

**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
November 15, 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 NOVEMBER 15, 2017

It is recommended that the City Council (acting on behalf of the Success 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 November 15, 2017 totaling \$120.39 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 - OCTOBER 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. CONSIDER THE PROPOSED CODE AMENDMENTS TO SECTIONS OF TITLE 21 (ZONING REGULATIONS) OF THE MONTEREY PARK MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS

It is recommended that the City Council consider:

- (1) Opening the public hearing;
- (2) Continuing the application to the meeting of December 6, 2017;
- (3) Take such additional, related, action that may be desirable.

4-B. CONSIDER AN ORDINANCE AMENDING MPMC CHAPTERS 21.04 AND 21.24 REGULATING SIGNS (CA-17-02)

It is recommended that the City Council consider:

- (1) Opening the public hearing;
- (2) Taking documentary and testimonial evidence;
- (3) Closing the public hearing and considering the draft ordinance;
- (4) Introducing and waiving first reading of the ordinance and schedule second reading and adoption for December 6, 2017; and
- (5) Take such additional, related, action that may be desirable.

[5.] OLD BUSINESS – None.

[6.] NEW BUSINESS

6-A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF NOVEMBER 15, 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 November 15, 2017 totaling \$607,629.69 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 – OCTOBER 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. 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 SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU), LOCAL 721 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 Confidential Employee Association;
- (2) Authorize the expenditure of \$452,687 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-D. INNOVATIVE INTERFACES MILLENNIUM SYSTEM MAINTENANCE AGREEMENT

It is recommended that the City Council:

- (1) Consider authorizing the City Manager to execute an agreement with Innovative Interfaces Inc., for software maintenance, in a form approved by the City Attorney, at an annual rate of \$39,445.92 for Fiscal Year 2017/18 and 2018/19 for a total cost of \$78,891.84; and
- (2) Take such additional, related, action that may be desirable.

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

7-A. RESOLUTION DECLARING THE MONTH OF NOVEMBER AS "MOVEMBER" TO RAISE AWARENESS TO PROSTATE AND OTHER MALE CANCERS (Requested by Mayor Real Sebastian)

It is recommended that the City Council:

- (1) Adopt Resolution declaring the month of November as "Movember"; and
- (2) Take such additional, related, action that may be desirable.

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

ADJOURN



City Council Staff Report

DATE: November 15, 2017

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

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, CPFO, Director of Management Services
SUBJECT: Warrant Register for Successor Agency to the Former Community
Redevelopment Agency of
November 15, 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 **November 15, 2017 totaling \$120.39** 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 **350-351**.

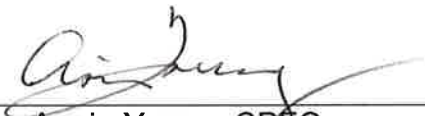
BACKGROUND:

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 **\$120.39.**

Respectfully submitted:



Annie Young, CPFO
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
15TH DAY OF NOVEMBER 2017
TOTALING \$120.39 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	\$ 120.39
Total	<u>\$ 120.39</u>

PASSED, APPROVED AND ADOPTED THE 15TH DAY OF NOVEMBER 2017.

Teresa Real Sebastian, Mayor
City of Monterey Park, California

ATTEST:

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

Resolution No. SA-
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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 15th of November 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 11/15/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0860-801-1203-32050	20.39	INTERNET/PHONE SERVICE		350	20.39
HENSLEY LAW GROUP	0860-801-1203-31600	100.00	LEGAL-SUCCESSOR AGENCY		351	100.00
TOTAL FOR PREPAID WARRANTS						120.39
PRINTED		120.39				
E-PAYABLE		0.00				

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/15/2017

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TOTAL FOR PREPAID WARRANTS	120.39
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	0.00
TOTAL FOR PRINTED E-PAYABLES	0.00
TOTAL WARRANTS	120.39
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	2
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	0
TOTAL E-PAYABLES PRINTED	0
TOTAL CHECKS ISSUED	2

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/15/2017
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	120.39	0.00	120.39
	TOTAL	120.39	0.00	120.39



City Council Staff Report

DATE: November 15, 2017

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

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, Director of Management Services
SUBJECT: Successor Agency Monthly Investment Report - October 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 October 31, 2017 invested funds for the Successor Agency of the City of Monterey Park is as follows:

• Successor Agency (SA) Checking	220,584.52
• Successor Agency (SA) RORF	<u>71,190.00</u>
Total	<u>\$ 291,774.52</u>

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:

Approved by:


Annie Yaung, CPFO
Director of Management Services


Ron Bow
City Manager



City Council Staff Report

DATE: November 15, 2017

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

TO: Honorable Mayor and Members of the City Council
FROM: Michael A. Huntley, Community and Economic Development Director
SUBJECT: Consider the proposed code amendments to sections of Title 21 (zoning regulations) of the Monterey Park Municipal Code relating to Accessory Dwelling Units.

RECOMMENDATION:

It is recommended that the City Council consider:

- (1) Opening the public hearing;
- (2) Continuing the application to the meeting of December 6, 2017;
- (3) Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Staff is requesting a continuance of the proposed code amendment to allow for additional time to incorporate more information and further expand on the proposed regulations.

Respectfully submitted:

By:


Michael Huntley
Director of Community and
Economic Development

Prepared by:


Samantha Tewasart
Senior Planner

Approved by:


Ron Bow
City Manager

Reviewed by:


Karl H. Berger
Assistant City Attorney



City Council Staff Report

DATE: November 15, 2017

AGENDA ITEM NO: Public Hearing
Agenda Item 4-B.

TO: Honorable Mayor and Members of the City Council
FROM: Michael A. Huntley, Community and Economic Development Director
SUBJECT: Consider an ordinance amending MPMC Chapters 21.04 and 21.24 regulating signs (CA-17-02)

RECOMMENDATION:

It is recommended that the City Council consider:

- (1) Opening the public hearing;
- (2) Taking documentary and testimonial evidence;
- (3) Closing the public hearing and considering the draft ordinance;
- (4) Introducing and waiving first reading of the ordinance and schedule second reading and adoption for December 6, 2017; and
- (5) Taking such additional, related, action that may be desirable.

ENVIRONMENTAL:

The consideration of the recommendations to the City Council for amending the Monterey Park Municipal Code is exempt from the California Environmental Quality Act ("CEQA") for two reasons. First, pursuant to CEQA Guidelines, 14 California Code of Regulations § 15061(b) (3), the ordinance is exempt from CEQA because it can be seen with certainty that the proposed changes will not have significant effects on the environment. In addition, the proposed amendments are not a project as defined under § 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, directly or ultimately.

EXECUTIVE SUMMARY:

On September 12, 2017, the Planning Commission reviewed proposed amendments to the Monterey Park Municipal Code ("MPMC") governing signage in residential zones. The Planning Commission provided comments and continued the item to allow staff additional time to address the comments. At the meeting, the Planning Commission requested further information and clarifications for the freeway oriented and monument signs. Staff provided the requested information at the meeting of September 26, 2017. The Planning Commission was satisfied with the added information, which provided further clarity to the proposed code amendments. On October 10, 2017, the Planning Commission considered the proposed amendments. Thereafter, the Commission unanimously approved a resolution recommending that the City Council amend MPMC Chapters 21.04 and 21.24.

ANALYSIS:

The City is recommending amendments to MPMC Chapters 21.04 (*Definitions*) and 21.24 (*Sign Regulations*) regarding sign regulations.

The proposed code amendments are in response to inquiries received from the public regarding signage in the residential zones, and freeway oriented wall signs in the commercial zones. In the day-to-day implementation of the MPMC, staff received questions regarding signage for multi-family residential developments and assembly halls in the residential zones.

According to MPMC § 21.04.097, an assembly hall is a building used for large scale public or private gatherings of people, for example, private educational facilities; religious institutions; clubs; lodges; theaters; and similar kinds of facilities whether available for public or private uses. Currently, there are multi-family developments and assembly halls that have wall signs or monument signs. The MPMC, however, does not currently allow for either type of signage. Additionally, questions have been received regarding greater flexibility for wall signs in the commercial zones that have freeway frontage.

In evaluating the residential and commercial districts and conducting surveys of surrounding cities, staff is proposing regulations for wall and freestanding signs for multi-family residential developments and assembly halls in the residential zones, and freeway-oriented wall signs.

SUMMARY:

The proposed code amendments are summarized below.

Chapter 21.24 Sign Regulations

21.24.655 Residential Signs – In the residentially-zoned areas there are existing multi-family developments and assembly halls that have non-illuminated wall or monument signs. However, there are no regulations in the MPMC that allow for signage in the residential areas, with the exception of real estate, yard sale, and campaign signs.

Staff surveyed surrounding cities and most of the cities have regulations in place for wall and freestanding signs in residential zones. The average size is approximately 25 square feet and the average height is approximately 6 feet, as summarized in Table 1 below.

TABLE 1: SIGNAGE REGULATIONS IN RESIDENTIAL ZONES SURVEY

City	Use	Sign Type	Number	Size	Height	Illumination
Alhambra	Multi-Family Development	Freestanding	1 per street frontage	25 SF	5 FT	No
		Wall	1 per street frontage	20 SF	15 FT	No

	Assembly Use	Freestanding	1 per street frontage	25 SF	5 FT	No
		Wall	1 per street frontage	20 SF	15 FT	No
Arcadia	Multi-Family Development	Freestanding	1 per street frontage	6 SF	3 FT	No
	Assembly Use	Freestanding or Wall	1 per street frontage	48 SF	8 FT 12 FT	Yes CUP
Monrovia	Multi-Family Development	-	-	-	-	-
	Assembly Use	Wall	Front building elevation			Yes CUP
		Monument	1 per street frontage	50 SF	6 FT	Yes CUP
Rosemead	Multi-Family Development	-	-	15 SF	6 FT	Yes
	Assembly Use	Wall	1 per street frontage	Cannot exceed 25% of building frontage	-	Yes CUP
		Freestanding	1 per 100 FT street frontage			Yes CUP
San Gabriel	Multi-Family Development	Freestanding or Wall	1 per street frontage	-	6 FT	Yes
	Assembly Use	Wall	1 per street frontage	25 SF	-	Yes CUP
		Monument	1 per 75 FT per street frontage (R-1 Zone) 1 per street frontage of: 75-84 FT 85-99 FT 100 FT+ (R-2, R-3 Zone)	25 SF (R-1 Zone) 30 SF 40 SF 50 SF (R-2, R-3 Zone)	6 FT	Yes CUP

Temple City	Multi-Family Development					
	Assembly Use	Freestanding				No
West Covina	Multi-Family Development or Assembly Use	Monument	1 per street frontages	40 SF	6 FT	Yes

Properties located in the residentially-zoned areas constructed with a multi-family development or assembly hall with a street frontage less than 200 feet are proposed to be limited to one non-illuminated wall sign; properties located in the residentially-zoned areas constructed with a multi-family development or assembly hall with street frontage greater than 200 feet should be limited to one 25 square feet or less, non-illuminated monument sign, unless the property has frontage on a principal arterial or minor arterial street, then the monument sign can be illuminated or non-illuminated. The monument sign will also be required to provide landscaping and irrigation around the base of the sign as well clearance from the clear-sight triangle area as specified in MPMC § 21.24.140.

