scheduled work hours shall be governed by the release rules and regulations set forth in paragraph F, above. However, City representatives may confine non-meet and confer related release time to less than four (4) Association representatives. The number of employees to be released in such circumstances shall be at the sole discretion of the City representative.

H. Any Association representative validly participating in Association activities during the employee's scheduled hours of work shall suffer no deduction in compensation as a result of participation in the Association activities. However, participation in Association activities shall not be considered as time worked and shall not entitle any Association representatives to overtime or other compensation in excess of that regularly paid to the employee.

I. A written list of the Officers of the Association and the Employee Representatives shall be furnished to the Director of Human Resources and Risk Management immediately after their designation and the Association shall notify the Director of Human Resources and Risk Management promptly in writing of any changes of such Officers or Representatives.

ARTICLE 5: COMMUNICATIONS

Space shall be provided on City bulletin boards for the posting of the following notices of immediate concern to the employee organization members including, but not limited to, the following:

1. Association recreational and social activities.
2. Association election notices and results.
3. Association meetings and events.

ARTICLE 6: CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

A. The Association hereby agrees that during the term of this MOU, and while negotiating a successor agreement, the employees of the City, as set forth in Article 2, Addendum A, the officers and/or agents of the Association shall not engage in, encourage, sanction, support, authorize, or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignations, mass absenteeism, picketing, or any other intentional interference of work of the City.

B. In the event any employee, or employees, participates in any such activities as set forth above, the Association shall notify such employee, or employees so engaged, to cease and desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.

C. The employee, or employees, participating in such activities as set forth in Sections A and B above shall be subject to disciplinary action by the City, including suspension or discharge, in accordance with the City's Personnel Rules and Regulations.

ARTICLE 7: GRIEVANCE PROCEDURE

Except as modified herein, the Grievance Procedure shall be governed by Personnel Rule XV, Disciplinary Proceedings, Sec. 6, Grievances, which is outlined as follows:

The presentation and hearing of all employee grievances shall be governed by the following rules:

A. A grievance shall be defined as an alleged violation of a specific provision of this Memorandum of Understanding, the City Personnel Rules and Regulations, or of the Rules and Regulations validly propagated by any department within the City, or State Law governing conditions of employment. The grievance procedure shall not be utilized by an employee to contest the content of a performance evaluation, verbal or written reprimands, or other documentation regarding the employee's work performance, which is not defined as "disciplinary action" by Rule XV of the City Personnel Rules and Regulations.

Discipline shall be imposed in such a manner as to not violate the FLSA withs regard to "exempt" employees.

B. All grievances shall be filed in writing with the immediate supervisor of the person aggrieved within fifteen (15) calendar days after the employee knows, or in the exercise of reasonable diligence, would have known, of the occurrence in question.

C. Written notice of disposition of the grievance shall be filed with the next higher administrative authority by the supervisor with whom the grievance was originally filed. Such notice shall be filed within fifteen (15) calendar days of the original filing of the grievance.

D. If satisfactory redress is not obtained by the employee from the immediate supervisor, the grievance may be appealed in writing through the normal administrative organization: that is, first to the Division Manager; second, the Department Director and third, the City Manager. In each case, a written notice of disposition must be forwarded to the grievant and to the next higher authority within fifteen (15) calendar days of receipt of the employee's written grievance.

E. The City Manager shall be the final authority in all cases except those in which a violation of the Personnel Ordinance or Rules is alleged. The City Manager shall forward notice of disposition of such grievance to the grievant within fifteen (15) calendar days of receipt of the employee's written grievance.

F. In the case of those grievances in which a violation of the Personnel Ordinance or Rules is alleged, an employee may appeal to the Personnel Board after the procedures set forth above have been exhausted.

Such appeals will be filed in writing with the Director of Human Resources and Risk Management who will cause them to be brought to the attention of the Board. The Board will review such appeals and determine whether an investigation and/or hearing should be held. This preliminary consideration of an appeal will not constitute a hearing by the Board. Within ten (10) calendar days after concluding a hearing pursuant to this section, the Personnel Board shall certify its findings and decision in writing to the City Council, to the City Manager, and to any other official from whose action the appeal is taken, and to the affected employee.

Recommendations by the Board for redress of grievances will be addressed to the City Manager and shall be advisory in nature.

ARTICLE 8: OVERTIME

Except as modified herein, overtime for eligible non-exempt managers/supervisors shall be governed by Personnel Rule V. Compensation, Sec. 3 Overtime, Sec. 3a General Government Employees, which is outlined as follows:

A. Work Period Defined - Work performed in excess of forty (40) hours per work period shall be classified as overtime work. A work period is a regular recurring period of 168 hours in the form of seven consecutive 24-hour periods.

1. The work period for employees working a regular 5/40, Monday through Friday schedule begins on Saturday at 0001 hours and terminates at the end of the following Friday at midnight. Work performed during the work period includes vacation, sick leave, holiday, and compensatory time off, provided that they do not fall within a workday when work is actually performed. A workday is a regular recurring period of eight hours within a twenty-four hour period. For shift workers, the work period shall be

defined in such a manner as to comply with FLSA work period requirements.

2. The work period for employees working a "9/80" work schedule shall be defined in such a manner as to comply with FLSA work period requirements. The "9/80" schedule provides eighty (80) scheduled hours in a 14 day (two week) cycle where (1) one week the employee works four 9-hour workdays and one 8-hour workday, and (2) the subsequent week consists of four 9-hour workdays with one day off. The work period for FLSA overtime purposes shall be established as four hours into the shift of the eight-hour day and in such a manner that no consecutive seven-day (168 hour) period shall exceed forty (40) hours. Management shall maintain the right to schedule employees' workdays, start and end times, and establish FLSA work periods.

B. Overtime worked shall be compensated by either compensatory time off at a time requested by the employee, and agreed to by the Department Director, equal to one and one-half times the time worked, or by cash payment of one and one-half times the employee's regular hourly rate.

C. Emergency work shall be paid at the rate of two hours pay for the first hour worked, or any portion thereof, and time and a half for all time worked in excess of one hour. In lieu of such payment, the employee may receive compensatory time off of not less than two hours off for the first hour worked and time and a half hours off for work in excess of one hour, if the employee requests time off and the request is approved by the employee's Department Director. "Emergency work" is work performed by an employee at a time other than the employee's regular working hours to deal with a sudden and unexpected turn of events calling for immediate action in response to a call for such work by a Department Director or any other person so authorized by the City Manager.

D. An employee required to work a scheduled or planned call back shall be credited with a minimum of two hours of work if the call back assignment requires less than two hours.

E. Accumulated compensatory time off in excess of forty (40) hours will be paid off in cash on the first payroll date following December 1 of each year.

F. Non-Exempt employees who are regularly scheduled to work on a holiday or who are assigned to work on a holiday because of a foreseeable City need for their services, shall receive time and one-half payment for the holiday worked and accrue eight (8) hours holiday time (i.e., Special Event requirements, parades, etc.). Exempt employees who are assigned to work on a holiday shall receive straight time pay in addition to accruing 8 hours holiday time.

ARTICLE 9: ADMINISTRATIVE LEAVE

A. Administrative leave shall only be given to positions that are FLSA exempt and are, therefore, not eligible for overtime.

B. During the term of this agreement, FLSA exempt employees, who are regularly required to attend evening meetings or work additional hours, shall receive 40 hours of Administrative Leave, each July 1st, in addition to flex time for extraordinary assignments. One employee holding the position of Recreation Superintendent will receive an additional sixteen (16) hours of administrative leave (for a total of 56 hours) per year. Administrative Leave shall have no monetary value, nor shall it be carried over from one fiscal year to the next.

1. FLSA exempt employees who have been designated by their Department Director, with the approval of the City Manager, may receive an additional 16 hours each fiscal year of Administrative Leave. This additional Administrative Leave shall be granted utilizing the following criteria: employee is regularly required or expected to attend City Council, City Commission or other City related functions that occur after normal business hours and/or the Department Director determines that the employee is consistently required to work hours beyond the normal business hours to the extent that the additional hours are justified.

2. Effective October 1, 2011, any current Administrative Leave hours shall be moved into a separate account and shall be subject to existing provisions for use and cash out upon retirement.

C. The times during the fiscal year at which an employee may take his/her administrative leave shall be determined by the Department Director with due regard for the wishes of the employee and the needs of the service. Eligibility for this leave shall not be predicated upon first having all vacation and sick leave exhausted. Administrative leave may be utilized at any time during the fiscal year.

D. Employees requesting to utilize their administrative leave shall complete a Leave of Absence request form and forward the approved form to payroll. The Management Services Department shall maintain records of accrued administrative leave hours and the Human Resources Department shall maintain records of FLSA exempt employees eligible to earn or utilize administrative leave time in conformity with the guidelines set forth within this Article.

ARTICLE 10: VACATION

A. Accrual of, and eligibility to utilize, vacation shall commence upon date of employment.

B. Effective September 30, 2012, earned vacation shall not be accumulated in excess of 500 hours. Any hours in the member's vacation account on September 30, 2012 in excess of 300 hours was placed in a separate bank for future use, (i.e.- actual vacation time, cash out, as authorized, or it may remain in the bank until the employee retires, with no requirement to use this time prior to using the employee's primary bank).

C. It is the intent and purpose of this vacation policy that all unit members avail themselves of accrued vacation time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of any given department may periodically impact the ability of a unit member to utilize any or all of his/her annual vacation accrual. Therefore, it is the policy of the city that no unit member may accrue greater than 500 vacation hours. Upon accrual of 500 vacation hours after September 30, 2012, no unit member shall accrue any additional vacation hours nor be compensated for any vacation hours in excess of 500 unless and until utilization of accrued vacation time results in the employee's vacation account totaling less than 500 hours.

D. In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave.

E. The times during the calendar year at which an employee may take his/her vacation shall be determined by the Department Director with due regard for the wishes of the employee, the employee's accumulated vacation credits, and with particular regard for the needs of the service.

F. At the sole discretion of the City Manager, special consideration may be given to an employee's written request to accumulate vacation credits in excess of the maximum allowable vacation balance of 500 hours. Only in exceptional circumstances shall an employee be allowed to exceed the maximum vacation accrual. Any approval to accrue in excess of the accrual cap requires a written request from the Department Director to the City Manager stating that the employee will not be authorized to utilize vacation prior to reaching the accrual cap because of Department staffing requirements.

G. Upon commencement of employment, vacation leave with pay shall be granted each regular employee at the rate of 80 hours each year.

Additional Vacation - Additional vacation leave with pay shall be granted each regular employee at the rate of 8 hours each year, beginning with the commencement of the employee's sixth (6th) anniversary until the accrual is 200 hours per year. Maximum vacation accrual per year (basic plan plus additional vacation days) is 200 hours.

ARTICLE 11: SICK LEAVE

A. Sick leave with pay shall be granted to every full time employee who has been continuously employed for a period of time in excess of 30 days. Such sick leave shall be granted by the appointing authority at any time after 30 days of employment at the rate of 7.33 hours per month (88 hours per year) for each full calendar month of continuous employment with the City, including time served in a probationary status.

B. Sick leave is paid leave from work that can be used for the following purposes:

(a) diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; or

(b) for an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

For full time employees, one-half of the employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated above. However, the City permits that a total of forty-eight (48) hours of sick leave may be used per calendar year for family sick leave purposes.

E. Sick usage shall first be deducted from Bank No. 2.

F. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor, or the Director of Human Resources and Risk Management, prior to the time set for the beginning of his/her daily duties or as specified by the Director of his/her department. A supervisor may require an employee to submit a physician's statement of illness or other satisfactory verification of illness after three days absence for illness. Following three (3) days of absence, a supervisor may require of the employee that they submit a health care provider's certificate indicating they are capable of returning to duty.

G. The City Manager may, at any time, in order to receive further information with respect to the competency of the employee to perform his/her job duties, require such employee to submit to a medical examination, either physical or mental, at the expense of the City.

Refusal of an employee to submit to such medical examination will constitute insubordination and grounds for disciplinary action.

H. Sick Leave Reimbursement Plan – Subject to the changes described in paragraph D above, the City shall continue the plan for reimbursement of the unused balance of accrued sick leave earned prior to October 1, 2011, in the following manner:

SICK LEAVE BANK NO. 1:

1. Upon service or disability retirement of an employee, the City will pay to the employee an amount equal to 50% of the individual employee's accumulated sick leave account in Bank No. 1. In addition, the City contracts with PERS for the Sick Leave Credit option.

   a. Upon death of an employee prior to retirement, the City will pay to the employee's designated beneficiary, an amount equal to 50% of the employee's accumulated sick leave balance in Bank No. 1

SICK LEAVE BANK NO. 2:

2. Effective October 1, 2011, sick leave for all bargaining unit members shall be "capped" at 800 hours in Sick Leave Bank No. 2. Employees who retire with more than 10 total years of city service shall be eligible to "cash out" accrued sick leave in the "new" sick leave account at the rate of 12 hours for each one year (12 full months) of city service. City service, for the purposes of determining how many hours an employee would be eligible to cash out, shall be calculated beginning with October 1, 2011.

3. Effective July 1, 2000, upon voluntary resignation, the City will pay to the employee an amount equal to 25% of the employee's accumulated sick leave balance, provided that the employee's sick leave utilization rate has not exceeded 33% of the annual accrual rate in the preceding five years, excluding sick leave hours cashed out pursuant to the provisions of this MOU, utilized for donations or membership in the Catastrophic Leave Bank.

I. Catastrophic Leave Bank. Effective July 1, 2005, all regular employees covered by this Agreement will be enrolled in the Catastrophic Leave Bank as described in Administrative Policy 30-10. The City will annually contribute eight (8) hours of sick leave on behalf of each eligible employee. Probationary employees are not eligible for participation in the Catastrophic Leave Bank program, but will be enrolled upon completion of probation.

ARTICLE 12: CASH OUT OF ACCRUED LEAVE

Association members may elect to annually, during any fiscal year, cash out up to one hundred forty-five (145) hours per year of either vacation, sick, and holiday leave or a combination thereof. Sick leave eligible for cash out shall be from Sick Leave Bank No. 1, as described in Article 11 above. Hours accumulated in Sick Leave Bank No. 2 shall be eligible for the annual cash out provided that eighty (80) hours would remain in the bank after the cash out is processed.

Cash out of accrued time shall be at the employee's option. Requests for cash out are to be submitted in a manner prescribed by the City.

ARTICLE 13: BEREAVEMENT LEAVE

A. Each employee covered by this agreement may be granted bereavement leave at the discretion of the employee's Department Director whenever death occurs to a member of the employee's immediate family. Bereavement leave may not exceed three (3) working days, however, if travel outside the State of California, or within the State of California, but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to a total of five (5) working days. Bereavement Leave shall be charged to a separate, paid leave account.

B. Immediate family, for the purpose of bereavement leave, shall include: spouse, registered domestic partner, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother, brother-in-law, sister or sister-in-law of the employee.

ARTICLE 14: MILITARY LEAVE

Military Leave of Absence shall be granted in accordance with provisions of the City of Monterey Park's Personnel System Rules and Regulations, Administrative Policy 30-14 and as defined in Section 395 et. seq. of the Military and Veteran's Code of the State of California.

An employee who is granted either a temporary military leave or other military leave while serving a probationary period must complete the remainder of the probationary period upon his/her reinstatement. The leave period will not reduce the length of the probationary period or offset any portion of the probationary period.

ARTICLE 15: JURY DUTY

A. An employee of the City who is required to participate as a juror or required to participate in the jury selection process, shall be paid up to and including ten (10) days of salary and benefits during each fiscal year while engaged in such activities. Compensation shall extend beyond ten (10) days only upon provision to the City of a certified court document showing that trial counsel and/or the court estimated the trial for which an employee has been selected as a juror, to be of ten (10) or less days in duration.

B. Under such circumstances, the employee shall receive his/her regular salary while on such leave, provided that the employee remits to the City any payments or fees received as a witness. The employee shall be allowed leave with pay during the period of such service. While the employee is receiving his/her salary, any court or State jury fees, exclusive of mileage reimbursement, shall be remitted to the City by the employee.

C. The employee shall advise the Director of Human Resources and Risk Management upon receiving a court order to appear for the initial examination as a prospective juror or subsequently to serve as a juror. The granting of such leave with pay shall be subject to the approval of the City Manager.

ARTICLE 16: LEAVE OF ABSENCE

Leave of Absence shall be governed by Personnel Rule XI, Attendance and Leaves, Sec. 4, Leave of Absence, of the Personnel Rules and Regulations of the City of Monterey Park which is outlined as follows:

A. The City Manager may grant a regular employee leave of absence without pay for a period not to exceed ninety (90) days.

B. No such leave shall be granted except upon written request of the employee.

C Approval shall be in writing and a copy filed with the Director of Human Resources and Risk Management.

D. The City Council may grant a regular employee leave of absence without pay for a period not to exceed one year.

E. Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge.

ARTICLE 17: HOLIDAYS

A. Municipal offices, including the Library, and with the exception of the Police and Fire Department facilities, shall be closed on the following holidays:

New Year's Day	Labor Day	Day after Thanksgiving
Washington's Birthday Third Monday in February	Veteran's Day	Christmas Eve Day
Martin Luther King, Jr. Third Monday in January	Independence Day	Christmas Day
Memorial Day Last Monday in May	Thanksgiving Day	New Year's Eve Day

Represented employees shall receive one floating holiday. Holiday hours shall be accrued during the pay period in which the holiday occurs.

All designated holidays are nine (9) hours in duration and employees will receive nine hours credit in the employee's holiday bank, or if a holiday lands on a Saturday or Sunday, the employee's holiday bank shall be credited eight (8) hours as described in the following paragraph.

Effective April 1, 2014, members shall be afforded thirteen (13) holidays. One floating holiday will be eliminated in exchange for the City implementing holidays capped at nine (9) hours credit. Any employees working a shift in excess of nine hours will use their vacation or holiday leave balance to account for their full shift for a holiday.

B. The employee shall be subject to two (2) separate holiday accumulation banks, each of which shall consist only of floating holidays. The first holiday bank (Bank No. 1) shall consist of those floating and/or minimum staff day holidays not utilized during the fiscal year 1992/93, and the total number of holidays accrued on or before June 19, 1993. The number of holidays contained within this Bank No. 1 shall not increase.

C. The maximum "holiday" accrual shall be eighty hours. Upon reaching the maximum, no additional hours will accrue to the employee.

D. Holiday usage may be deducted from either of the above two (2) banks.

E. Library employees, who are required to work a Saturday on a three-day weekend , in order to keep the Library open, shall accrue compensatory time off for actual time worked at a straight time rate.

F. Employees must be on paid status on both the workday prior to, and the workday following the holiday, in order to receive compensation for the holiday. An employee on vacation, sick leave, or other paid leave of absence is considered to be in a paid status and, therefore, would receive compensation for the holiday.

Employees who are regularly scheduled to work on a holiday or who are assigned to work on a holiday because of a foreseeable City need for their services, shall receive time and one-half payment for the holiday worked and accrue nine (9) hours holiday time, or if a holiday lands on a Saturday or Sunday, the employee's holiday bank shall be credited eight (8) hours (i.e., Special Event requirements, parades, etc.). Refer to Article 9, Section C above for employees who are required to work Emergency Call Back.

Should a holiday fall on an employee's regularly scheduled day off, that employee shall receive nine (9) hours holiday time, or if a holiday lands on a Saturday or Sunday, the employee's holiday bank shall be credited eight (8) hours subject to the maximum accrual provisions of this Article.

ARTICLE 18: AUTHORIZATION TO UTILIZE PAID LEAVE TIME

Each unit member's Department Director or his/her designee shall have sole discretion to approve or deny an employee's request to take paid leave time off (i.e. vacations, etc.). The Department Director's determination shall be based upon the service needs of the City and the leave request may be denied by the Department Director if he/she determines that utilization of leave time off will or may have a negative effect on provision of services.

ARTICLE 19: ACTING ASSIGNMENTS

Acting assignments shall be filled in the following manner (to the extent that this Article is inconsistent with the City Personnel Rules, this Article shall prevail):

A. Need for Acting Assignments - To assure the orderly performance and continuance of municipal services, the City may be required to temporarily upgrade employees on acting basis to positions of a higher classification. For the purposes of this Article, it is understood that acting assignments may be required in order to temporarily fill position classification vacancies, which may exist for any of the following reasons:

1. A position classification is permanently vacant and is scheduled to be filled by a regular full-time employee and a limited period of time is required in order to proceed with and complete the normal appointment procedure.

2. A position classification is temporarily vacant although, permanently filled, because the regular employee is on an approved paid or unpaid leave of absence.

It is not the intent of the City to circumvent or avoid the normal employment or promotion process and therefore, the City shall make every possible and reasonable effort to fill vacancies in a most expeditious manner and to keep the need for such acting assignments to a minimum.

B. Selection for Acting Assignments - The selection of an employee for acting assignments shall be at the sole discretion of the Department Director or his/her designee, taking into consideration the requirements of the position to be filled and the qualifications, job performance, and seniority of those employees eligible for the acting assignment. No persons shall be appointed to an acting assignment either when on probation or into a position classification more than one class level above his or her regular class in those instances where such an assignment would result in the acting employee being in a supervisory position in relation to an employee who is regularly the acting employee's supervisor. If a person is appointed to an acting assignment in a position classification more than one class level above his or her regular class and if during the term of said acting assignment, the vacant class level immediately below the acting position is filled, then the acting assignment shall terminate with the employee being restored to his/her regular position.

C. Pay for Acting Assignments - Acting pay shall be authorized when an employee is acting in a higher level position commencing with the start of the thirtieth consecutive working day that the employee is acting in the higher level position and paid retroactively to the first day of the acting assignment. Acting pay shall be authorized at Step 1 of the position classification to which the acting assignment is made, provided that Step 1 is at least 5% higher than the base salary of the employee's regular assignment. If Step 1 is less than 5% greater, the acting appointment will be made at the first step which is greater than 5%, but is less than 10% above the base salary. No changes in employee benefits shall be granted to employees in acting assignments.

D. Status of Employee in Acting Assignment - Time served in an acting assignment shall not be credited towards completion of a probationary test period in the acting position. Time served in an acting position shall not alter the employee's anniversary date. If the acting employee would have been eligible for a merit increase had the acting appointment not been made, the employee shall remain eligible for such merit increase with the employee's performance in both the regular and acting positions being considered.

E. Duration of Acting Assignment - Absent exigent circumstances, a position in the competitive service shall not be filled in an acting capacity for more than six (6) consecutive months. The City shall meet and consult with the Association prior to any extension of an acting appointment beyond six months and at mutually agreeable intervals thereafter, during continuation of the acting assignment.

ARTICLE 20: BILINGUAL PAY

A. Bilingual Pay (Interpretation)

1. Association members who are capable of speaking, interpreting and, on an occasional or sporadic basis, providing limited general translation for routine correspondence (i.e., constituent letters, resident suggestions/complaints, newspaper articles, etc.) in a foreign language, as deemed useful by the City, shall receive $50.00 per month bilingual skill pay in addition to his/her regular salary.

2. The City shall establish qualifying tests to determine bilingual capability and certification. Employees who become eligible for bilingual pay may be required to recertify their eligibility every four years.

3. To be eligible for bilingual pay, the employee must routinely and regularly use his/her translation and interpretation skills in the performance of his/her regular duties that includes customer service and public contact. Should the employee's duties change such that the use of bilingual skills is no longer

required, the bilingual skill pay shall cease. Eligibility for bilingual skill pay is subject to the approval of the Department Director and Human Resources Director and their decision is not subject to appeal. Further, the number of employees to be approved as qualified to translate in any language shall be at the sole discretion of the City and such determination is not subject to any appeal.