Additionally, the proposed criteria are consistent with the type of signage that have been permitted and installed on existing multi-family developments and assembly halls. Furthermore, it is reasonable for the signage criteria to be more restrictive in residentially-zoned areas as compared to the commercially-zoned areas.

21.24.655 Freeway-Oriented Signs – There are commercially-zoned properties that have frontages to freeways; specifically, there are properties located on Hellman Avenue that fronts the Interstate 10 Freeway and properties located on Pomona Boulevard that fronts the State Route 60 Freeway. Staff surveyed the properties located along Hellman Avenue and Pomona Boulevard. The properties located on Hellman Avenue are almost all residentially zoned and constructed with residential units, except for the properties located at the intersections at North Atlantic Boulevard, North Garfield Avenue, and North New Avenue.

A large portion of the properties located along Pomona Boulevard are commercially-zoned and constructed with commercial developments. These lots range in lot widths from 30 feet to 80 feet and lot depths of approximately 110 feet. The City's existing signage regulations allow for wall signs that are limited to 15 feet in height and monument signs that do not provide for freeway visibility. In evaluating the properties located along Pomona Boulevard, taller freestanding signs would be disproportionate and out of scale with the existing lot sizes and widths. Therefore, staff proposes to add regulations that will allow wall signs facing a freeway to exceed 15 feet height and not to exceed the roof lines of a commercial building.

Legal Notification

The legal notice of this hearing was posted at City Hall, Monterey Park Bruggemeyer Library, and Langley Center on **October 23, 2017** and published in the Wave on **November 2, 2017**, with affidavits of posting and publication on file.

Respectfully submitted:

By:



Michael Huntley
Director of Community and
Economic Development

Prepared by:



Samantha Tewasart
Senior Planner

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

Attachments:

- Attachment 1: Proposed Zoning Code Amendments
- Attachment 2: Distance Boundary Maps
- Attachment 3: Resolution recommending adoption of the ordinance
- Attachment 4: Draft City Council Ordinance
- Attachment 5: Planning Commission Staff Report, dated October 10, 2017
- Attachment 6: Planning Commission Staff Report, dated September 26, 2017
- Attachment 7: Planning Commission Staff Report, dated September 12, 2017
- Attachment 8: Planning Commission Minutes, dated September 12, 2017

ATTACHMENT 1

Proposed Zoning Code Amendments

EXHIBIT A

21.24.650 Commercial Signs—R-S, C-S, N-S, S-C, C-P, O-P Zones.

See Chapter 21.10 for a description of the commercial zones. Signage in the commercial zones shall must comply with the standards set forth in Table 21.24(A).

Table 21.24(A) Sign Standards in Commercial Zones

SIGNAGE	ZONE	
	C-B	R-S, C-S, N-S, S-C, C-P, O-P
Primary Wall Sign		
Number	1	
Area	1 sq. ft. per lineal foot of building or business frontage	
Text and logo height	12-18 in.	
Materials	○ Internally illuminated channel letters with opaque metal sides and a matte translucent plexiglass face. See Figure 21.24(C) ○ Three-dimensional, individual internally illuminated and backlit (halo) metal letters, also known as reverse channel letters. See Figure 21.24(D) ○ Open-face channel, also known as exposed neon. See Figure 21.24(E) ○ Sculpted. See Figure 21.24(F) ○ Non-illuminated materials—wood, metal, tile	
	Prohibited	○ Foam
	○ Canister signs prohibited; subject to Section 21.24.730, Nonconforming Signs and Abatement.	○ Canister signs – face changes permitted. No structural alterations allowed.
	○ Electronic message board subject to a conditional use permit	Prohibited
Height		
<30,000 sq. ft.	○ First story signage 15 ft. above sidewalk elevation; <u>freeway oriented signage (within 100 feet of the freeway right-of-way) 2nd story sign allowed, not to exceed roof line or parapet wall to which it is attached.</u> ○ In no event can the height of any wall sign exceed the height of the building roof or building parapet wall to which it is attached. ○ Upper story signage prohibited	
>30,000 sq. ft.	○ First story signage 30 ft. above sidewalk elevation ○ Restaurants >10,000 sq. ft., retail establishments >8,000 sq. ft., and motion picture theaters with 4 or more screens permitted upper story signage. ○ In no event shall <u>can</u> the height of any wall sign exceed the height of the building roof or building parapet wall to which it is attached	

Projection	Max. 12 in. beyond building face	
Secondary Wall Sign		
Number	1	
Area	50% of 1 sq. ft. per lineal foot of building or business frontage	
Text and logo height	12-18 in.	
Materials	- Internally illuminated channels with opaque metal sides and a matte translucent plexiglass face. See Figure 21.24(C) - Three-dimensional, individual internally illuminated and backlit (halo) metal letters, also known as reverse channel letters. See Figure 21.24(D) - Open-face channel, also known as exposed neon. See Figure 21.24(E) - Sculpted. See Figure 21.24(F) - Non-illuminated materials—wood, metal, tile	
	Prohibited	Foam
	Canister signs prohibited, subject to Ch. 21.24	Canister signs – face changes permitted. No structural alterations allowed.
Height	- First story signage 15 ft. above sidewalk elevation - In no event shall <u>can</u> the height of any wall sign exceed the height of the building roof or building parapet wall to which it is attached. - Upper story signage prohibited	
Projection	Max. 12 in. beyond building face	
Projecting Blade Sign (See Figure 21.22(K))		
Number	1 per business	
Area	15 sq. ft.	
Distance between signs	15 ft.	
Projection	Max. 20 in. beyond building face	
Placement	Maintain a minimum clearance of 8 ft. above sidewalk	
Materials	Materials specified in the Building Code	
Freestanding Sign (Pole signs are prohibited)		
Number		
Street frontage <600 ft.	Prohibited	1
Street frontage >600 ft.	Prohibited	2
Height	Prohibited	20 ft.
Area	Prohibited	120 sq. ft. per side

Projection	Prohibited	- o No freestanding sign shall <u>can</u> project beyond the property lines. - o No freestanding sign shall <u>can</u> project over a parking lot or a driveway with less than 14 ft. of ground clearance or into a pedestrian walkway with less than 8 ft. of ground clearance.
Location	Prohibited	o No freestanding sign shall <u>can</u> be placed within 10 ft. of a common lot line.
		o Minimum separation between freestanding signs shall be <u>is</u> 25 ft.
Materials	Prohibited	- o Printed letters and graphics on anodized aluminum background and supports - o Opaque channel letters and graphics on opaque background using plastic, smooth fiberglass, acrylic, prefinished aluminum or color plastic laminates - o Internally illuminated channel letters and graphics on stucco, tile, brick, wood, stone or masonry background - o Cast metal letters and graphics on wood, anodize aluminum, plastic laminate, prefinished metal, stucco, tile, brick, stone or masonry background - o Engraved wood letters and graphics on wood frames and supports - o Carved wood form letters and graphics on stucco, tile stone, masonry or wood background - o Internally illuminated molded fiberglass letters and graphics on aluminum housing - o Etched and painted filled letters and graphics on polished stone - o Any non-internally illuminated sign may be illuminated with a backlit system or a ground flush-mounted spotlight system
Monument Sign (combination of freestanding and monument signs permitted, not to exceed maximums)		
Number		
Street frontage <600 ft.		1
Street frontage >600 ft.		2
Height		7 ft.

Area	56 sq. ft. per side	
Materials	○ Printed letters and graphics on anodized aluminum background and supports ○ Opaque channel letters and graphics on opaque background using plastic, smooth fiberglass, acrylic, prefinished aluminum or color plastic laminates ○ Internally illuminated channel letters and graphics on stucco, tile, brick, wood, stone or masonry background ○ Cast metal letters and graphics on wood, anodize aluminum, plastic laminate, prefinished metal, stucco, tile, brick, stone or masonry background ○ Engraved redwood letters and graphics on redwood frames and supports ○ Carved redwood form letters and graphics on stucco, tile stone, masonry or wood background ○ Internally illuminated molded fiberglass letters and graphics on aluminum housing ○ Etched and painted filled letters and graphics on polished stone ○ Non-blinking neon letters and graphics on redwood, stucco, masonry, polished stone, anodized aluminum plastic laminate, tile, brick ○ Any non-internally illuminated sign may be illuminated with a backlit system or a ground flush-mounted spotlight system	
	○ Neon around windows and buildings shall <u>be are</u> considered architectural changes to the building and shall be subject to the <u>may require</u> review and approval of the Design Review Board	Prohibited

21.24.655 Residential Signs—All Residential Zones.

See Chapter 21.08 for a description of the residential zones. Signage in the residential zones must comply with the standards set forth in Table 21.24(B).

Table 21.24(B) Sign Standards in Residential Zones

SIGNAGE		ZONE	
Multi-Family Development or Assembly Hall			
Wall Sign			
Number	1		
Area	75% per lineal feet of building frontage		
Text and Logo Height	12-18 in.		
Height	- First story signage cannot exceed 15 feet - In no event can the height of any wall sign exceed the building roof or parapet wall to which it is attached.		
Materials	- Non-illuminated channel letters with opaque metal sides and a matte translucent plexiglass face. See Figure 21.24(C). - Internally illuminated channel letters when frontage faces a principal or minor arterial street only. - Three-dimensional, individual internally illuminated and backlit (halo) metal letters, also known as reverse channel letters. See Figure 21.24(D). Multi-family residential and assembly hall that face a principal or minor arterial street only. - Open-face channel, also known as exposed neon. See Figure 21.24(E). - Sculpted. See Figure 21.24(F) - Non-illuminated materials – wood, metal, tile - Prohibited materials: foam, canister signs, and electronic message boards.		
Monument Sign			
	R-1	R-2, R-3	
Number and Area			
Street frontage <75 ft.	Prohibited	Prohibited	
Street frontage 75-84 ft.	1 25 sq. ft. per side	1 30 sq. ft. per side	
Street frontage 85-99 ft.	1 25 sq. ft. per side	1 35 sq. ft. per side	
Street frontage >100 ft.	1 25 sq. ft. per side	1 40 sq. ft. per side	
Height	5 ft.	7 ft.	

Materials	○ <u>Printed letters and graphics on anodized aluminum background and supports</u> ○ <u>Opaque channel letters and graphics on opaque background using plastic, smooth fiberglass, acrylic, prefinished aluminum or color plastic laminates</u> ○ <u>Internally illuminated channel letters and graphics on stucco, tile, brick, wood, stone or masonry background when frontage faces a principal or minor arterial street only.</u> ○ <u>Cast metal letters and graphics on wood, anodize aluminum, plastic laminate, prefinished metal, stucco, tile, brick, stone or masonry background</u> ○ <u>Engraved redwood letters and graphics on redwood frames and supports</u> ○ <u>Carved redwood form letters and graphics on stucco, tile stone, masonry or wood background</u> ○ <u>Internally illuminated molded fiberglass letters and graphics on aluminum housing when frontage faces a principal or minor arterial street only.</u> ○ <u>Etched and painted filled letters and graphics on polished stone</u> ○ <u>Non-blinking neon letters and graphics on redwood, stucco, masonry, polished stone, anodized aluminum plastic laminate, tile, brick</u> ○ <u>Any non-internally illuminated sign may be illuminated with a backlit system or a ground flush-mounted spotlight system</u>
Landscape and Irrigation must be provided around the base of the monument sign	

21.04.797 (HH) Canister Sign. A sign with advertising copy within a rigid frame, whether illuminated or not.

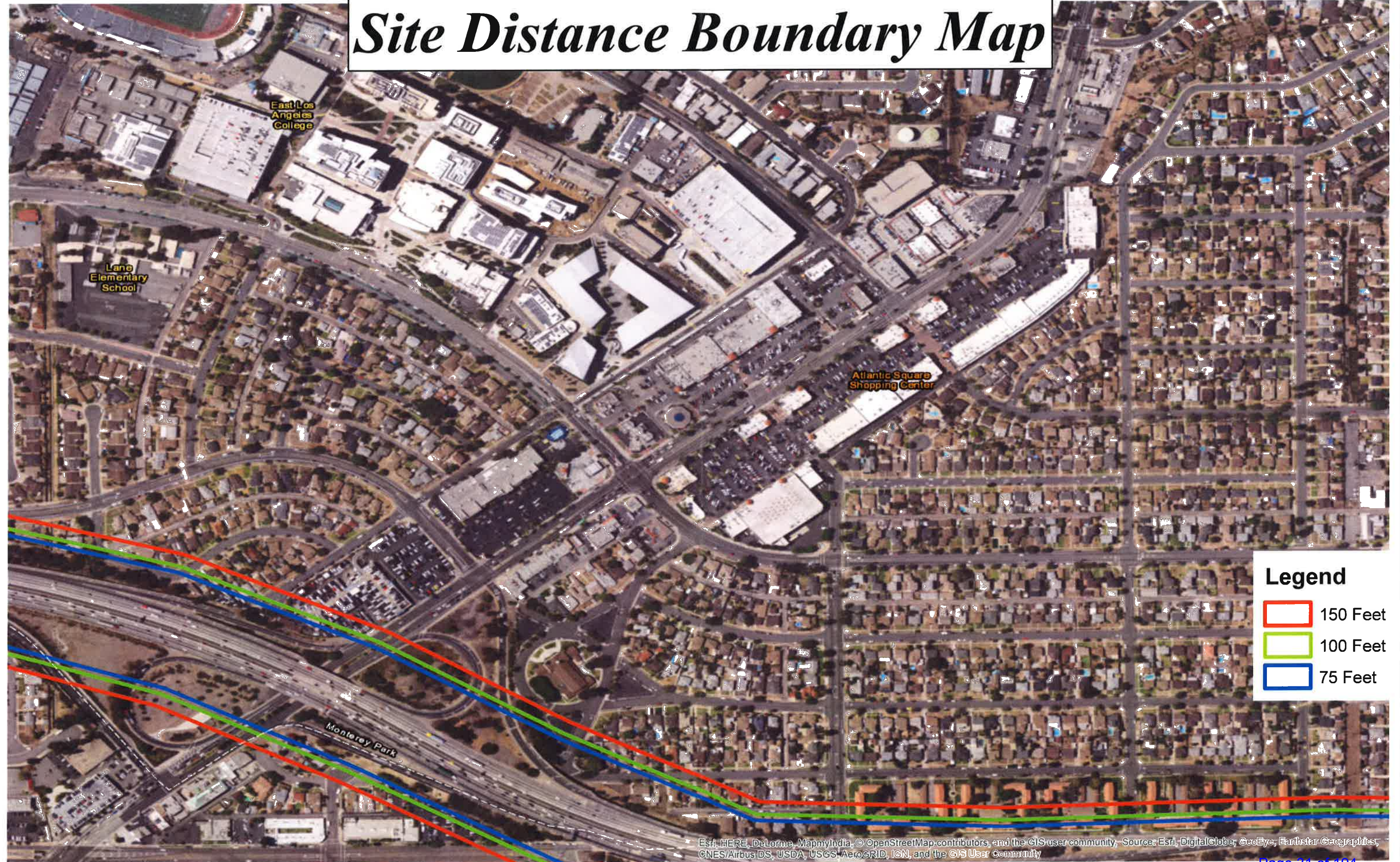
ATTACHMENT 2

Distance Boundary Maps





Site Distance Boundary Map



Site Distance Boundary Map

Legend

- 150 Feet
- 100 Feet
- 75 Feet

ATTACHMENT 3

Resolution recommending adoption of the ordinance

RESOLUTION NO. 12-17

A RESOLUTION RECOMMENDING THAT CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE (“MPMC”) AFFECTING REGULATIONS GOVERNING SIGNAGE IN THE RESIDENTIAL ZONES.

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

SECTION 1: The Planning Commission finds and declares that:

- A. A review of the Monterey Park Municipal Code (“MPMC”) suggests that amendments are needed to improve the City’s regulations governing, among other things, the residential and commercial zoning districts;
- B. On September 12, 2017, the Community and Economic Development Department presented draft regulations to the Planning Commission for consideration. The Planning Commission provided direction for improving the regulations and continued the application to the meeting of September 26, 2017. At the meeting of September 26, 2017 requested a minor modification to draft regulations and continued to the application to the meeting of October 10, 2017. Thereafter, the regulations were reviewed by the Community and Economic Development Department for, in part, consistency with the General Plan and conformity with the MPMC;
- C. The City reviewed the project’s environmental impacts under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the “CEQA Guidelines”), and the City’s Environmental Guidelines;
- D. The Community and Economic Development Department completed its review and scheduled the public hearing regarding the application before the Planning Commission for September 12, 2017, September 26, 2017, and October 10, 2017;
- E. On September 12, 2017, September 26, 2017, and October 10, 2017, the Planning Commission held public hearings to receive public testimony and other evidence regarding the draft Ordinance attached as Exhibit “A,” and incorporated by reference, including, without limitation, information provided to the Planning Commission by City staff and public testimony; and
- F. This Resolution and its findings are made based upon the evidence presented to the Commission at its September 12, 2017, September

**PLANNING COMMISSION
RESOLUTION NO. 12-17
PAGE 2 OF 3**

26, 2017, and October 10, 2017 hearing including, without limitation, the staff report submitted by the Community and Economic Development Department.

SECTION 2: Environmental Review. The Planning Commission finds and determines that the proposed ordinance is not subject to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq.; “CEQA”) for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2); (2) there is no possibility that the ordinance may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3); and (3) the ordinance does not constitute a “project” as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378).

SECTION 3: General Plan Findings. As required under Government Code § 65860 the MPMC amendments proposed by the Ordinance are consistent with the Monterey Park General Plan. It is a goal of the Land Use Element of the General Plan to maintain the quality and character of Monterey Park’s residential neighborhoods and commercial districts. The proposed residential code amendments are minor changes intended to ensure that the residential character is maintained to the highest standards. The proposed commercial code amendment is intended to clarify an existing code provision ensuring development compatibility.

SECTION 4: Recommendation. The Planning Commission recommends that the City Council adopt the draft ordinance set forth in attached Exhibit “A,” which is incorporated into this resolution by reference.

SECTION 5: Reliance On Record. Each and every one of the findings and determination 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 6: 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.

**PLANNING COMMISSION
RESOLUTION NO. 12-17
PAGE 3 OF 3**

SECTION 7: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 8: The Commission secretary is directed to mail a copy of this Resolution to any person requesting a copy.

SECTION 9: This Resolution may be appealed within nineteen (19) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

PASSED AND ADOPTED this 10th day of October 2017.

Larry Sullivan, Chairperson
City of Monterey Park Planning Commission

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 10th day of October 2017, by the following vote of the Planning Commission:

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

ATTEST:

Michael Huntley, Secretary

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

By:

Karl H. Berger, Assistant City Attorney

ATTACHMENT 4

Draft City Council Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL
CODE SECTIONS 21.24.650 AND 21.24.655 REGARDING
REGULATION OF SIGNS.**

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

SECTION 1. Pursuant to Monterey Park Municipal Code ("MPMC") § 21.38.050, the City Council finds as follows:

- A. The MPMC amendments ("Sign Regulations") set forth in attached Exhibit A, and incorporated by reference, are consistent with the goals, policies and objectives of the General Plan. The Sign Regulations will not affect a change in the permissible uses of property and will not substantively affect existing time, place or manner restrictions applicable to signs.
- B. The Sign Regulations will not adversely affect surrounding properties. These Sign Regulations will operate citywide and will not affect a change in the use or the intensity of use of property in any zone.
- C. The Sign Regulations promote public health, safety, and general welfare and serve the goals and purposes of the MPMC's zoning regulations. As amended, the Sign Regulations will continue to promote the public health, safety, and general welfare while serving the goals and purposes of the zoning regulations.