B. Bilingual Pay (Transcription)

1. All confidential employees who are certified as bilingual pursuant to Section A above and are qualified to perform formal translation of City documents (i.e. forms, brochures, press releases, etc.) and are routinely requested to translate documents utilized in the conduct of City business for City departments, will receive fifty dollars ($50) per month bilingual translation skill pay. The number of employees so qualified to translate in any language shall be determined at the sole discretion of the City. Employees may make application for translation certification through the Human Resources Department. The certification process shall consist of such tests as determined by the Human Resources Department. Recertification may be required every four years.

C. Combined Bilingual Pay

1. Unit employees who are certified as bilingual pursuant to A.1 and are qualified to perform both verbal and formal translation of City documents (i.e. forms, brochures, press releases, etc.) and are routinely requested to translate documents utilized in the conduct of City business for City departments, will receive a combined $150 for bilingual verbal and written translation in lieu of Section A and Section B above. The number of employees so qualified to translate in any language shall be determined at the sole discretion of the City. Employees may make application for translation certification through the Human Resources Department. The certification process shall consist of such tests as determined by the Human Resources Department. Re-certification will be required on biennial basis.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) – Bilingual Premium.

ARTICLE 21: UNIFORM ALLOWANCE

A. Regular Employees - Employees who are required to wear uniforms, and who receive a full clothing issue pursuant to section B of this Article, will be paid an annual uniform allowance of $300.00 per year. Uniform allowance is paid monthly.

The parties agree that this is special compensation and shall be reported as such to CalPERS for "classic members", to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(5).

1. Personnel assigned to the Auto Shop, who are required to wear a uniform, shall not receive a uniform allowance but, in lieu, uniforms will be provided and maintained through a uniform service vendor. Selection of uniform service vendor and uniform articles shall be at the sole discretion of the City.

2. Employees receiving uniform allowance payments may elect to use either a Uniform Service Provider or receive store "credit". Any change is to be coordinated with the Management Services Department and approved by the Department Director and the Director of Human Resources/Risk Management.

B. Probationary Employees - A probationary employee assigned to the Water, Parks or Maintenance Service Department and who is required to wear a uniform, will be provided with the full clothing issue (5 uniforms and 1 jacket) at the time of his/her appointment. A probationary employee assigned to the Police Department and who is provided a uniform will be provided with the full clothing issue as issued other police civilian personnel as per the Police Department's uniform policy and as approved by the City Manager.

If the employee leaves, either voluntarily or involuntarily during the twelve-month probationary period, $175.00 will be deducted from his/her final paycheck to reimburse the City for the initial clothing issue or uniform allowance.

After the employee has completed twelve (12) months of service, the employee will then be entitled to receive the next quarterly clothing allowance.

C. Uniform Replacement - An employee who damages or destroys his/her uniform while performing City services shall be reimbursed for the replacement cost of the uniform. This provision shall not be applicable to normal wear and tear of the uniform, nor shall it be applicable to items of a personal nature (non-uniform clothing, jewelry, watches, wallets, eyeglasses, etc.). An employee shall give the damaged or destroyed uniform to a supervisor prior to being authorized replacement cost.

D. An employee terminating from City service will retain uniform items. However, the City identification patches shall be removed by the employee and turned in to the appropriate Department Director or Division Manager.

E. Hats are not a required item of the uniform except where the Division or Department requires safety hard hats. However, an employee who is not required to wear a safety helmet may purchase and wear a poplin brimmed hat of a color to blend with his/her uniform.

F. Safety Boots - Employees whose position requires safety boots, per OSHA regulations, will be provided with one pair of safety boots per fiscal year. The City shall select the vendor and the quality of the boots to be provided. Safety boots will be available on August 1st of each fiscal year. The maximum annual allowance for purchase of appropriate safety boots is $225.00.

In cases where the nature of the employee's duty assignment causes exceptional wear, the Department Director may, in his/her sole discretion, authorize the replacement of one pair of safety boots or one pair of uniform issue shoes. In no case shall an employee receive more than three pairs of safety boots or one additional pair of uniform shoes in any 24-month period.

ARTICLE 22: HEALTH INSURANCE

A. Medical Insurance (Active Employees)

Employees will receive insurance coverage through CalPERS under the California Public Employees' Medical and Hospital Care Act (PEMHCA). The City's contribution toward medical insurance under PEMHCA will be the minimum employer contribution (MEC) required by PEMHCA (in 2017 the MEC is $128/month).

B. Retiree Medical Insurance

1. Employees Hired On or After January 1, 2016

Employees, who are hired into City service on or after January 1, 2016 and retire from the City, will be eligible for medical insurance provided by PEMHCA and the City will contribute the minimum employer contribution (MEC) as required under PEMHCA. For 2017, this amount is $128 per month. PEMHCA determines the amount annually and therefore, this is subject to change.

2. Retiree and Employees Hired Prior to January 1, 2016

Individuals who retired prior to January 1, 2016 and employees who were hired on or before December 31, 2015, and who retire from the City, will be eligible for medical insurance provided by PEMHCA and when enrolled in PEMHCA, receive a City contribution equal to the MEC under PEMHCA. The City shall also make a monthly contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and the contribution amount set forth below (subject to the actual premium of the PEMHCA plan):

a. If the employee retired from City employment with less than 20 years of City service, and remains enrolled in PEMHCA in retirement he/she will receive up to $355/month (includes the MEC) toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents. If the amount of the premium for single party coverage (with Medicare part A and B if age 65 or older) for a retiree on the least expensive CalPERS offered plan exceeds $355/month, the City will pay the full cost of the eligible retiree's single party premium.

b. If the employee retired from City employment with 20 or more years of City service, and remains enrolled in PEMHCA in retirement he/she will receive up to $435/month toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.

c. Medicare

Retirees must comply with the Medicare enrollment requirements set forth by PEMHCA and the City's health plan program.

If a retiree does not qualify for Medicare and has submitted the requisite proof to CalPERS, the retiree may remain on a CalPERS basic plan until the retiree later qualifies for Medicare Part A at no cost.

d. Retirees must pay for any premium costs that exceed the City's contribution (MEC and HRA contributions).

C. Dental Insurance

The City will contribute up to sixty ($70) dollars per month toward the premium for eligible employees and all eligible dependents. Beginning the month following the City Council's approval of the 2017-2019 MOU, the city will contribute up to eighty ($80) dollars per month toward the premium for eligible employees and all eligible dependents. Effective the beginning of the pay period that includes July 1, 2018, the city will contribute up to ninety ($90) dollars per month toward the premium for eligible employees and all eligible dependents. The employee will pay any and all premiums due in excess of the City's contribution under the City's Cafeteria Plan (Section 125).

D. Vision Insurance Plan

The City shall provide a vision insurance plan. The City will contribute up to twenty ($20) dollars per month for the employee and eligible dependents. Beginning the month following the City Council's approval of the 2017-2019 MOU, the city will contribute up to thirty ($30) dollars per month for the employee and eligible dependents. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan. The plan design shall be: Examination every 12 months; Frames and Lenses every 12 months. Deductible shall be $10.00/exam; $20.00/frame and lenses.

E. Section 125 Cafeteria Plan

1. The City agrees to maintain a premium conversion plan for all active unit members to provide for the pre-tax deduction of the employee's share of premiums toward medical coverage, and when applicable, the employee's share of premiums toward the dental plan as well as any premium payment for CalPERS Long Term Care which the employee may elect to participate in an pay through payroll deduction.

2. The City's contribution under the Section 125 Cafeteria plan for active employees shall be up to one thousand dollars ($1,000) per month for employees electing to enroll in a medical plan in PEMHCA. Beginning the month following the City Council's approval of the 2017-2019 MOU, the city will contribute up to one thousand one hundred twenty-five ($1,125) dollars per month for employees electing to enroll in a medical plan in PEMHCA. Beginning the pay period that includes July 1, 2018, the city will contribute up to one thousand two hundred fifty ($1,250) dollars per month for employees electing to enroll in a medical plan in PEMHCA

The City's contribution will include the PEMHCA MEC ($128 per month for 2017) toward the medical plan and the balance may be used for other eligible expenses. Eligible expenses include: (1) medical insurance premiums, (2) dental insurance premium, (3) disability insurance premium, (4) vision insurance premium, and cash (as set forth below). Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the Cafeteria Plan (IRC Section 125 Plan).

3. For employees who elect to waive medical insurance from the City (opt out), the City will pay $170/month in cash to the employee. In order to receive the opt-out incentive, the employee must certify that he/she has medical insurance coverage in a plan that provides minimum essential coverage under the Affordable Care Act.

4. Specific details of this cafeteria plan will be contained in a plan document available for review by employees at the City's Human Resources Department.

F. Long Term Disability Plan

The City will pay the premiums for a long-term disability plan.

G. Life Insurance

The City shall provide a term life insurance policy for each employee in the amount of $50,000. Effective January 1, 2018, the term life insurance policy for each employee will be $100,000.

Additional life insurance may be purchased by each employee. Any premium cost for additional life insurance shall be paid solely by the employee. The City shall offer employees to purchase supplemental life insurance in $10,000 increments up to the lesser of $300,000 or 3 times the employees' annual salary.

H. Affordable Care Act Reopener

The City may reopen negotiations at any time during the term of the MOU to meet and confer over impacts of the Affordable Care Act.

ARTICLE 23: PERS CONTRIBUTION

A. All association members who are "classic" members of the CalPERS retirement system will pay 100% of the full 8% employee's share of the CalPERS retirement contribution.

ARTICLE 24: RETIREMENT BENEFITS

Association members shall be eligible for the following retirement benefits:

A. The city provides retirement benefits through the California Public Employees' Retirement System (CALPERS) pursuant to a contract with CalPERS. Effective January 1, 2013, the City shall provide to newly hired employees, the PERS retirement formula known as 2% @ 62 with the average of the three (3) highest consecutive years of compensation. Employees hired prior to December 30, 2013, as determined by PEPRA shall be considered classic PERS employees whose retirement formula is known as the "2.7% at Age 55 Plan.", one (1) year final compensation (12 highest paid consecutive highest months/Section 20042).

B. The 1959 Survivor's Benefit – Effective October 7, 2000, the City shall provide Level 4 Survivor's Benefit. Any resultant CalPERS cost increase designated as constituting "employee" costs for this benefit shall be borne by the employee.

C. Credit for Unused Sick Leave (Government Code Section 20965.)

D. One (1) year final compensation (Government Code Section 20042) for employees hired prior to January 1, 2013 and average of the three (3) consecutive highest years for employees hired after said date.

E. Effective November 1, 2003, Military Service Credit as Public Service (Government Code Section 21024).

F. Effective January 9, 2010, Pre-Retirement Option 2W Death Benefit.

ARTICLE 25: EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

A. Educational costs shall be limited to two thousand five hundred dollars ($2,500) annually per unit member for eligible reimbursement expenses as defined within this Article. Effective the month following the City Council's approval of the MOU, Educational costs shall be limited to four thousand dollars ($4,000) annually per unit member for eligible reimbursement expenses as defined within this Article Enrollment cost reimbursement is subject to approval by both the Department Director and Director of Human Resources and Risk Management. In rendering a reimbursement determination, the Department Director and Director of Human Resources and Risk Management shall consider whether or not the course(s) for which reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes. No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Department Director and Director of Human Resources and Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Department Director and Director of Human Resources and Risk Management shall be final.

B. An employee must have completed their initial probationary period to be eligible for Educational Cost Reimbursement under this Article.

C. An employee who separates from City service within 12 months of receiving educational cost reimbursement shall reimburse the City the full amount of educational cost reimbursement that he/she received in the preceding 12-month period.

D. Educational cost reimbursement shall be provided for tuition fees for college-level courses in an accredited academic institution only, as determined by the Director of Human Resources and Risk Management.

E. An employee will be reimbursed up to seventy-five dollars ($75.00) for books required for six units or less, and two hundred dollars ($200.00) for seven units or more taken during a semester (or equivalent enrollment period). Reimbursement shall only be for books required for the approved course(s). All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 26: SALARIES

A. Salaries of represented employees shall be adjusted in the following manner:

   a. Current salary ranges for represented employees are reflected in Attachment A, and are incorporated herein by this reference.

   b. Effective the beginning of the pay period that includes July 1, 2017, salary ranges of unit classifications will increase by three percent (3%)

c. Effective the beginning of the pay period that includes July 1, 2018, salary ranges of unit classifications will increase by three percent (3%).

C. 10 STEP SYSTEM

There shall be approximately 2.5% between each step of steps 1 though 9 and approximately 5% between steps 9 and 10. Advancement within the ten-step salary range shall be subject to the terms and conditions as set forth herein:

1. Except as modified herein, the Administrative Policy 30-41 – "Ten-Step Meritorious Program" provides rules related to the ten-step system.

3. Advancement between steps may occur at intervals of no less than one year. Recommendations for step increases or denial of step increases must be accompanied by a performance evaluation to substantiate performance. No multiple step increases may be granted. Performance evaluations and consideration of merit adjustments shall be due annually on the employee's anniversary of the probationary appointment to his/her position classification. Nothing in this Article shall prevent a supervisor from exercising management rights to suspend, reduce, demote, layoff, or terminate for cause an employee in accordance with City Personnel Rule XIII - Changes in Employment Status, or Rule XIV - Separation from Service, or Rule XV - Disciplinary Proceedings.

4. Advancement from step 1 through step 5 shall be contingent upon receiving "meets job standards" performance evaluations or better. Advancement above step 5 and through step 9 shall be contingent upon receiving "exceeds standards" performance evaluations or better.

5. Advancement to step 10 is both temporary and conditional upon achieving "meets job standards" performance as determined by rules set forth by the City Manager. Sustained placement at step 10 of the range is not guaranteed, but must be earned on an annual basis. Failure to achieve "meets job standards" performance ratings in a succeeding year shall result in the employee's salary being returned to step 9.

6. Step 10 Changes: If the step 10 policy is revised with any other general employee association, the MMA shall share the results of those revisions.

E. Longevity Pay: Effective the beginning of the pay period following City Council approval of the MOU, each unit member with twenty (20) years of continuous City service shall receive longevity pay of one hundred ($100) per month. Each unit member who has 25 years or more of continuous service with the City shall receive longevity pay of $200.00 per month. Effective the beginning of the pay period following City Council approval of the MOU, each unit member with twenty-five (25) years of continuous City service shall receive longevity pay of three hundred fifty ($350) per month Longevity Pay shall be included in the biweekly paycheck.

The parties agree that that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1).

F. Physical Well-Being Allowance: The City shall pay each unit member $20.00 per month as a Physical Well-Being Allowance or reimbursement for the unit member's enrollment, membership or participation in gym memberships, recreational activity classes, weight loss programs, etc. The unit member must provide proof of enrollment, membership or participation in such classes or programs by producing receipts or invoices, which shall be approved by the Department Director and Director of Human Resources and Risk Management before reimbursement will be issued. Effective the pay period following January 1, 2018, the physical well-being allowance is eliminated.

G. Educational/Certification Pay: The City shall make a payment to each unit member as Educational Incentive Pay in the following amounts:

a. $30.00 per month for Associate's degree from an accredited educational university. Effective the beginning of the pay period following City Council approval of the MOU, $80 per month for an Associate's degree from an accredited educational university;

b. $60.00 per month for Bachelor's degree from an accredited educational university. . Effective the beginning of the pay period following City Council approval of the MOU, $110 per month for a Bachelor's degree from an accredited educational university;

c. $120 per month for a Master's degree from an accredited educational university. Effective the beginning of the pay period following City Council approval of the MOU, $175 per month for a Master's degree from an accredited educational university;

d. $50.00 per month for a Certified Municipal Clerk Certification;

e. $50.00 per month for a Public Works Certificate through Citrus College;

f. $120.00 per month for License for Agriculture Pest Control Advisor;

g. $60.00 per month for Water DHS Certification for each certificate below level 3 either in distribution and/or treatment, and $70.00 per month for each certification level 3 or higher in either distribution and/or treatment [up to four certifications total of any level of either distribution or treatment or any combination thereof];

h. $50.00 per month for an Arborist License/Certificate.

All degrees, licenses, certificates and/or certifications shall be reviewed and approved by the Department Director and Director of Human Resources and Risk Management before the Educational/Certification Pay will be issued.

Each unit member is only eligible for the highest compensable Educational/Certification Pay, unless clearly noted. The foregoing items, including the Auto Mechanic Certification Pay below, shall not be stacked or compiled such that the unit member is receiving multiple Educational/Certification pays. For example, if a unit member is receiving $120.00 per month for a License for Agriculture Pest Control Advisor, he/she is not also entitled to a $80.00 per month payment for an Associate Degree. His/her Educational/Certification Pay shall be capped at $120.00 per month which reflects one Educational/Certification Pay.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(2) – Educational Incentive Pay.

H. Auto Mechanic Certification Pay:

1. The Equipment Maintenance Supervisor will be eligible for certification premium in the amount of $40.00 per month for each ASE Automotive/Light Truck Certification up to a maximum of two (2) such certifications. The maximum certification pay under this subsection 1 is limited to $80.00 per month.

2. Upon receipt by the Equipment Maintenance Supervisor of certification as an ASE-Certified "Master Automotive Technician," in lieu of the premium indicated in subsection 1 above, the individual so certified shall be eligible for certification premium in the amount of $120.00 per month.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(2) – Educational Incentive Pay.

I. First Responder Standby - Qualified non-exempt employees of the Public Works Department or Parks Division of the Recreation & Parks Department may be assigned, at the discretion of the City, as First Responder Standby for after-hours emergency response. In addition to any additional reporting procedures established by the City, the following provisions shall apply to any individual assigned to First Responder Standby status:

1. First Responder Standby duty shall be assigned to no more than three (3) individuals City-wide (one of which shall be fully qualified to respond to

water distribution incidents and one to water production incidents) for a period of seven (7) calendar days. The First Responder Standby schedule shall be determined at the sole discretion of the City.

2. An individual so assigned shall be compensated at the rate of $25.00 per weekday (0001 hrs. Monday through 2400 hrs. Thursday) and $45.00 per weekend day (0001 hrs. Friday through 2400 Sunday).

3. Should an employee be assigned First Responder Standby status on a City designated holiday (defined as the actual date of holiday), compensation shall be at the rate of $50.00 per holiday.

4. While on First Responder Standby status, the assigned employee shall: carry a City provided cell phone and lap-top computer (if applicable); respond via telephone within five (5) minutes to any phone call; and report fit-for-duty to the incident site within 25 minutes (no later than 45 minutes) following receipt of call-out information (or, if applicable, correct problem via computer). Failure to abide by the provisions of this subsection 4 will result in forfeiture of stand-by compensation for that 24-hour period and may result in removal from standby assignment and/or disciplinary action.

5. To be eligible for First Responder Standby assignment, an individual must be certified by the Public Works Maintenance Manager, Water Utility Manager and Parks Superintendent as:

    a. Having adequate knowledge of: traffic control protocols; sewer, water and irrigation systems; and operation of designated equipment to effectively perform as a First Responder to after-hours emergency situations; and,

    b. Residing in a geographic location that allows for a response time as designated in subsection 4 above.

6. The parties mutually agree that this program shall be formally evaluated annually. Said evaluation will include evaluation of the effectiveness of the program and such measurements as: a review of number of call-outs, response time, type of calls, ability of first responder to clear call without additional support, time to clear call, number of calls for additional support, response time for support personnel and any other measurements determined appropriate by the City.

7. The Association specifically acknowledges that the City maintains the sole and exclusive right to assign personnel to First Responder Standby and to determine the need for such assignment. Nothing contained in this Article 27, shall create a duty upon the City to assign individuals to First Responder Standby nor shall any individual have a right to be so assigned.

The City agrees to meet and consult with the Association prior to any modification or termination of the First Responder Standby program.

ARTICLE 27: PROBATIONARY PERIOD

Employees who are newly hired or promoted shall serve a probationary period of twelve (12) months.

ARTICLE 28: DEFERRED COMPENSATION PLAN

A deferred compensation plan will be made available to all members of the City of Monterey Park Mid-Management Association. Effective the beginning of the pay period following January 1, 2018, the City will contribute twenty-five ($25) dollars per pay period to the employees deferred compensation plan.

ARTICLE 29: INDUSTRIAL INJURY

All full time employees shall be allowed for each injury or illness, normal salary for the first day of absence to, and including, the last day of absence for a period not to exceed 120 calendar days that occur within a 36 month period.

If the employee is still receiving temporary disability payments after entitlement to industrial injury or illness leave is exhausted, the employee shall be placed on regular sick leave, vacation leave, or accumulated compensatory time off. While Temporarily Totally Disabled (TTD), the employee shall be entitled to use only so much of such other leave benefits (i.e. sick, vacation, comp, etc.), which, when added to temporary disability payments, provide for a normal full day's wage or salary.

The City shall be authorized to make application for said employee's disability retirement in those instances where the employee is either permanent, stationary and incapacitated for the performance of his or her duties, or in the alternative, where there is not a reasonable medical certainty that the employee, although not permanent and stationary, will recover to the extent necessary to perform the essential duties of his/her position regardless of whether or not any form of paid leave remains in the employee's various paid leave accounts.

During the time frame that an employee is on full paid leave, the employee shall continue to accrue all fringe benefits.

Nothing herein shall prohibit an employee from requesting a leave of absence without pay from the City Council. Such leave is not guaranteed nor may it exceed beyond a period of one (1) year from date of injury.

The granting of industrial injury and illness leave may be withheld until the City has accepted the injury or illness as being an industrial accident or a compensable injury.

ARTICLE 30: UNIT DETERMINATION AND MODIFICATION

A. Policy and Standards for Determination of Appropriate Units

The policy objectives in determining the appropriateness of units shall include: (1) efficient operations of the City and its compatibility with the primary responsibility of the City and its employees to effectively and economically serve the public, and on (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

1. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.

2. History of representation in the City and in similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.

3. Consistency with the organizational patterns of the City.

4. Number of employees and classifications, and the effect on the administration of employer-employee relations because of the fragmentation of classifications and/or proliferation of units.

5. Effect on the classification structure and impact on the stability of the employer-employee relationship because of dividing a single or related classification among two or more units.

Notwithstanding the foregoing provisions of this Section, managerial, supervisory and confidential responsibilities, as defined in this Section, are determinative factors in establishing appropriate units hereunder. Therefore, such managerial, supervisory and confidential employees may not represent any employee organization that represents other employees and may not be represented by the same.

The Director of Human Resources and Risk Management shall, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or position, and retain, reallocate or delete modified classifications or positions, from units in accordance with the provisions of this Section.

The following definitions apply to this Section:

1. "Appropriate Unit" means a unit of employee classes or positions, established pursuant to this Section.

2. "Management Employee" means any employee having responsibility for formulating, administering or managing the implementation of City policies and programs.

3. "Supervisory Employee" means any employee having authority, in the interest of the City, to hire, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the forgoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

4. "Confidential Employee" means any employee who assists and acts in a confidential capacity to person(s) who formulate, determine, and effectuate management policies in the field of employee relations and/or who has access in the course and scope of employment to any information that is or may be utilized in formulating such management policies.

B. Procedure for Modification of Established Appropriate Units

1. Requests by employee organizations for modification of established appropriate units shall be considered by the Director of Human Resources and Risk Management. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Municipal Code Section 2.32.050, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Section A of this Article. Any Association request for modification to its unit shall be limited to a two (2) week window period annually to be determined by the Director of Human Resources and Risk Management with reasonable notice to the Association. The Director of Human Resources and Risk Management shall process such petition as recognition petitions are processed under this Chapter.