SECTION 2. The MPMC is amended as set forth in the Sign Regulations attached as Exhibit A. The City Clerk is authorized to codify the Sign Regulations as appropriate.

SECTION 3. *Environmental Review.* The City Council finds and determines that this ordinance is not subject to further review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*; "CEQA") for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2); (2) there is no possibility that the ordinance may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3); and (3) the ordinance does not constitute a "project" as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378).

SECTION 4. *Construction.* This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of 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. *Enforceability.* Repeal or amendment of any provision of the MPMC does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and

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

SECTION 6. Technical Corrections. The City Manager, or designee, is authorized to make technical corrections, in a form approved by the City Attorney.

SECTION 7. Validity of Previous Code Sections. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the MPMC or other ordinance by this Ordinance will be rendered void and cause such previous MPMC regulation or other ordinance to remain in full force and effect for all purposes.

SECTION 8. Severability. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

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

SECTION 10. This Ordinance will take effect on the 31st day following its final passage and adoption.

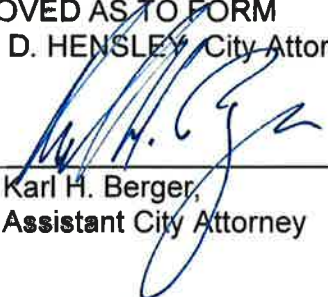
PASSED AND ADOPTED this _____ day of _____,
2017.

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 5

Planning Commission Staff Report, dated October 10, 2017



Planning Commission Staff Report

DATE: October 10, 2017

AGENDA ITEM NO: 4-A

TO: The Planning Commission
FROM: Michael A. Huntley, Director of Community and Economic Development
SUBJECT: Consider adopting a Resolution recommending that the City Council amend specific sections of Title 21 (zoning regulations) of the Monterey Park Municipal Code governing signs in the residential zones and freeway oriented signs.

RECOMMENDATION:

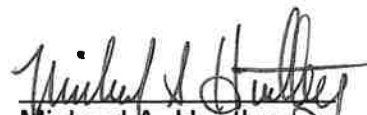
It is recommended that the Planning Commission:

- (1) Open the continued public hearing and, after considering the evidence presented during the public hearing, adopt a Resolution recommending that the City Council adopt a draft ordinance amending the Monterey Park Municipal Code regulating signs in the residential zones and freeway oriented signs; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On September 12, 2017, the Planning Commission reviewed proposed code amendments governing signage in the residential zones. The Planning Commission provided comments and continued the item to allow staff additional time to address the comments. At the meeting, the Planning Commission requested further information and clarifications for the freeway oriented and monument signs. Staff provided the requested information at the meeting of September 26, 2017. The Planning Commission was satisfied with the added information, which provided further clarity to the proposed code amendments, but requested that one minor modification be made to the proposed regulations. Specifically, the Planning Commission recommended that the maximum height for monument signs in the R-2 and R-3 Zones be increased from 5 feet to 7 feet for consistency with some of the existing monuments in the residential zones and commercial zones. The proposed code regulations have been modified to reflect the Planning Commission's comment.

Respectfully submitted,

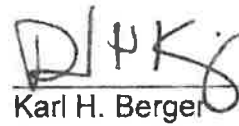

Michael A. Huntley
Community and Economic
Development Director

Sign Regulations – Staff Report
Page 2

Prepared by:


Samantha Tewasart
Senior Planner

Reviewed by:

 *Ed2*
Karl H. Berger
Assistant City Attorney

Attachments:

- Attachment 1: Proposed Zoning Code Amendments
- Attachment 2: Distance Boundary Maps
- Attachment 3: Resolution recommending adoption of the ordinance
- Attachment 4: Draft City Council Ordinance
- Attachment 5: Planning Commission Staff Report, dated September 12, 2017
- Attachment 6: Planning Commission Minutes, dated September 12, 2017
- Attachment 7: Planning Commission Staff Report, dated September 26, 2017

ATTACHMENT 6

Planning Commission Staff Report, dated September 26, 2017



Planning Commission Staff Report

DATE: September 26, 2017

AGENDA ITEM NO: 3-B

TO: The Planning Commission
FROM: Michael A. Huntley, Director of Community and Economic Development
SUBJECT: Consider adopting a Resolution recommending that the City Council amend specific sections of Title 21 (zoning regulations) of the Monterey Park Municipal Code governing signs in the residential zones and freeway oriented signs.

RECOMMENDATION:

It is recommended that the Planning Commission:

- (1) Open the continued public hearing and, after considering the evidence presented during the public hearing, adopt a Resolution recommending that the City Council adopt a draft ordinance amending the Monterey Park Municipal Code regulating signs in the residential zones and freeway oriented signs; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

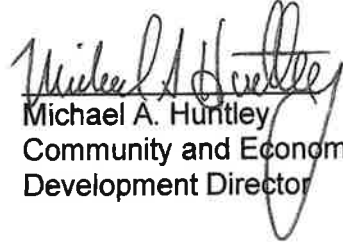
On September 12, 2017, the Planning Commission reviewed proposed code amendments governing signage in the residential zones. The Planning Commission provided comments and continued the item to allow staff additional time to address the comments. At the meeting, the Planning Commission requested further information and clarifications for the freeway oriented and monument signs. Specifically, the Planning Commission requested that a distance map be provided to determine the appropriate boundary to allow freeway oriented signs. Additionally, the Planning Commission was favorable to allowing monument signs in the residential zones, but requested that the proposed development standards be further broken down to allow monument signs that will be proportional to specific lot frontages in specific residential zones.

Attached to this staff report are three distance boundary maps, which show the distances of buildings in 75 feet, 100 feet, and 150 feet increments from the Caltrans right-of-way. One of the maps shows all the properties that are adjacent to the Pomona 60 Freeway within the City's limits. A second map shows a closer view of the properties at the western portion of the City and a third map shows a closer view of the properties at the eastern portion of the City. Staff believes that the 100 feet distance adequately defines the boundary of where freeway oriented signs will be allowed.

With regards to the monument signs within the residential zones, the proposed regulations have been further defined to clarify the specific size of a monument sign that will be allowed relative to a specific lot frontage and residential zone. Staff believes that

the added information provides further clarity to the proposed code amendments and adequately addresses the comments provided by the Planning Commission.

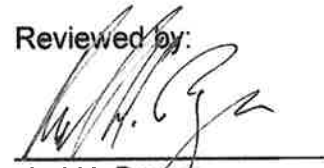
Respectfully submitted,


Michael A. Huntley
Community and Economic
Development Director

Prepared by:


Samantha Tewasart
Senior Planner

Reviewed by:


Karl H. Berger
Assistant City Attorney

Attachments:

- Attachment 1: Proposed Zoning Code Amendments
- Attachment 2: Resolution recommending adoption of the ordinance

ATTACHMENT 7

Planning Commission Staff Report, dated September 12, 2017



Planning Commission Staff Report

DATE: September 12, 2017

AGENDA ITEM NO: 3-B

TO: The Planning Commission
FROM: Michael A. Huntley, Director of Community and Economic Development
SUBJECT: Consider adopting a Resolution recommending that the City Council amend specific sections of Title 21 (zoning regulations) of the Monterey Park Municipal Code governing signs in the residential zones and freeway oriented signs.

RECOMMENDATION:

It is recommended that the Planning Commission:

- (1) Open the public hearing and, after considering the evidence presented during the public hearing, adopt a Resolution recommending that the City Council adopt a draft ordinance amending the Monterey Park Municipal Code regulating signs in the residential zones and freeway oriented signs; and
- (2) Take such additional, related, action that may be desirable.

ENVIRONMENTAL:

The proposed ordinance is not subject to further review under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq.; "CEQA") for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2); (2) there is no possibility that the ordinance may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3); and (3) the ordinance does not constitute a "project" as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378).

EXECUTIVE SUMMARY:

The proposed code amendment is in response to inquiries received from the public regarding signage in the residential zones, and freeway oriented wall signs in the commercial zones. In the day-to-day implementation of the MPMC, staff has received questions regarding signage for multi-family residential developments and assembly halls in the residential zones.

According to MPMC § 21.04.097, an assembly hall is a building used for large scale public or private gatherings of people, for example, private educational facilities; religious institutions; clubs; lodges; theaters; and similar kinds of facilities whether available for public or private uses. Currently, there are multi-family developments and

assembly halls that have wall signs or monument signs. The MPMC, however, does not currently allow for either type of signage. Additionally, questions have been received regarding greater flexibility for wall signs in the commercial zones that have freeway frontage.

In evaluating the residential and commercial districts and conducting surveys of surrounding cities, staff is proposing regulations for wall and freestanding signs for multi-family residential developments and assembly halls in the residential zones, and freeway-oriented wall signs.

ANALYSIS:

The proposed code amendments are summarized below.

Chapter 21.24 Sign Regulations

21.24.655 Residential Signs – In the residentially-zoned areas there are existing multi-family developments and assembly halls that have non-illuminated wall or monument signs. However, there are no regulations in the MPMC that allow for signage in the residential areas, with the exception of real estate, yard sale, and campaign signs.

Staff surveyed surrounding cities and most of the cities have regulations in place for wall and freestanding signs in residential zones. The average size is approximately 25 square feet and the average height is approximately 6 feet, as summarized in Table 1 below.

TABLE 1: SIGNAGE REGULATIONS IN RESIDENTIAL ZONES SURVEY

City	Use	Sign Type	Number	Size	Height	Illumination
Alhambra	Multi-Family Development	Freestanding	1 per street frontage	25 SF	5 FT	No
		Wall	1 per street frontage	20 SF	15 FT	No
	Assembly Use	Freestanding	1 per street frontage	25 SF	5 FT	No
		Wall	1 per street frontage	20 SF	15 FT	No
Arcadia	Multi-Family Development	Freestanding	1 per street frontage	6 SF	3 FT	No
	Assembly Use	Freestanding or Wall	1 per street frontage	48 SF	8 FT 12 FT	Yes CUP
Monrovia	Multi-Family Development	-	-	-	-	-
	Assembly	Wall	Front			Yes

Sign Regulations – Staff Report
Page 3

	Use		building elevation			CUP
		Monument	1 per street frontage	50 SF	6 FT	Yes CUP
Rosemead	Multi-Family Development	-	-	15 SF	6 FT	Yes
	Assembly Use	Wall	1 per street frontage	Cannot exceed 25% of building frontage	-	Yes CUP
		Freestanding	1 per 100 FT street frontage			Yes CUP
San Gabriel	Multi-Family Development	Freestanding or Wall	1 per street frontage	-	6 FT	Yes
	Assembly Use	Wall	1 per street frontage	25 SF	-	Yes CUP
		Monument	1 per 75 FT per street frontage (R-1 Zone) 1 per street frontage of: 75-84 FT 85-99 FT 100 FT+ (R-2, R-3 Zone)	25 SF (R-1 Zone) 30 SF 40 SF 50 SF (R-2, R-3 Zone)	6 FT	Yes CUP
Temple City	Multi-Family Development					
	Assembly Use	Freestanding				No
West Covina	Multi-Family Development or Assembly Use	Monument	1 per street frontages	40 SF	6 FT	Yes

Based on the survey, staff proposes that properties located in the residentially-zoned areas constructed with a multi-family development or assembly hall and has a street frontage less than 200 feet be limited to one non-illuminated wall sign and properties

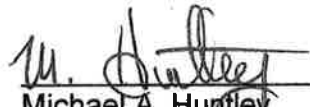
located in the residentially-zoned areas constructed with a multi-family development or assembly hall and has a street frontage greater than 200 feet be limited to one 25 square feet or less, non-illuminated monument sign, unless the property has frontage on a principal arterial or minor arterial street, then the monument sign can be illuminated or non-illuminated. The monument sign will also be required to provide landscaping and irrigation around the base of the sign as well clearance from the clear-sight triangle area as specified in MPMC § 21.24.140.

Additionally, the proposed criteria are consistent with the type of signage that have been permitted and installed on existing multi-family developments and assembly halls. Furthermore, it is reasonable for the signage criteria to be more restrictive in residentially-zoned areas as compared to the commercially-zoned areas.

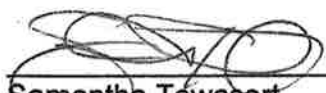
21.24.655 Freeway-Oriented Signs – There are commercially-zoned properties that have frontages to freeways; specifically there are properties located on Hellman Avenue that fronts the Interstate 10 Freeway and properties located on Pomona Boulevard that fronts the State Route 60 Freeway. Staff surveyed the properties located along Hellman Avenue and Pomona Boulevard. The properties located on Hellman Avenue are almost all residentially zoned and constructed with residential units, except for the properties located at the intersections at North Atlantic Boulevard, North Garfield Avenue, and North New Avenue.

A large portion of the properties located along Pomona Boulevard are commercially-zoned and constructed with commercial developments. These lots range in lot widths from 30 feet to 80 feet and lot depths of approximately 110 feet. The city's existing signage regulations allow for wall signs that are limited to 15 feet in height and monument signs that do not provide for freeway visibility. In staff's evaluation of the properties located along Pomona Boulevard, taller freestanding signs would be disproportionate and out of scale with the existing lot sizes and widths. Therefore, staff proposes to add regulations that will allow wall signs facing a freeway to exceed 15 feet height and not to exceed the roof lines.

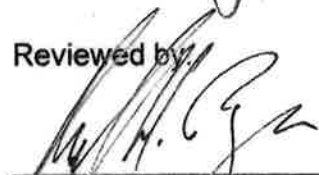
Respectfully submitted,


Michael A. Huntley
Community and Economic
Development Director

Prepared by:


Samantha Tewasart
Senior Planner

Reviewed by:


Karl H. Berger
Assistant City Attorney

Attachments:

Attachment 1: Proposed Zoning Code Amendments

Attachment 2: Resolution recommending adoption of the ordinance

ATTACHMENT 8

Planning Commission Minutes, dated September 12, 2017

**OFFICIAL MINUTES
MONTEREY PARK PLANNING COMMISSION
REGULAR MEETING
SEPTEMBER 12, 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, September 12, 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, and Eric Brossy De Dios

Board Members Absent: Ricky Choi

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:** None

[3.] **PUBLIC HEARING:**

3-A TENTATIVE MAP NO. 75007 (TM-17-03) TO ALLOW FOR THE SUBDIVISION OF AIR-RIGHTS TO ESTABLISH AND MAINTAIN A 6-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT IN THE R-3 (HIGH DENSITY RESIDENTIAL) ZONE – 320-322 SOUTH MOORE AVENUE

Planner Tewasart provided a brief summary of the staff report.

Chairperson Sullivan opened the public hearing.

Architect Michael Sun of JWDA provided a brief presentation of the project.

Chairperson Sullivan closed the public hearing.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing approved the requested tentative map for 320-322 South Moore Avenue.

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

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

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

3-B CONSIDER ADOPTING A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL AMEND SPECIFIC SECTIONS OF TITLE 21 (ZONING REGULATIONS) OF THE MONTEREY PARK MUNICIPAL CODE GOVERNING SIGNS IN THE RESIDENTIAL ZONES AND FREEWAY ORIENTED SIGNS

Planner Tewasart provided a brief summary of the staff report.

Commissioner Brossy De Dios inquired about freeway frontage on Pomona and Hellman. Director Huntley replied that there is a sound wall on Hellman, but not on Pomona. This was an issue that came up while processing the South Garfield Village Specific Plan. There was some concern raised by some of the businesses there as well as a couple of the Planning Commissioners.

Commissioner Amador inquired if there are any businesses located along Hellman Avenue. It appears to be mostly residential. It is distinctly different from the Pomona side.

Commissioner Brossy De Dios inquired if all the commercial zones are immediately adjacent to a freeway. The way the code reads is that any facade facing the freeway in any of the commercial zones regardless of however faraway they are from the freeway could utilize these provisions of this code, since the code does not specify along Pomona or Hellman.

Commissioner Amador inquired if the code was to address only two specific areas.

Attorney Berger stated that it is difficult to identify specific streets or areas unless those areas are being zoned with a specific zone. This is the reason for the broader regulation as a practical matter but frequently the regulations only apply to one place.

Commissioner Brossy De Dios stated that he is mainly concerned about unintended consequences, he not opposed to the amendment. Director Huntley replied that the intent was to allow for freeway visibility for some commercial buildings. What some cities have done is allow a distance requirement from a freeway right-of-way. Commissioner De Dios inquired if that would include sides of a building.

Commissioner Amador expressed concerns about monument signs in the residential areas. Director Huntley stated that at one time the city may have had provisions in place that did allow for signs on institutional uses, private schools or churches. Most of the churches in the city have some type of sign identification. Somewhere in time those provisions came

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

out of the code. The proposed code amendment is to provide some ability for institutional uses to allow for these.

Commissioner Amador expressed concerns about signage in the R-1 zone. Commissioner Amador inquired whether 15 feet was adequate for freeway visibility. Director Huntley stated that the proposed amendment would allow for wall signs to exceed 15 feet in height not to exceed the roofline, which will allow for greater visibility.

Chairperson Sullivan opened the public hearing.

Speaker Camilla Lim on behalf of St Thomas Aquinas Church, stated that the propose sign area for a monument sign is not enough for a public service use that has a need for seasonal messages. Although the church is located in a residential zone many public services are offered by the church and school. She asked that the Commission consider their lot not as residential, but almost commercial with multiple uses.

Chairperson Sullivan closed the public hearing.

Commissioner Brossy De Dios recommended amending the monument sign provisions in the residential zones to more closely resemble that of the City of San Gabriel and limit the size of a monument sign based on the different residential zones and the size of the lot.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing continued the proposed code amendment to the meeting of September 26, 2017.

Motion: Moved, by Commissioner Sullivan and seconded by Commissioner De Dios, motion carried by the following vote:

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

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

Next regular scheduled meeting on September 26, 2017 at 7:00 p.m. in the Council Chambers.



Michael A. Huntley
Director of Community and Economic Development

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



City Council Staff Report

DATE: November 15, 2017

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

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, CPFO, Director of Management Services
SUBJECT: Warrant Register for the City of Monterey Park of
November 15, 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 **November 15, 2017 totaling \$607,629.69** 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 **316733-316932** and e-Payables numbered **000791-000806**.

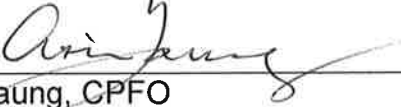
BACKGROUND:

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 **\$607,629.69.**

Respectfully submitted:



Annie Young, CPFO
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
15TH DAY OF NOVEMBER 2017
TOTALING \$607,629.69 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	\$ 305,822.40
Retirement Fund	5,005.00
State Gas Tax Fund	2,487.11
Refuse Fund	5,632.56
City Shop Fund	28,438.22
Separation Benefits Fund	(4,745.18)
Technology Internal Service Fund	26.82
Payroll Clearing Account	585.33
Public Safety Impact Fee	1,140.60
Special Deposits Fund	7,388.46
Business Improvement Area #1	3,470.85
Workers Comp. Fund	6,047.00
Water Fund	74,032.04
Water Treatment Fund	137,702.45
OPA Proposition A	239.23
Measure R Fund	2,395.52
Library Tax Fund	1,680.20
POST	5,850.55
Recreation Fund	20,277.85
Asset Forfeiture	250.00
CDBG Fund	85.60
Maintenance District 93-1	580.88
ELAC Instructional Serv Prog	1,954.20
CA Council For The Humanities	1,250.00
Literacy Trust Grant	32.00
 TOTAL	 <u><u>\$ 607,629.69</u></u>

PASSED, APPROVED AND ADOPTED THE 15TH DAY OF NOVEMBER 2017.