2. The Director of Human Resources and Risk Management may, on his/her own motion, propose that an established unit be modified. The Director of Human Resources and Risk Management shall give written notice of the proposed modification(s) to any affected employee organization. Any affected employee organization may, within seven (7) calendar days after service of notice, request a meeting with the Director of Human Resources and Risk Management by which to contest the proposal(s). Not later than seven (7) calendar days after receipt of such request, the Director of Human Resources and Risk Management shall conduct such meeting at which time all affected employee organizations shall be heard. Thereafter, the Director of Human Resources and Risk Management shall determine

the composition of the appropriate unit or units in accordance with Section A of this Article, and shall give written notice of such determination by depositing the same in the mail, addressed to the affected employee organizations. The Director of Human Resources and Risk Management's determination may be appealed as provided in paragraph 3 of this Section. However, if a unit is modified pursuant to the motion of the Director of Human Resources and Risk Management, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section 2.32.050 of the Municipal Code.

The "meeting" described herein shall be informal and shall consist of the participating employee organization providing verbal and/or written input regarding its position.

3. Appeals

An employee organization aggrieved by an appropriate unit determination of the Director of Human Resources and Risk Management pursuant to this Section may, within ten (10) calendar days of mailing by the Director of Human Resources and Risk Management of notice thereof, appeal such determination to the City Manager for final decision.

Appeals to the City Manager shall be filed in writing with the City Manager's Secretary and a copy shall be provided to the Director of Human Resources and Risk Management by the appellant. The written appeal shall be received by the City Manager's Secretary no later than ten (10) calendar days after the Director of Human Resources and Risk Management's decision was mailed.

A unit designated by the Director of Human Resources and Risk Management need not be "most appropriate," or "more appropriate," but need only be "appropriate." If "appropriate," then the City Manager shall affirm the decision of the Director of Human Resources and Risk Management. If not "appropriate," then the City Manager shall determine which unit is "appropriate."

An employee organization's appeal shall state the complete basis for the appeal and shall be confined to a determination of whether or not the unit resulting from the Director of Human Resources and Risk Management's decision was "appropriate" pursuant to the guidelines of Paragraph 1, above. The City Manager shall conduct the appeal hearing within fifteen (15) calendar days of receipt of the appeal and shall issue his/her written decision within fifteen (15) calendar days after conclusion of the hearing. The City Manager's decision shall be served upon the appellant(s) by depositing the same in the U.S. mail, and shall be administratively final and binding.

4 To the extent that any element of this Section is inconsistent with any other provision of this Chapter, the provisions of this Section shall prevail to the extent necessary to cause the Section to be operative.

5 Subsequent to this agreement, should the City and another association adopt a version of this Article 33 of the MOU that is different than that adopted by the City and the Association, the Association has the right to negotiate and adopt any such changes limited to this Article 33 and include them in this MOU.

ARTICLE 31: GENERAL PROVISIONS

A. This MOU shall not in any way interfere with the obligations of the parties to comply with the State and Federal laws, or of any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of the MOU should be affected by State or Federal laws, or of any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court of record, the remainder of the MOU shall not otherwise be affected.

B. The parties acknowledge that during the meeting and conferring in good faith, which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of meeting and conferring, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in this MOU.

C. The parties hereto agree to continue their long-standing policies in that there shall be no discrimination against any employee because of membership or non-membership in MPMMA, or because of race, color, creed, national origin, age, gender, legal disability, marital status, sexual orientation, political/union activity, or for any other protected status as defined by law..

D. The parties hereto agree that this MOU cannot be modified, changed, and/or canceled in any way except by mutual consent of said parties in writing, or as set forth in Article 36.

ARTICLE 32 – AGENCY SHOP

1. <u>Legislative Authority</u>

The parties mutually understand and agree that as a result of State of California adoption of SB 739 in 2001, all full time benefited employees represented by the Monterey Park Mid Management Employees Association have the right to join or not join the

Association. However, the enactment of a local "Agency Shop" requires that as a condition of continuing employment, employees in the respective bargaining unit must either join the Association or pay to the Association a service fee in lieu thereof. Such service fee shall be established by the Association, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Association.

2. <u>Association Dues/Service Fees</u>

(a) Effective February 2, 2010, the Association shall provide all current full time represented employees and any full time and part-time benefited employees hired thereafter, with an authorization notice advising them that Agency Shop for the Association has been enacted pursuant to state law and an agreement exists with the Association, and that all employees subject to the Agreement must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing a payroll deduction of Association dues, a service fee or a charitable contribution equal to the service fee. Said employees shall have 14 calendar days from the date they receive the form to fully execute it and return it to the City Human Resources Office.

(b) If the form is not completed properly or returned within 14 calendar days, the City shall commence and continue a payroll deduction of service fees from the regular biweekly paychecks of such employee. The effective date of Association dues, service fee, or charitable contribution shall begin no later than the beginning of the first pay period commencing 14 calendar days after receipt of the authorization form by the employee.

(c) The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of an employee who is receiving catastrophic leave benefits during a pay period, no deduction shall be made. In this connection, all other legal and required deductions (including health care and insurance deductions) have priority over Association dues and service fees.

3. <u>Religious Exemption</u>

(a) Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall upon presentation of active membership in such religion, body, or sect, not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues, initiation fees or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds, designated in a memorandum of understanding between the City and the Association, or if the memorandum of understanding fails to designate the funds, then to any such fund chosen by the employee. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Association **[Section 3502.5(c)].**

(b) Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the Association within 14 calendar days of receipt by the City. The Association shall have 14 calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be made by regular payroll deductions only.

4. <u>Rescission</u>

The agency shop provision in this memorandum of understanding may be rescinded by a majority vote of all the employees in the unit covered by the memorandum of understanding, provided that:

(a) A request for such a vote is supported by a petition containing the signatures at least 30 percent of the employees in the unit;

(b) The vote is by secret ballot;

(c) The vote may be taken at any time during the term of the memorandum of understanding, but in no event shall there be more than one rescission vote taken during that term. Notwithstanding the above, the City and the Association may negotiate, and by mutual agreement provide for, an alternative procedure or procedures regarding a vote on an agency shop agreement **[Section 3502.5(d)].**

(d) If a "rescission vote" is approved by unit members during the term of a current memorandum of understanding, the Association agrees not to petition for or seek Agency Shop status for the duration of the current of the memorandum of understanding.

5. <u>Records</u>

The Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

6. Indemnification

The Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency fee obligation including claims relating to the Associations use of monies collected under these provisions **[Section 3502.5(b)].** The City reserves the right to select and direct legal counsel in the case of any challenge to the City's compliance with the agency fee obligation, and the Association agrees to pay any attorney, arbitrator or court fees related thereto.

ARTICLE 33: ME-TOO CLAUSE

The parties agree that upon ratification by Mid-Management and approval of the MOU by City Council, should an agreement with any other miscellaneous bargaining unit result in base salary that exceeds what was agreed to in this MOU, then this unit will receive the same during the term of this agreement.

ARTICLE 34: TERM OF MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding shall be in effect for a basic term commencing July 1, 2017 – June 30, 2019 and shall continue in effect from year-to-year thereafter, unless or until terminated. This MOU may be terminated as of the end of the initial term or any subsequent contract period by either party giving written notice to the other not less than sixty (60) calendar days prior to the termination date. Any amendment to this MOU, in order to be effective at the end of the basic term or any subsequent term, may be proposed by either party in a letter given to the other party at least sixty (60) calendar days prior to the end of the basic term, or subsequent term, and a conference shall be held within thirty (30) calendar days following the receipt of such notice. During such meeting-and-conferring, the Articles of the MOU shall continue in effect. Unless specifically described to the contrary herein, all changes in matters within the scope or representation shall be provided prospectively from the date of MOU implementation. The "date of MOU implementation" shall be the date of City Council adoption of the MOU.

ARTICLE 35: CITY COUNCIL APPROVAL

It is, however, the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or effect whatsoever unless or until ratified by the City Council of the City of Monterey Park.

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 16th day of August 2017.

MONTEREY PARK MID-MANAGEMENT ASSOCIATION	CITY OF MONTEREY PARK
By: ______________________________ Tim Shay, MMA President	By: ______________________________ Ron Bow City Manager
By: ______________________________ Cesar Vega Negotiating Team Member	By: ______________________________ Tom Cody, Director Human Resources & Risk Management

ATTACHMENT 2
MOU Resolution

RESOLUTION NO. _____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2017-2019 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK MID-MANAGEMENT ASSOCIATION.

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

SECTION 1: The City, acting by and through its City Council appointed negotiation team, and representatives of the Monterey Park Mid-Management Association (MMA), a duly recognized employee organization representing the City of Monterey Park's Mid-Management Association employees, met and conferred in good faith and fully communicated and exchanged information concerning wages, retirement funding, hours, and the terms and conditions of employment for contract year 2017-2019.

SECTION 2: The appointed representatives of the parties agreed on certain matters as stated in the attached MOU and recommended that the City and the Union implement those agreements.

SECTION 3: MMA indicated its acceptance of the attached Memorandum of Understanding ("MOU").

SECTION 4: The City Council approves the Memorandum of Understanding for Contract Year 2017-2019 between the City of Monterey Park and the Monterey Park Mid-Management Association (MMA), which is attached as Exhibit "A" and incorporated by reference.

SECTION 5: The City Manager is authorized to execute the MOU on the City's behalf in a form approved by the City Attorney.

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

SECTION 7: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED, AND ADOPTED this 16th day of August, 2017.

____
Teresa Real Sebastian, Mayor

ATTEST:

____
Vincent Chang, City Clerk

Approved as to form:
Mark D. Hensley, City Attorney

By: ______________________________
Karl H. Berger,
Assistant City Attorney

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. ______ was duly and regularly adopted by the City Council of the City of Monterey Park at a council meeting held on the 16th day of August, 2017, by the following vote:

Ayes:	Council Members:	
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

Dated this 16th day of August, 2017.

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

City Council Staff Report

DATE: August 16, 2017

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

TO: Ron Bow, City Manager

FROM: Tito Haes, Interim Director of Public Works

SUBJECT: Emergency Repairs at Langley Center

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution no. ____ finding that an emergency exists within the City and authorizing contracting without the need for bidding pursuant to Public Contracts Code §§ 20168 and 22050;
2. Authorize the City Manager, or designee, to execute a public works contract, in a form approved by the City Attorney, with R. Dependable Construction, Inc.
3. Authorize the City Manager, or designee, to accept the repairs completed by R. Dependable Construction, Inc. and make final payment to R. Dependable Construction, Inc. of $8,618.00; and
4. Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The project is exempt from review under the California Environmental Quality (Public Resources Code § 21000, *et seq.* ("CEQA")) and CEQA Guidelines (14 Cal. Code of Regs. § 15000, *et seq.*) § 15269(b) because the emergency purchase and related work is necessary to maintain service essential to the public, health and welfare.

EXECUTIVE SUMMARY:

Public Works staff responded to a complaint of a failure of a roof beam at Langley Center. Upon initial investigation, staff discovered the entire ceiling in the main room of Langley Center was compromised and not safe for activities. Staff is requesting that City Council accept the repairs and make final payment to R. Dependable Construction, Inc. of $8,618.00. Attached is the City Manager's administrative declaration of emergency.

BACKGROUND:

On July 8, 2017, staff noticed a failure (crack) in a ceiling beam in the main room at Langley Center. Upon investigation by the City's Building staff, the room was deemed unsafe for activities. Langley Center is one of the busiest facilities in the City and specifically, the main room is where the largest, regular events are held, including daily senior lunches. The City Manager administrative declared an emergency pursuant to Monterey Park Municipal Code § 2.52.060(a)(1).

City staff contacted R. Dependable Construction, Inc. which was recently awarded a public works contract to renovate the restrooms at Langley Center to provide a quote to make the necessary repairs to Langley Center. Work commenced on July 13 and was completed by July 16. The Building Official inspected the work and the main room was signed off for public use on Tuesday, July 18, 2017.

Ordinarily, the Public Contracts Code ("PCC") requires formal bidding for all public works projects. PCC § 20168, however, allows the City Council to adopt a resolution by four-fifths vote "declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property." Pursuant to this section and PCC § 22050, the City Council may by-pass bidding requirements ordinarily required under the PCC. An "emergency" is defined as "a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services."

There was an imminent danger to public health and safety for the following reasons including, without limitation: the potential of a failure of the roof system at Langley Center; and loss of essential public services because the facility was not available for the daily senior lunch or any other programs.

Adopting the proposed resolution will ratify the emergency; authorize staff to execute the appropriate contract with R. Dependable Construction, Inc.; and ensure that R. Dependable Construction, Inc. will be properly compensated for its emergency response and repair.

FISCAL IMPACT:

Staff is requesting payment to R. Dependable Construction, Inc. for repair work of $8,618.00. Funds are available in the current budget from the General Fund in the following account: 0010-4210-38100.

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Approved by:

Annie Yaung
Interim Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

1. Declaration of Emergency
2. Draft Resolution

ATTACHMENT 1

Declaration of Emergency

CITY OF MONTEREY PARK

City Manager's Office

DECLARATION OF EMERGENCY

The City Manager finds:

That conditions of extreme peril to the safety of persons and property have arisen within the City of Monterey Park, as a result of a failed ceiling beam at Langley Center at 400 West Emerson Avenue commencing on July 8, 2017 at 2:24 p.m.

These conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency.

Accordingly, pursuant to Monterey Park Municipal Code § 2.52.060(a)(1), a local emergency is proclaimed to exist within the City of Monterey Park. This action will be taken to the City Council for conformation within seven days.

Ron Bow, Interim City Manager

7/11/17, 0930
Date/Time

ATTACHMENT 2

Draft Resolution

RESOLUTION NO. _____

A RESOLUTION ADOPTED PURSUANT TO PUBLIC CONTRACTS CODE § 20168 FINDING THAT AN EMERGENCY EXISTS WITHIN THE CITY AND AUTHORIZING CONTRACTING WITHOUT THE NEED FOR BIDDING PURSUANT TO § 22050 AND MONTEREY PARK MUNICIPAL CODE ("MPMC") CHAPTER 2.52 AND FINDING THAT THE PROJECT IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AS AN EMERGENCY REPAIR.

The City Council does resolve as follows:

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

A. Pursuant to Public Contracts Code ("PCC") § 20168, the City Council may, upon a four-fifths vote, declare that public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property because of an emergency.

B. In accordance with PCC §§ 20168 and 22050, the City Council may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

C. Conditions of extreme peril to the safety of persons and property have arisen as a result of failure of a roof beam at Langley Center. A copy of the City Manager's administrative declaration of emergency is attached as Exhibit "A," and incorporated by reference.

D. Based upon the City Manager's declaration of emergency, the City Council finds that there is an imminent threat to public health and safety that requires immediate action.

E. In compliance with applicable law, and to protect public, health, safety and welfare, the City Manager took immediate emergency action to repair the failed roof beam components in the main room at Langley Center in accordance with Monterey Park Municipal Code ("MPMC") Chapter 2.52 and has reported his actions to the City Council.

F. The threat of a roof failure at Langley Center constitutes a sudden, unexpected occurrence that posed a clear and imminent danger to the City property, its citizens, and employees. This threat required immediate action to prevent or mitigate the loss or impairment of essential public services.

G. Under such emergency conditions, the City Council finds that the delay resulting from public bidding would have imperiled essential public services.

H. The City Council recognizes that California law, including, without limitation, *Melton v. City of San Pablo* (1967) 252 Cal.App.2d 794 and *In re Cindy B. v. Eugene B.* (1987) 192 Cal.App.3d 771, allows legislative actions to be retroactively applied when the legislative intent for such retroactivity is clear.

I. The project is exempt from review under the California Environmental Quality Act of 1970, as amended, Public Resources Code section 21000 *et seq*. ("CEQA") pursuant to Section 15269, subdivision (a) of the CEQA Guidelines because the electrical emergency repair to this public facility is necessary to maintain service essential to the public, health and welfare.

<u>SECTION 2:</u> In light of the emergency described above, the City Council ratifies the actions of the City Manager to take all steps necessary to protect public health, safety and welfare including, without limitation, awarding contracts in accordance with PCC § 22050 and MPMC Chapter 2.52.

<u>SECTION 3:</u> The City Council specifically intends that this Resolution be retroactively effective since July 18, 2017 (seven days after the City Manager's administrative declaration of emergency).

<u>SECTION 4:</u> This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

PASSED AND ADOPTED this __ day of August 16, 2017.

____
Teresa Real Sebastian, Mayor

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

By: ______________________________
Karl H. Berger, Assistant City Attorney

CERTIFICATION

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, DO HEREBY CERTIFY that the whole number of members of the City Council of the said City is five; that the foregoing resolution, being RESOLUTION NO. ______ was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk of said City, all at a regular meeting of the said Council held on the _____ day of June, 2017, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTION:
NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this _______ day of ____________, 2017.

Vincent D. Chang, City Clerk
Of the City of Monterey Park,
California
(SEAL)

City Council Staff Report

DATE: August 16, 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: Granular Activated Carbon Changeout – Award of Contract

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute agreements, in a form approved by the City Attorney, with Prominent Systems, Inc. and Carbon Activated Corporation for a combined total not to exceed $400,000 for Granular Activated Carbon (GAC) Changeout; and
2. Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The proposed work involves minor alterations to existing public facilities and therefore is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

EXECUTIVE SUMMARY:

At the June 21, 2017 meeting, City Council authorized the release of the Granular Activated Carbon (GAC) Changeout Maintenance Services bid. Staff received four bids and is requesting award of contracts to both Prominent Systems, Inc. and Carbon Activated Corporation. The contracts are for a combined total not to exceed $400,000.

BACKGROUND:

City Council authorized the release of the Carbon Changeout Maintenance Services Bid at its June 21, 2017 meeting. The bid was advertised in the *Monterey Park Progress* on June 29, 2017 and again on July 06, 2016. It was also posted in the City's website and sent electronically to 5 Granular Activated Carbon (GAC) providers.

Water production staff have used coal-based carbon, but specified coconut shell-base carbon in the bid specifications. Carbon vendors and water utility companies report that coconut shell base carbon performs better for the removal of Volatile Organic Compound (VOC) and has a longer operational life.

The Dual Barrier treatment plant is scheduled for GAC changeout immediately and the other wells will be changed out when contaminants are detected, indicating that the carbon has been spent.

Staff received four bids at the bid submittal deadline on July 25, 2017. Prominent Systems, Inc. submitted the lowest bid followed by Carbon Activated Corporation. Calgon Carbon Corp. noted that it is currently able to supply only 40,000 pounds of coconut carbon as specified in the bid. It would require 14 to 16 weeks to provide the additional 360,000 pounds. The following table provides the four firms' bids.

	Bid Amount			
Firm Name	Dual Barrier 240,000 lbs.	Well 5 40,000 lbs.	Wells 1, 3, 10,Fern 120,000 lbs.	Total
Prominent Systems, Inc.	$202,740	$33,790	$101,370	$337,900
Carbon Activated Corp.	$239,766	$40,336	$120,108	$400,210
Calgon Carbon Corp.	$262,893	$43,816	$131,447	$438,155
Evoqua Water Technologies	$313,699	$54,040	$157,074	$524,813

Staff is requesting that City Council award contract to the two lowest bidders: Prominent Systems, Inc. and Carbon Activated Corp. in the event that one vendor does not have sufficient supply on hand at the time GAC changeout is required.

FISCAL IMPACT:

The FY2018 budget includes funds for GAC changeout. The funding sources include water treatment funds: 0093-801-4226-23300, 0093-801-4229-23300 and 0093-801-4230-23300. Water treatment funds are reimbursable from the Water Quality Authority and Environmental Protection Agency.

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Prepared by:

Frank M. Heldman
Water Utility Manager

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

1. Prominent Systems, Inc. Bid Cost Form
2. Carbon Activated Corp. Bid Cost Form
3. Calgon Carbon Corp. Bid Cost Form
4. Evoqua Water Technologies Bid Cost Form

ATTACHMENT 1

Prominent Systems, Inc. Bid Cost Form

BID COST FORM

Item No.	Item Description	Est. Qty.	Unit	Unit Price	Extended Price
Dual Barrier Treatment Plant					
1	GAC Profile	1	each	$	$ NA
2	GAC Replacement	240,000	lbs	$ 0.78/lbs	$187,200.00
3	Caustic Wash Per Vessel (**OPTIONAL**)	6	each	$ 3,200.00	
4	Applicable Local Taxes	1	9.25%		$ 15,540.00
5	Applicable Surcharges	1			$ NA
				Subtotal	$ 202,740.00
Well 5 Treatment Plant					
1	GAC Profile	1	each	$	$ NA
2	GAC Replacement	40,000	lbs	$ 0.78/lbs	$ 31,200.00
3	Caustic Wash Per Vessel (**OPTIONAL**)	2	each	$ 3,200.00	
4	Applicable Local Taxes	1	9.25%		$ 2,590.00
5	Applicable Surcharges	1			$ NA
				Subtotal	$33,790.00
Wells 1, 3, 10, and Fern Treatment Plant					
1	GAC Profile	1	each	$	$ NA
2	GAC Replacement	120,000	lbs	$ 0.78/lbs	$ 93,600.00
3	Caustic Wash Per Vessel (**OPTIONAL**)	6	each	$ 3,200.00	
4	Applicable Local Taxes	1	9.25%		$7,770.00
5	Applicable Surcharges	1			$ NA
				Subtotal	$ 101,370.00

TOTAL $ 337,900.00

Prominent Systems, Inc	10-0004324
Company Name	Taxpayer Identification Number
13095 E. Temple Avenue, City of Industry, CA 9746	424-245-9099 dan@prominentinc.com
Address	Phone Email
	July 20, 2017
Authorized Signature	Date
Dan Indrasena	Manager
Print Name	Title

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ATTACHMENT 2

Carbon Activated Corp. Bid Cost Form

BID COST FORM

Item No.	Item Description	Est. Qty.	Unit	Unit Price	Extended Price
Dual Barrier Treatment Plant					
1	GAC Profile	1	each	$ 450.00	$ 450.00
2	GAC Replacement	240,000	lbs	$ 0.925	$ 222,000.00
3	Caustic Wash Per Vessel (OPTIONAL)	6	each	$ 3200.00	
4	Applicable Local Taxes	1	%	9.25%	$ 17,316.00
5	Applicable Surcharges	1			$ 0.00
				Subtotal	$ 239,766.00
Well 5 Treatment Plant					
1	GAC Profile	1	each	$ 450.00	$ 450.00
2	GAC Replacement	40,000	lbs	$ 0.925	$ 37,000.00
3	Caustic Wash Per Vessel (OPTIONAL)	2	each	$ 3200.00	
4	Applicable Local Taxes	1	%	9.25%	$ 2,886.00
5	Applicable Surcharges	1			$ 0.00
				Subtotal	$ 40,336.00
Wells 1, 3, 10, and Fern Treatment Plant					
1	GAC Profile	1	each	$ 450.00	$ 450.00
2	GAC Replacement	120,000	lbs	$ 0.925	$ 111,000.00
3	Caustic Wash Per Vessel (OPTIONAL)	6	each	$ 3200.00	
4	Applicable Local Taxes	1	%	9.25%	$ 8,658.00
5	Applicable Surcharges	1			$ 0.00
				Subtotal	$ 120,108.00

TOTAL $ 400,210.00

Carbon Activated Corporation	95-4577883
Company Name	Taxpayer Identification Number
2250 S. Central Ave., Compton, CA 90220	310 885 4555 dalek@activatedcarbon.com
Address	Phone Email
	July 24, 2017
Authorized Signature	Date
Dale Kerr	Operations
Print Name	Title