Teresa Real Sebastian, Mayor
City of Monterey Park, California

ATTEST

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

RESOLUTION NO.
Page 2

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

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Monterey Park at a regular meeting held on the 15th of November 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 11/15/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
GILBERT ALVAREZ	0160-801-3101-39400	250.00	POLICE TRAINING		316752	250.00
AT & T	0010-801-3112-32050	116.79	PHONE SERVICE		316753	
	0022-801-4206-32050	1,266.84	PHONE SERVICE		316753	
	0092-801-4222-32050	244.16	PHONE SERVICE		316753	1,627.79
	0010-801-3113-32050	83.97	PHONE SERVICE		316754	
	0010-801-3201-32050	95.85	PHONE SERVICE		316754	179.82
AT&T	0010-801-1404-32050	591.64	INTERNET/PHONE SERVICE		316755	
	0043-801-1404-32050	435.95	INTERNET/PHONE SERVICE		316755	
	0092-801-1404-32050	529.36	INTERNET/PHONE SERVICE		316755	
	0010-801-1801-32050	0.21	INTERNET/PHONE SERVICE		316755	
	0010-801-3112-32050	116.81	INTERNET/PHONE SERVICE		316755	
	0010-801-3230-32050	1,092.91	INTERNET/PHONE SERVICE		316755	
	0092-801-4220-32050	0.02	INTERNET/PHONE SERVICE		316755	2,766.90
	0010-801-1301-32050	21.60	INTERNET/PHONE SERVICE		316756	
	0010-801-1404-32050	128.23	INTERNET/PHONE SERVICE		316756	
	0010-801-1408-32050	927.29	INTERNET/PHONE SERVICE		316756	
	0010-801-1801-32050	18.48	INTERNET/PHONE SERVICE		316756	
	0010-801-3112-32050	4,791.19	INTERNET/PHONE SERVICE		316756	
	0010-801-3113-32050	18.44	INTERNET/PHONE SERVICE		316756	
	0010-801-3201-32050	953.51	INTERNET/PHONE SERVICE		316756	
	0010-801-4209-32050	288.84	INTERNET/PHONE SERVICE		316756	
	0010-801-6001-32050	269.03	INTERNET/PHONE SERVICE		316756	
	0010-801-6502-32050	179.73	INTERNET/PHONE SERVICE		316756	
	0010-801-6517-32050	20.34	INTERNET/PHONE SERVICE		316756	
	0022-801-4206-32050	430.71	INTERNET/PHONE SERVICE		316756	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/15/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0043-801-1404-32050	80.90	INTERNET/PHONE SERVICE		316756	
	0092-801-1404-32050	98.23	INTERNET/PHONE SERVICE		316756	
	0092-801-4222-32050	541.25	INTERNET/PHONE SERVICE		316756	
	0109-801-6511-32050	69.34	INTERNET/PHONE SERVICE		316756	
	0169-801-2201-32050	85.60	INTERNET/PHONE SERVICE		316756	
						8,922.71
BEVERLY URGENT CARE, INC.	0010-801-1801-31900	18,516.64	HEP A VACCINES		316757	
						18,516.64
BIG AIR BUENA PARK, LLC	0010-801-6506-31150	967.50-	VOID CHECK		315136	
						967.50-
DAVID CASTELLANO	0136-801-3101-33250	18.00	POST TRAINING		316758	
						18.00
BENJAMIN CEVALLOS	0136-801-3101-33250	18.00	POST TRAINING		316759	
						18.00
CHARTER COMMUNICATIONS	0010-801-4210-38400	89.98	INTERNET/CABLE SERVICE		316733	
	0010-801-4210-38400	129.98	INTERNET/CABLE SERVICE		316733	
						219.96
	0010-801-1404-32050	34.07	INTERNET/CABLE SERVICE		316760	
	0010-801-3112-32050	65.32	INTERNET/CABLE SERVICE		316760	
	0043-801-1404-32050	25.10	INTERNET/CABLE SERVICE		316760	
	0092-801-1404-32050	30.48	INTERNET/CABLE SERVICE		316760	
						154.97
MICHELLE CHEN	0010-801-6505-23910	187.03	LANGLEY FALL BAZAAR-CARD,DECOR		316734	
						187.03
CHINESE DAILY NEWS, INC.	0010-801-6002-40000	250.00-	VOID CHECK		316404	
						250.00-
PAUL CUBAK	0061-220	4,745.18-	VOID CHECK		316412	
						4,745.18-

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/15/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
VANESSA DELGADO	0136-801-3101-33250	18.00	POST TRAINING		316761	18.00
DIRECTV, LLC	0010-801-3230-32050	131.24	EOC SERVICES		316735	131.24
EBSCO SUBSCRIPTION SERVICES	0010-801-6002-40000	1,332.00	LIBRARY SUBSCRIPTIONS		316762	1,332.00
GABRIEL ESCARSEGA	0136-801-3101-33250	972.15	POST TRAINING		316736	972.15
	0136-801-3101-33250	54.00	POST TRAINING		316763	54.00
ARMANDO ESPARZA	0136-801-3101-33250	90.00	POST TRAINING		316764	90.00
RYAN ESQUIBEL	0136-801-3101-33250	18.00	POST TRAINING		316765	18.00
EXPRESS SERVICE, INC	0010-801-4202-11300	649.60	TEMPORARY STAFFING SERVICES		316737	1,187.55
	0010-801-4202-11300	537.95	TEMPORARY STAFFING SERVICES		316737	
FRIENDLY EXCURSIONS INC.	0075-450-0075-08550	1,200.00	LANGLEY TOUR (TRUST)		316738	1,200.00
GONZALO GABRIEL	0136-801-3101-33250	54.00	POST TRAINING		316766	72.00
	0136-801-3101-33250	18.00	POST TRAINING		316766	
GOLDEN WEST COLLEGE	0136-801-3101-33250	3,853.00	POST TRAINING		316739	3,853.00
HENSLEY LAW GROUP	0010-801-1601-31600	20,000.00	LEGAL-GENERAL SERVICES	18-0209	316767	
	0092-801-1601-31600	180.00	LEGAL-312 E NEWMARK	18-0221	316767	
	0010-801-1601-31600	377.00	LEGAL-MARKET PLACE	18-0221	316767	
	0010-801-1601-31600	29.00	LEGAL-FIRST TRANSIT	18-0221	316767	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/15/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HENSLEY LAW GROUP	0092-801-1601-31600	2,610.00	LEGAL-GENERAL LITIGATION	18-0221	316767	44,651.76
	0010-801-1601-31600	21,455.76	LEGAL-KING'S INN	18-0221	316767	
BENANCIO HERRERA JR.	0010-801-6505-23910	189.94	LANGLEY FALL BAZAAR (TRUST)		316740	189.94
INTERNATIONAL CODE COUNCIL, INC	0010-801-1703-33200	820.00	BUILDING TRAINING		316741	820.00
JERICK A. DE PERIO (DBA) SWDE, LLC	0075-450-0075-08550	500.00	HALLOWEEN COSTUME PARTY (TRUST)		316742	500.00
SEBASTIAN JIMENEZ JR	0136-801-3101-33250	250.00	POST TRAINING		316743	250.00
TIM JOHNSON	0136-801-3101-33250	18.00	POST TRAINING		316768	18.00
ROBERT JULIAN	0136-801-3101-33250	18.00	POST TRAINING		316769	18.00
PAUL KANG	0010-801-3220-41100	150.00	EMT RECERTIFICATION		316744	150.00
ROBIN LOPEZ	0136-801-3101-33250	18.00	POST TRAINING		316770	18.00
LUMINARIAS	0075-450-0075-08270	1,900.00	TUTOR RECOGNITION LUNCH (TRUST)		316771	1,900.00
ADAM MALOUF	0060-801-4211-22250	136.40	STRIKE TEAM EXPENSE		316745	136.40
MONTEREY PARK PETTY CASH	0075-450-0075-08420	35.00	PETTY CASH-REFRESHMENTS (TRUST)		316746	
	0010-801-3210-22750	27.95	PETTY CASH-WATER		316746	
	0010-801-6505-23910	58.64	PETTY CASH-LANGLEY DECORATIONS		316746	
	0010-801-6505-23910	40.43	PETTY CASH-REFRESHMENTS		316746	
	0010-801-6505-33100	8.00	PETTY CASH-PARKING		316746	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/15/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MONTEREY PARK PETTY CASH	0010-801-1703-33200	54.57	PETTY CASH-MILEAGE		316746	
	0010-801-1703-33200	77.90	PETTY CASH-MILEAGE		316746	
	0010-801-1703-33200	61.85	PETTY CASH-MILEAGE		316746	
	0010-801-1703-33200	77.90	PETTY CASH-MILEAGE		316746	
	0010-801-1703-33200	63.99	PETTY CASH-MILEAGE		316746	
	0010-801-1703-33200	71.69	PETTY CASH-MILEAGE		316746	
						577.92
	0010-801-6517-39400	100.00	PETTY CASH-PAPA TRAINING		316772	
	0010-801-3120-39700	58.80	PETTY CASH-COFFEE WITH COP		316772	
	0092-801-4220-21350	96.34	PETTY CASH-KEYBOARD AND MOUSE		316772	
	0075-450-0075-08640	29.43	PETTY CASH-TV CABLES (TRUST)		316772	
	0010-801-3120-39700	45.00	PETTY CASH-COFFEE WITH COP		316772	
	0010-801-1403-39400	143.38	PETTY CASH-MILEAGE		316772	
						472.95
LEE O NORRIS	0136-801-3101-33250	18.00	POST TRAINING		316773	
						18.00
JEREMY ORATE	0136-801-3101-33250	18.00	POST TRAINING		316774	
						18.00
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-32200	29.18	POSTAGE		316747	
	0010-801-1403-32200	133.09	POSTAGE		316747	
	0010-801-1406-32200	70.38	POSTAGE		316747	
	0010-801-1701-32200	49.98	POSTAGE		316747	
	0010-801-1702-32200	15.02	POSTAGE		316747	
	0010-801-1703-32200	5.34	POSTAGE		316747	
	0010-801-1704-32200	183.08	POSTAGE		316747	
	0010-801-1801-32200	14.55	POSTAGE		316747	
	0010-801-1802-32200	11.67	POSTAGE		316747	
	0010-801-3101-32200	12.54	POSTAGE		316747	
	0010-801-3102-32200	61.73	POSTAGE		316747	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/15/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0010-801-3104-32200	16.80	POSTAGE		316747	
	0010-801-3113-32200	10.50	POSTAGE		316747	
	0010-801-3114-32200	36.73	POSTAGE		316747	
	0010-801-3120-32200	136.54	POSTAGE		316747	
	0010-801-3205-32200	5.29	POSTAGE		316747	
	0010-801-3210-32200	0.98	POSTAGE		316747	
	0010-801-3220-32200	17.78	POSTAGE		316747	
	0010-801-6001-32200	38.35	POSTAGE		316747	
	0010-801-6505-32200	4.14	POSTAGE		316747	
	0043-801-4212-32200	40.21	POSTAGE		316747	
	0075-450-0075-09230	6.65	POSTAGE (TRUST)		316747	
	0092-801-1201-32200	0.46	POSTAGE		316747	
						900.99
	0010-801-1301-32200	10.92	POSTAGE		316775	
	0010-801-1403-32200	79.24	POSTAGE		316775	
	0010-801-1406-32200	77.86	POSTAGE		316775	
	0010-801-1701-32200	81.69	POSTAGE		316775	
	0010-801-1702-32200	154.30	POSTAGE		316775	
	0010-801-1703-32200	0.46	POSTAGE		316775	
	0010-801-1801-32200	6.32	POSTAGE		316775	
	0010-801-1802-32200	13.58	POSTAGE		316775	
	0010-801-3101-32200	9.42	POSTAGE		316775	
	0010-801-3102-32200	10.46	POSTAGE		316775	
	0010-801-3104-32200	1.38	POSTAGE		316775	
	0010-801-3113-32200	1.50	POSTAGE		316775	
	0010-801-3114-32200	60.59	POSTAGE		316775	
	0010-801-3120-32200	11.50	POSTAGE		316775	
	0010-801-3201-32200	0.67	POSTAGE		316775	
	0010-801-3205-32200	45.68	POSTAGE		316775	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/15/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0010-801-4209-32200	3.75	POSTAGE		316775	
	0010-801-6001-32200	39.05	POSTAGE		316775	
	0010-801-6502-32200	3.22	POSTAGE		316775	
	0043-801-4212-32200	39.19	POSTAGE		316775	
	0075-450-0075-09230	93.10	POSTAGE (TRUST)		316775	
	0077-801-1111-31950	176.64	POSTAGE		316775	920.52
ABRAM PORRAS	0092-701-0092-07510	483.15	REFUND WATER FEE		316748	483.15
ALICE PORTER	0136-801-3101-33250	18.00	POST TRAINING		316776	18.00
RIO HONDO COMMUNITY COLLEGE	0136-801-3101-33250	110.40	POST TRAINING		316777	110.40
RIVERSIDE COUNTY SHERIFFS DEPT	0136-801-3101-33250	197.00	POST TRAINING		316778	197.00
RUDY CONTRERAS	0136-801-3101-33250	54.00	POST TRAINING		316779	54.00
S C FUELS (DBA)	0060-801-4211-22250	10,615.76	FUEL	18-0120	316780	10,615.76
RUSSELL SALINAS	0136-801-3101-33250	18.00	POST TRAINING		316781	18.00
SAN GABRIEL VALLEY CITY MANAGER'S	0010-801-1201-39400	30.00-	VOID CHECK		316557	30.00-
SHELLYANN SILVA (DBA) WILD ABOUT B	0075-450-0075-08915	450.00	BEST CITY CELEBRATION (TRUST)		316782	450.00
SIERRA INSTALLATIONS INC	0077-801-1111-31950	3,294.21	HOLIDAY DECORATIONS INST/REM	18-0292	316783	3,294.21
THE STANDARD INSURANCE CO.	0065-464	585.33	EXECUTIVE PREMIUM		316784	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/15/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						585.33
STATE BOARD OF EQUALIZATION	0010-431	194.07	USE TAX		316749	
	0010-701-0010-08100	0.07~	USE TAX-ROUNDING		316749	
						194.00
SUPERIOR CHOICE PRINT	0092-801-6508-31990	266.69	SNOW VILLAGE BANNER (TRUST)		316785	
						266.69
T-MOBILE USA	0109-801-5004-91745	69.84	DIAL-A-RIDE CELLULAR SERVICES		316786	
						69.84
VERIZON WIRELESS	0092-801-4222-32050	152.04	WIRELESS VOICE & DATA SERVICE		316750	
	0010-801-3115-38400	38.01	WIRELESS VOICE & DATA SERVICE		316750	
						190.05
	0010-801-3104-38400	38.01	WIRELESS VOICE & DATA SERVICE		316787	
	0010-801-3115-38400	38.01	WIRELESS VOICE & DATA SERVICE		316787	
	0010-801-3115-38400	50.02	WIRELESS VOICE & DATA SERVICE		316787	
						126.04
JULIE MARIE VILLANUEVA	0010-801-6006-22450	56.36	PETTY CASH-HALLOWEEN SUPPLIES		316751	
	0010-801-6003-22450	69.92	PETTY CASH-BLUETOOTH SPEAKER		316751	
	0010-801-6006-22450	61.38	PETTY CASH-CRAFT SUPPLIES		316751	
	0010-801-6006-22450	53.82	PETTY CASH-LITTLE EXPLORERS		316751	
						241.48
TOTAL FOR PREPAID WARRANTS						104,271.51
	PRINTED	104,271.51				
	E-PAYABLE	0.00				