ATTACHMENT 3

Calgon Carbon Corp. Bid Cost Form

BID COST FORM

Item No.	Item Description	Est. Qty.	Unit	Unit Price	Extended Price
Dual Barrier Treatment Plant					
1	GAC Profile	1	each	$ N/A	$
2	GAC Replacement	240,000	lbs	$ 1.02	$ 244,800
3	Caustic Wash Per Vessel (**OPTIONAL**)	6	each	$ 4,520/EA	
4	Applicable Local Taxes	1	%	9.25	$ 18,093
5	Applicable Surcharges	1			$
				Subtotal	$ 262,893
Well 5 Treatment Plant					
1	GAC Profile	1	each	$ N/A	$
2	GAC Replacement	40,000	lbs	$ 1.02	$ 40,800
3	Caustic Wash Per Vessel (**OPTIONAL**)	2	each	$ 4,520/EA	
4	Applicable Local Taxes	1	%	9.25	$ 3,015.50
5	Applicable Surcharges	1			$
				Subtotal	$ 43,815.50
Wells 1, 3, 10, and Fern Treatment Plant					
1	GAC Profile	1	each	$ N/A	$
2	GAC Replacement	120,000	lbs	$ 1.02	$ 122,400
3	Caustic Wash Per Vessel (**OPTIONAL**)	6	each	$ 4,520/EA	
4	Applicable Local Taxes	1	%	9.25	$ 9,046.50
5	Applicable Surcharges	1			$
				Subtotal	$ 131,446.50

TOTAL $ 438,155

Calgon Carbon Corporation
Company Name

25-0530110
Taxpayer Identification Number

3000 GSK Drive Moon Township, PA 15108
Address

412-787-6702
Phone

kcain@calgoncarbon.com
Email

Authorized Signature

7/18/17
Date

Nora Stockhausen
Print Name

V.P. Municipal Sales
Title

ATTACHMENT 4
Evoqua Water Technologies Bid Cost Form

BID COST FORM

Item No.	Item Description	Est. Qty.	Unit	Unit Price	Extended Price
Dual Barrier Treatment Plant					
1	GAC Profile	1	each	$ 450	$ 450
2	GAC Replacement	240,000	lbs	$ 1.23/lb	$ 295,849
3	Caustic Wash Per Vessel (OPTIONAL)	6	each	$ 4875	
4	Applicable Local Taxes	1	%	9	$ 17,400
5	Applicable Surcharges	1		$0	$ 0
				Subtotal	$ 313,699
Well 5 Treatment Plant					
1	GAC Profile	1	each	$450	$ 450
2	GAC Replacement	40,000	lbs	$ 1.14/lb	$ 50,690
3	Caustic Wash Per Vessel (OPTIONAL)	2	each	$ 4875	
4	Applicable Local Taxes	1	%	9	$ 2,900
5	Applicable Surcharges	1		$0	$ $0
				Subtotal	$ 54,040
Wells 1, 3, 10, and Fern Treatment Plant					
1	GAC Profile	1	each	$ 450	$ 450
2	GAC Replacement	120,000	lbs	$ 1.11/lb	$ 147,924
3	Caustic Wash Per Vessel (OPTIONAL)	6	each	$ 4875	
4	Applicable Local Taxes	1	%	9	$ 8,700
5	Applicable Surcharges	1		$0	$ 0
				Subtotal	$ 157,074

TOTAL $524,813

Evoqua Water Technologies
Company Name

46-4091238
Taxpayer Identification Number

14250 Gannet Street
Address

(714) 224-8544
Phone

victor.borghese@evoqua.com
Email

[signature]
Authorized Signature

7/24/17
Date

Victor A. Borghese
Print Name

District Manager
Title

City Council Staff Report

DATE: August 16, 2016

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

TO: The Honorable Mayor and City Council

FROM: Tito Haes, Interim Director of Public Works

SUBJECT: Road Repair Materials Purchasing

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute a one year agreement, in a form approved by the City Attorney, with Vulcan Materials Company in the amount of $100,000, for purchasing road repair materials;
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Annually, the City purchases approximately 6,000 tons of road repair materials, including asphalt, aggregate base, and sand to maintain the City's streets. Per Monterey Park Municipal Code Chapter 3.20, staff completed the bidding process for road repair materials and requests City Council authorization for the City Manager to execute an agreement, in a form approved by the City Attorney, with Vulcan Materials Company in the amount of $100,000 for the purchase of road repair materials.

BACKGROUND:

Staff recently completed the bidding process for road repair materials. Bid packages were sent to the following four (4) local, road repair materials suppliers: Dayton Aggregate Material - Chino, CA, Hansen Aggregate - Irwindale, CA, Holliday Rock Co., Inc. - Upland, CA, and Vulcan Materials Co. - Irwindale, CA. Two companies submitted responses: Vulcan Materials Company and Holliday Rock Co., Inc.

Item	Vulcan Materials	Holliday Rock
Ton - 3/8" PG64-10 Asphalt	$69.50	$75.00
Ton - School Mix PG64-10 Asphalt	$69.50	$75.00
Ton - Cold Mix SC8 Asphalt	$79.50	$80.00
Ton - Crushed Aggregate Base ¾"	$18.10/$18.60	n/a
Ton - Washed Concrete Sand	$21.10	n/a

Vulcan Materials Company submitted the lowest unit cost for all materials. Accordingly, staff recommends the City Council authorize the City Manager to execute a one-year agreement with Vulcan Materials Company in the amount of $100,000 in a form approved by the City Attorney.

FISCAL IMPACT:

The FY 2017-2018 approved budget includes $100,000 for the purchase of road repair materials in Measure R funds Account #0110-801-4202-23600.

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. Vulcan Materials Company Bid

ATTACHMENT 1
Vulcan Materials Company Bid

NOTICE INVITING SEALED BIDS
FOR ROAD REPAIR MATERIALS

IN THE CITY OF MONTEREY PARK

The City of Monterey Park is accepting sealed bids at 320 West Newmark Avenue, Monterey Park, California 91754, until 11:00 a.m. on:

FRIDAY, JULY 21, 2017

Bids will not be accepted after that time.

As described in the Bidding Documents, the bids are for **ROAD REPAIR MATERIALS** ("Project") which consists of SUPPLYING ROAD REPAIR MATERIALS FOR THE CITY OF MONTEREY PARK DEPARTMENT OF PUBLIC WORKS. The terms and conditions for bidding on the Project are described in the attached Bidding Instructions.

DATED this 29st day of June, 2017.

ROAD REPAIR MATERIALS
BID NO. 17-101

BIDDING INSTRUCTIONS

1. **DEFINITIONS.** Unless provided otherwise, the definitions in the Sample Contract are applicable to all Bidding Documents.

   1.1 "Addenda" means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

   1.2 "Bid Deadline" means the date and time designated in the Notice for Bids as the last date and time for receipt of Bids, as may be revised by Addenda.

   1.3 "Bidder" means a person or firm that submits a Bid.

   1.4 "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Project.

2. **BIDDER'S REPRESENTATIONS.** By making its Bid, Bidder represents that:

   2.1 Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.

   2.2 If applicable, Bidder visited the Project site and is familiar with the conditions under which the Project will be performed and the local conditions.

   2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.

   2.4 If licensure or proper licensure is controverted, then proof of licensure pursuant to this section must be made by production of a verified certificate of licensure from the licensing authority. Nothing in this subdivision requires any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.

   2.5 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

   2.6 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.

   2.7 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Project.

3. **BIDDING DOCUMENTS.**

3.1 Bidders may obtain complete sets of the Bidding Documents from the City.

3.2 Bidders will use a complete set of Bidding Documents in preparing Bids.

3.3 The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Project and does not confer a license or grant permission for any other use of the Bidding Documents.

4. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.**

4.1 Before submitting its Bid, Bidder will carefully study and compare the various documents comprising the Bidding Documents and will at once report to the City's Representative errors, inconsistencies, or ambiguities discovered.

4.2 Requests for clarification or interpretation of the Bidding Documents will be addressed to the City's Representative.

4.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding and Bidders will not rely upon them.

5. **PRODUCT SUBSTITUTIONS.** No substitutions will be considered before award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

6. **ADDENDA.**

6.1 Addenda will be in writing and issued only by the City. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents and who have provided a street address for receipt of Addenda.

6.2 Copies of Addenda will be made available for inspection at the City's Public Works Department.

6.3 The City will issue Addenda so that they are received by prospective Bidders not later than three (3) business days before the Bid Deadline. Addenda that withdraw the request for Bids or postpone the Bid Deadline may be issued anytime before the Bid Deadline.

6.4 Each Bidder is responsible for ensuring that it has received all issued Addenda before issuing a Bid.

7. **FORM AND STYLE OF BIDS.**

7.1 Bids will be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the City's Bid Form will be rejected.

7.2 All blanks on the Bid Form will be filled in legibly in ink or by typewriter.

7.3 Bidder's failure to submit a price for any Alternate or unit price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, enter "No Change."

7.4 Each Bidder must fill out the "Bidders Statement of Past Contract Disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The Bidder must explain the circumstances of each disqualification. The City may reject the bid based on such information.

7.5 Bidder will make no stipulations on the Bid Form nor qualify the Bid in any manner.

7.6 The Bids will be based upon full completion of all the Project.

7.7 The Bid Form will be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative will sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

7.8 Bids will be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

7.9 Bidder will assume full responsibility for timely delivery at the location designated for receipt of Bids.

8. **MODIFICATION OR WITHDRAWAL OF BID**

8.1 Before the Bid Deadline, a submitted Bid may be modified or withdrawn. Notice of such action will be given to the City in writing and signed by the Bidder's authorized representative. A change so made will be so worded as not to reveal the amount of the original Bid.

8.2 A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.
8.3 Bids may not be modified, withdrawn, or canceled within sixty (60) days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.

9. **REJECTION OF BIDS.**

10.1 The City will have the right to reject all Bids.

10.2 The City will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way materially incomplete or irregular.

10. **AWARD.**

10.1 The City may retain all bids for a period of sixty (60) days for examination and cmparison, and to delete any portion of the work from the contract.

10.2 The City will have the right to waive nonmaterial irregularities in a Bid and to accept the lowest responsive Bid as determined by The City.

10.3 The City will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

10.4 The City will select the apparent lowest responsive and responsible Bidder and notify such Bidder within (30) days (unless number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all bids.

10.5 If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the city's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the

ROAD REPAIR MATERIALS

BID NO. 17-101

1. Availability of materials is a critical part of the consideration and must be stated in definite terms and must be adhered to.
2. All quotations must be signed with the firm's name by a responsible officer or employee. Ob ligations assumed by such signature must be filled.
3. The City of Monterey Park reserves the right to reject any or all quotations, waive any informality in bids, and to accept or reject any items thereon.
4. Quotations are subject to acceptance at any time within 90 days after opening of same unless otherwise stipulated.
5. Verify your quotations before submission, as they cannot be withdrawn or corrected after bid deadline.
6. Recycling: The City of Monterey Park encourages all vendors to use recycles materials whenever possible.

7. The purpose of this bid is to select a vendor to provide road repair supplies for the City of Monterey Park, Public Works Department.

8. Any vendor seeking to submit a bid for substitutes or deviations from the below listed items must receive prior approval from the Monterey Park Director of Public Works or appointed designee before the bid deadline, when then must be included in the bid submission. Failure to include the prior written approval for each substitution or deviation from bid specification with your Bid Submission may result in rejection of bid.

9. Throughout the course of the year, the Public Works Department purchases approximately 5,000 tons of asphalt and 1,100 tons of base materials. The Public Works Department operates Monday through Friday from 6:30 a.m. to 4:00 p.m.

10. Materials must be available Monday through Friday between the hours of 7:00 a.m. to 3:00 p.m. within 24 hours notice and within 11.5 miles from 751 S. Alhambra Ave., Monterey Park, CA 91754.