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/15/2017

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
"CIVIC PLUS" AND "EPOWEREDSCHOOLS"	0010-801-6509-31850	179.30	CITY WEBSITE SSL CERTIFICATE		791 *	179.30
AAA ELECTRICAL SUPPLY, INC.	0010-801-4210-23400	141.32	WALL PLATES	18-0138	316788	141.32
ADAMSON POLICE PRODUCTS	0010-801-3103-22750	784.35	POLICE HAND GUARD 2 MAGS		792 *	784.35
ADMINSURE INC.	0080-801-8301-20000	6,047.00	WORKERS COMP CLAIM ADMIN		316789	6,047.00
ALLSTAR FIRE EQUIPMENT INC.	0010-801-3210-24100	245.80	FIRE HOOK		316790	245.80
AMERICAN RED CROSS	0010-801-6503-22300	35.00	AQUATIC CPR/AED TRAINING		316791	35.00
ARAMARK UNIFORM & CAREER APPAREL, I	0010-801-3210-39050	9.82	FIRE UNIFORM SERVICES		316792	90.62
	0010-801-3210-39050	40.56	FIRE UNIFORM SERVICES		316792	
	0010-801-3210-39050	40.24	FIRE UNIFORM SERVICES		316792	
ARC IMAGING RESOURCE - CALIFORNIA	0092-801-4220-37500	415.65	ENGINEERING PRINTER		316793	784.97
	0092-801-4220-37500	369.32	ENGINEERING PRINTER		316793	
ASTRO PLUMBING SUPPLY CO (DBA)	0010-801-4210-23300	78.71	PLASTER REMOVAL TOOL		793 *	648.56
	0010-801-4210-23300	128.26	COUPLING, COPPER TUBE		793 *	
	0010-801-4210-23300	441.59	URINAL GASKET, FLUSH VALVE		793 *	
AUTOZONE WEST, INC	0060-801-4211-23500	305.48	HUB BEARING-UNIT 929	18-0115	794 *	
	0060-801-4211-23500	152.74~	HUB BEARING-UNIT 929-CREDIT	18-0115	794 *	
	0060-801-4211-23500	113.70	CARBON ROTOR-UNIT 097	18-0115	794 *	
	0060-801-4211-23500	10.34	INTAKE GASKET-UNIT 034	18-0115	794 *	
	0060-801-4211-22250	52.30	LUBRICANTS		794 *	

* Indicates an E-Payable transaction

11/09/2017 8:15:38 AM

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/15/2017

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AUTOZONE WEST, INC	0060-801-4211-22250	54.75	LUBRICANTS		794 *	383.83
B & W AUTOMOBILE INC. (DBA) BRAVO	0060-801-4211-38400	1,313.63	POWERTRAIN CONTROL-UNIT 049		316794	1,313.63
BAKER & TAYLOR INC	0010-801-6002-40000	57.84	BOOK(S) 3		316795	
	0010-801-6002-40000	49.87	BOOK(S) 2		316795	
	0010-801-6002-40000	27.23	BOOK(S) 3		316795	
	0010-801-6002-40000	18.58	BOOK(S) 1		316795	
	0010-801-6002-40000	48.82	BOOK(S) 3		316795	
	0010-801-6002-40000	157.34	BOOK(S) 9		316795	
	0010-801-6002-40000	55.08	BOOK(S) 3		316795	
	0010-801-6002-40000	41.65	BOOK(S) 2		316795	
	0010-801-6002-40000	6.61	BOOK(S) 1		316795	
	0010-801-6002-40000	18.59	BOOK(S) 1		316795	
	0010-801-6002-40000	18.59	BOOK(S) 1		316795	
	0010-801-6002-40000	35.87	BOOK(S) 4		316795	
	0010-801-6002-40000	54.44	BOOK(S) 3		316795	
	0010-801-6002-40000	68.57	BOOK(S) 4		316795	
	0010-801-6002-40000	153.49	BOOK(S) 9		316795	
	0010-801-6002-40000	488.29	BOOK(S) 40		316795	
	0131-801-6006-40000	40.09	BOOK(S) 3		316795	
	0131-801-6006-40000	53.46	BOOK(S) 7		316795	
	0131-801-6006-40000	20.75	BOOK(S) 3		316795	
	0131-801-6006-40000	89.69	BOOK(S) 8		316795	
	0131-801-6006-40000	32.42	BOOK(S) 8		316795	
	0131-801-6006-40000	9.58	BOOK(S) 1		316795	
	0131-801-6006-40000	6.17	BOOK(S) 1		316795	
	0131-801-6006-40000	258.49	BOOK(S) 34		316795	
	0131-801-6006-40000	96.36	BOOK(S) 9		316795	