ROAD REPAIR MATERIALS
BID NO. 17-101

The undersigned declares that he/she has carefully examined the Invitation to Bid, Bid Terms and Conditions, and Specifications, is thoroughly familiar with the contents, and proposes to provide the City of Monterey Park the materials quoted below:

MATERIALS

Qty	Item	Unit Cost
Ton	3/8" PG64-10 Asphalt	$69.50
Ton	School Mix PG64-10 Asphalt	$69.50
Ton	Cold Mix SC8 Asphalt	$79.50
Ton	Crushed Aggregate Base ¾"	$18.10 / $18.60
Ton	Washed Concrete Sand	$21 10

SERVICES

Delivery Available?	Yes	No
If yes, Delivery Charge if any	Delivery charge will vary based on location	
Availability of Materials	Days M - F	Hours 6am - 3pm

VENDOR NAME: Vulcan Materials Company DATE: 7/07/2017

Exceptions to specification or additional notes, if any:

Sales tax is NOT included in the price per ton
All pricing is plant specific
Delivery will be added as needed and is not included in the per ton price.
Environmental fee is $5.00 per load
Formal Quote # 433931 is attached

ROAD REPAIR MATERIALS
BID NO. 17-101

WARRANTY: Please state the terms of the warranty for the proposed items and include any additional information pertaining to any additional warranties available.

____

RETURN BID TO:

City Clerk's Office
City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754
Contact: Alfred Banuelos
Cell 1-626-391-0521
Email abanuelos@montereypark.ca.gov

Be sure to write on the lower left side of envelope:

Bid No. 17-101
Public Works Road Repair Materials

Official (Print) Rosemary Luna Signature: Rosemary Luna
Title Sales Representative Telephone (626) 633-4227 Date 7/07/2017
Firm Name Vulcan Materials Company
Address 16013 E. Foothill Blvd
City/State Irwindale CA Zip 91702
Fax (626) 969-1079 E-mail address Lunar@vmcmail.com

BID MUST BE RECEIVED BY 11:00 AM, FRIDAY, JULY 21, 2017

City Council Staff Report

DATE: August 16, 2017

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

TO: The Honorable Mayor and City Council

FROM: Tito Haes, Interim Director of Public Works

SUBJECT: Solicitation for Bids - Authorization to Advertise Repainting of Barnes Park and Garvey Ranch Daycare Classrooms Project

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt a resolution authorizing staff to advertise the Repainting of Barnes Park and Garvey Ranch Daycare Classrooms Project; and
2. Take such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

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

EXECUTIVE SUMMARY:

Both the Barnes Park and Garvey Ranch Daycare Classrooms are in need of repainting. The FY 2017-18 budget includes funding to paint both rooms. The Department of Public Works has prepared bid specifications for the repainting project and is requesting the City Council's authorization to advertise the Notice Inviting Bids.

BACKGROUND:

Both the Barnes Park and Garvey Ranch Daycare Classrooms are heavily used by the public and neither has been repainted for approximately 15 years. The FY 2017-18 budget includes funding to repaint both rooms. The Public Works Department has prepared bid specifications for the repainting projects and is requesting the City Council's authorization to advertise the Notice Inviting Bids. The scope of work includes: repainting of all walls, ceilings, doors, door trim, removal, disposal, and replacement of all wall base. The Notice Inviting Bids also includes additive alternates for repainting of Police Department offices and on-call painting services.

The anticipated bid opening date for the project will be in late September; award of contract in October, and the work is expected to be completed by December 2017.

FISCAL IMPACT:

The FY 2017-18 budget includes $64,500.00 in the General Fund Account #'s 0010-801-5002-96091 and 0010-801-5002-96092.

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT:
1. Resolution

ATTACHMENT 1
Resolution

RESOLUTION NO. __

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE REPAINTING OF BARNES PARK AND GARVEY RANCH DAY CARE CLASSROOMS PROJECT PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

A. City staff has prepared bid specifications for the Repainting of Barnes Park and Garvey Ranch Daycare Classrooms Project ("Project");

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

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

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

SECTION 3: *Design Immunity; Authorization.*

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

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

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

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

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

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

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

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

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

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

____
Teresa Real Sebastian, Mayor

ATTEST:

____
Vincent D. Chang, City Clerk

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

By: _____________________________
Karl H. Berger, Assistant City Attorney

City Council Staff Report

DATE: August 16, 2017

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

TO: The Honorable Mayor and City Council

FROM: Tito Haes, Interim Director of Public Works

SUBJECT: 2017 Sewer System CIPP Relining and Spot Repairs – Authorization to Advertise

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt a resolution authorizing staff to advertise the 2017 Sewer System CIPP Relining and Spot Repairs project; and
2. Take such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

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

EXECUTIVE SUMMARY:

The Engineering Division prepared bid specifications for the 2017 Sewer System CIPP Relining and Spot Repairs and is requesting the City Council's authorization to advertise the project for bids.

BACKGROUND:

The project involves installation of over 9,000 linear feet of CIPP (Cured-In-Place Pipe) to reline 35 sewer segments. Within those 35 sewer segments, the project will also include spot repairs of damaged sewer pipe at 41 locations, varying in length from 3 to 22 feet, as identified by the city's recent closed circuit television videotaping of the sewer system. The spot repair work will involve excavation of the street and replacement of the damaged sewer pipe. The work will be focused in the area generally bound by Atlantic Boulevard, Graves Avenue, Fulton Avenue, and Pomona Boulevard. Attachment "2" includes a map and detailed locations of the relining and spot repairs.

The anticipated bid opening date for the project will be in late September; award of contract in October, and the work is expected to be completed from November 2017 to February 2018.

FISCAL IMPACT:

The project will be fully funded with Sewer Funds (Account No. 0042-801-5001-91942).

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Prepared by:

Rey Alfonso
Assistant City Engineer

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. Resolution
2. Location Map and List

ATTACHMENT 1
Resolution

RESOLUTION NO. __

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE 2017 SEWER SYSTEM CIPP RELINING AND SPOT REPAIRS PROJECT PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

A. The Public Works Director, or designee, prepared bid specifications for the 2017 Sewer System CIPP Relining and Spot Repairs Project ("Project");

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

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

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

SECTION 3: *Design Immunity; Authorization.*

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

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

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

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

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

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

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

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

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

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

____
Teresa Real Sebastian, Mayor

ATTEST:

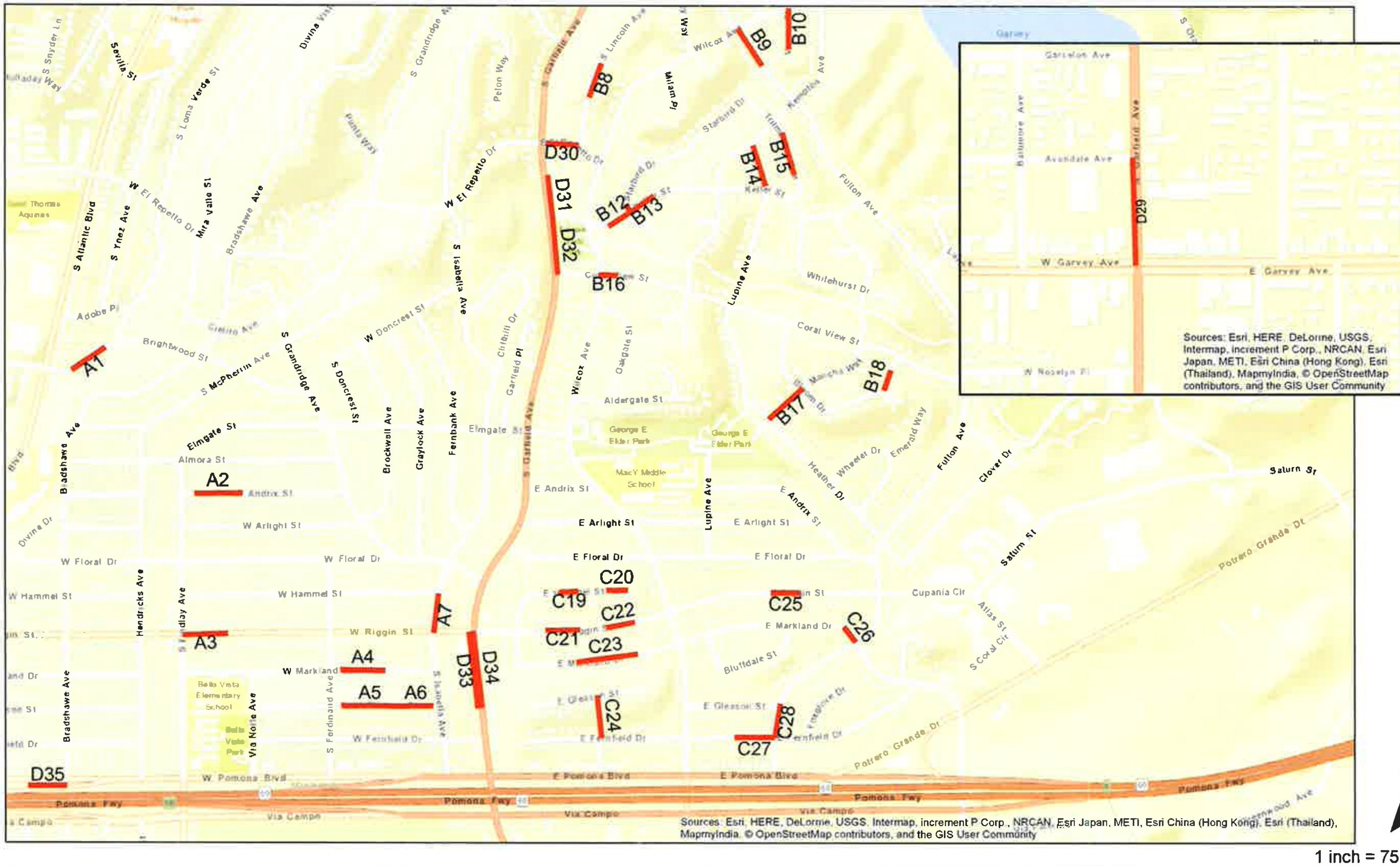
____
Vincent D. Chang, City Clerk

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

By: ______________________________
Karl H. Berger, Assistant City Attorney

ATTACHMENT 2
Location Map and List

Monterey Park - Sewer Improvements
All Locations



SEWER SYSTEM CIPP RELINING AND SPOT REPAIRS

LOCATION LIST

Segment No.	Street	CIPP Relining (linear ft)	Spot Repairs No. Locations	Spot Repairs Length (linear ft)
A1	Brightwood Street	181	1	3
A2	Andrix Street	348	1	22
A3	Riggin Street	355		
A4	Markland Drive	370	4	40
A5	Gleason Street	499	1	6
A6	Gleason Street	218	1	6
A7	Isabella Avenue	308		
B8	Lincoln Avenue	279	2	19
B9	Fulton Avenue	366		
B10	Vercoe Place	Install Lateral "Top Hat"		
B11	Starbird Drive	77	1	3
B12	Keller Street	218	1	6
B13	Keller Street	200	1	7
B14	Lupine Street	307	2	16
B15	Trumbower Avenue	313	1	21
B16	Coral View Street	186		
B17	Mancha Way	162		
B18	Bloom Drive	193	1	10
C19	Hammel Street	199		
C20	Hammel Street	196	3	16
C21	Riggin Street	254	1	6
C22	Riggin Street	223		
C23	Markland Drive	344	1	10
C24	Juneway Road	332	4	37
C25	Riggin Street	235	1	3
C26	Markland Drive	160	1	12
C27	Fernfield Drive	337	1	6
C28	Fulton Avenue	282	1	7
D29	Garfield Avenue	421	2	26
D30	El Repetto Drive	266	1	7
D31	Garfield Avenue	168	3	34
D32	Garfield Avenue	145	1	4
D33	Garfield Avenue	295	1	18
D34	Garfield Avenue	283	2	16
D35	Pomona Boulevard	328	1	3
	Total:	**9,048**	**41**	**364**