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BAKER & TAYLOR INC	0131-801-6006-40000	10.61	BOOK(S) 1		316795	
	0131-801-6006-40000	59.05	BOOK(S) 6		316795	
	0131-801-6006-40000	45.00	BOOK(S) 3		316795	
	0131-801-6006-40000	20.30	BOOK(S) 2		316795	
	0131-801-6006-40000	37.31	BOOK(S) 4		316795	
	0131-801-6006-40000	47.59	BOOK(S) 6		316795	
						2,127.73
BARTEL ASSOCIATES LLC	0012-801-5102-31850	5,005.00	OPEB VALUATION	18-0274	316796	
						5,005.00
BAXTER'S FRAME WORKS AND BADGE FRAM	0010-801-3120-39250	231.66	POLICE PATCH REPRODUCTION		316797	
						231.66
BENEBASE LIMITED PARTNERSHIP	0010-701-0010-02010	29.17	REFUND BUSINESS LICENSE FEE		316798	
						29.17
BRODART COMPANY	0010-801-6003-22450	1.75	FLEX CATALOGING		316799	
						1.75
BURRO CANYON SHOOTING PARK DBA	0010-801-3103-22750	510.00	POLICE RANGE FEES		316800	
						510.00
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	52.28	WATER SERVICE		316801	
	0092-801-4222-36300	363.47	WATER SERVICE		316801	
	0092-801-4222-36300	30.94	WATER SERVICE		316801	
	0092-801-4222-36300	69.24	WATER SERVICE		316801	
						515.93
CALOX, INC	0010-801-3220-24200	8.50	CYLINDER OXYGEN		316802	
						8.50
CANON FINANCIAL SERVICES, INC.	0010-801-3210-37500	1,829.02	COPIER MACHINE RENTAL		316803	
	0010-801-4209-37500	764.82	COPIER MACHINE RENTAL		316803	
	0010-801-4209-37500	315.41	COPIER MACHINE RENTAL		316803	
	0010-801-3115-38400	908.81	COPIER MACHINE RENTAL		316803	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CANON FINANCIAL SERVICES, INC.	0010-801-3115-38400	69.66	COPIER MACHINE RENTAL		316803	
	0010-801-1403-37500	1,243.17	COPIER MACHINE RENTAL		316803	5,130.89
CANON SOLUTIONS AMERICA, INC	0010-801-6505-39250	290.20	COPIER MAINTENANCE		795 *	
	0010-801-6505-39250	290.20	COPIER MAINTENANCE		795 *	580.40
MARLENE A CARDINALI	0159-801-6507-31920	392.00	INSTRUCTOR-RECREATION CLASS		316804	392.00
CHAPMAN COAST ROOF CO., INC.	0010-801-5004-91737	14,763.04	ROOF REPLACEMENTS	18-0293	316805	14,763.04
CHUNG YUAN HONG INC.	0010-701-0010-02010	96.25	REFUND BUSINESS LICENSE FEE		316806	96.25
CINTAS CORPORATION	0010-801-3210-22150	61.36	JANITORIAL SUPPLIES-FS61	18-0012	316807	
	0010-801-3210-22150	275.08	JANITORIAL SUPPLIES-FS61	18-0012	316807	
	0010-801-3210-22150	123.70	JANITORIAL SUPPLIES-FS61	18-0012	316807	
	0010-801-3210-22150	35.00	JANITORIAL SUPPLIES-FS61	18-0012	316807	
	0010-801-3210-22150	177.51-	JANITORIAL SUPPLIES-FS61-CR	18-0012	316807	
	0010-801-3210-22150	40.08	JANITORIAL SUPPLIES-FS62	18-0012	316807	
	0010-801-3210-22150	57.06	JANITORIAL SUPPLIES-FS62	18-0012	316807	
	0010-801-3210-22150	162.92	JANITORIAL SUPPLIES-FS62	18-0012	316807	
	0010-801-3210-22150	36.26	JANITORIAL SUPPLIES-FS62	18-0012	316807	
	0010-801-3210-22150	229.61-	JANITORIAL SUPPLIES-FS62-CR	18-0012	316807	
	0010-801-3210-22150	56.07	JANITORIAL SUPPLIES-FS63	18-0012	316807	
	0010-801-3210-22150	140.47	JANITORIAL SUPPLIES-FS63	18-0012	316807	
	0010-801-3210-22150	71.33	JANITORIAL SUPPLIES-FS63	18-0012	316807	
	0010-801-3210-22150	35.00	JANITORIAL SUPPLIES-FS63	18-0012	316807	
	0010-801-3210-22150	229.61-	JANITORIAL SUPPLIES-FS63-CR	18-0012	316807	
	0010-801-6505-22150	188.34	JANITORIAL SERVICES	18-0107	316807	
	0010-801-6505-22150	500.03	JANITORIAL SUPPLIES	18-0107	316807	

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CINTAS CORPORATION	0010-801-6505-22150	580.88	JANITORIAL SUPPLIES	18-0107	316807	
	0010-801-6505-22150	498.09	JANITORIAL SUPPLIES	18-0107	316807	
	0010-801-6505-22150	601.43	JANITORIAL SUPPLIES	18-0107	316807	2,826.37
CITATION MANAGEMENT (DBA)	0010-701-0010-03630	5,617.17	PARKING CITATIONS SERVICE		316808	5,617.17
RONALD CLARK	0010-801-4210-38100	450.00	CORIAN COUNTERTOPS		316809	450.00
CLINICAL LABORATORY OF	0092-801-4222-31950	120.00	WATER ANALYSIS		796 *	
	0092-801-4222-31950	120.00	WATER ANALYSIS		796 *	
	0092-801-4222-31950	508.00	WATER ANALYSIS		796 *	
	0092-801-4222-31950	468.00	WATER ANALYSIS		796 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS		796 *	
	0092-801-4222-31950	108.00	WATER ANALYSIS		796 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS		796 *	
	0092-801-4222-31950	192.00	WATER ANALYSIS		796 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS		796 *	
	0092-801-4222-31950	108.00	WATER ANALYSIS		796 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS		796 *	
	0093-801-4227-31950	45.00	WATER ANALYSIS		796 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		796 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		796 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		796 *	
	0093-801-4229-31950	60.00	WATER ANALYSIS		796 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS		796 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS		796 *	
	0093-801-4229-31950	30.00	WATER ANALYSIS		796 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS		796 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		796 *	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0093-801-4230-31950	15.00	WATER ANALYSIS		796 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		796 *	
	0093-801-4230-31950	45.00	WATER ANALYSIS		796 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		796 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		796 *	
	0093-801-4231-31950	15.00	WATER ANALYSIS		796 *	
						2,044.00
COBRA FIRE PROTECTION	0010-801-4210-38100	595.00	FIRE SYS/EXTINGUISHERS SERVICE		316810	
	0010-801-4210-38100	1,434.10	FIRE SYS/EXTINGUISHERS SERVICE		316810	
						2,029.10
COMMERCIAL DOOR OF LOS ANGELES	0092-801-4210-38100	1,178.82	FIRE STATION DOOR REPAIR		316811	
						1,178.82
COMPLETE LANDSCAPE CARE, INC.	0010-850-6516-31190	1,343.50	IRRIGATION AT GARVEY MEDIAN	17-0364	316812	
	0092-801-5004-91922	1,156.50	IRRIGATION AT GARVEY MEDIAN		316812	
						2,500.00
CONTROL AUTOMATION DESIGN	0092-850-4222-23400	3,146.14	SCADA SYSTEM SERVICES	17-0530	316813	
	0093-850-4226-23300	1,595.00	SCADA SYSTEM SERVICES	17-0530	316813	
						4,741.14
CORE & MAIN LP (FKA) HD SUPPLY WATE	0092-801-4223-23700	137.16	CLAMP		316814	
						137.16
COSTCO WHOLESALE	0010-701-0010-06850	1,394.00	REFUND INDUSTRIAL WASTE PERMIT		316815	
						1,394.00
CPRS	0010-801-6506-39300	145.00	TRAINING		316816	
	0010-801-6503-39300	170.00	TRAINING		316816	
						315.00
CURVATURE, INC	0010-801-3115-38400	682.00	SERVER MAINTENANCE		797 *	
						682.00
DAILY JOURNAL CORPORATION	0092-801-4222-31950	174.00	LEGAL NOTICE		316817	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						174.00
DAY WIRELESS SYSTEMS (DBA)	0071-801-3210-38400	652.60	RADIO INSTALLATION		316818	652.60
DEPARTMENT OF JUSTICE	0010-801-1801-39550	384.00	FINGERPRINT PROCESSING		316819	
	0010-801-6003-22450	64.00	FINGERPRINT PROCESSING		316819	
	0010-801-6002-21350	64.00	FINGERPRINT PROCESSING		316819	
	0010-801-6001-33200	32.00	FINGERPRINT PROCESSING		316819	
	0445-801-6005-31950	32.00	FINGERPRINT PROCESSING		316819	
	0010-801-1801-39550	256.00	FINGERPRINT PROCESSING		316819	
	0010-801-6003-22450	64.00	FINGERPRINT PROCESSING		316819	
	0010-701-0010-03710	64.00	FINGERPRINT PROCESSING		316819	
	0010-801-6506-22750	96.00	FINGERPRINT PROCESSING		316819	1,056.00
DIVERSIFIED ALARM SERVICE	0010-801-4210-38100	135.00	MONITORING SERVICES		798 *	
	0010-801-4210-38100	135.00	MONITORING SERVICES		798 *	270.00
DUNN-EDWARDS CORPORATION	0010-801-4210-23100	200.86	PAINT		316820	200.86
E-Z AUTOMATED SYSTEMS INC	0010-801-6001-38100	419.29	LIBRARY DOORS REPAIR		316821	419.29
E.R.S. SECURITY ALARM SYSTEMS,	0010-801-6001-38100	120.00	LIBRARY SECURITY MONITORING		316822	120.00
DEAN N EDDOW	0159-801-6507-31920	799.50	INSTRUCTOR-RECREATION CLASS		316823	799.50
EMERGENCY RESPONSE CRIME SCENE CLEANING	0010-801-3103-22750	650.00	BIOLOGICAL CLEANING		316824	650.00
EMPIRE CLEANING SUPPLY	0010-801-6001-22150	302.90	TISSUE, TOWEL, GLOVES, SOAP, RAGS		799 *	
	0010-801-6001-22150	272.07	TISSUE, TOWEL, CLEANER		799 *	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						574.97
EUROFINS EATON ANALYTICAL, INC.	0093-801-4226-31950	815.00	WATER ANALYSIS	18-0102	316825	
	0093-801-4227-31950	1,155.00	WATER ANALYSIS	18-0102	316825	
	0093-801-4227-31950	1,385.00	WATER ANALYSIS	18-0102	316825	
	0093-801-4229-31950	4,885.00	WATER ANALYSIS	18-0102	316825	
	0093-801-4229-31950	6,080.00	WATER ANALYSIS	18-0102	316825	
	0093-801-4230-31950	3,075.00	WATER ANALYSIS	18-0102	316825	
	0093-801-4230-31950	5,155.00	WATER ANALYSIS	18-0102	316825	
	0093-801-4231-31950	145.00	WATER ANALYSIS	18-0102	316825	
	0093-801-4231-31950	145.00	WATER ANALYSIS	18-0102	316825	
						22,840.00
EWING IRRIGATION PRODUCTS, INC.	0010-801-6517-23300	19.62	COUPLING, NIPPLE	18-0182	316826	
						19.62
EZEQUIEL LOPEZ VELASCO (DBA) EFFICI	0010-801-3113-38250	2,326.88	JAIL JANITORIAL SERVICES	18-0118	316827	
						2,326.88
FEDEX OFFICE PRINTS & SHIP SERVICES	0010-801-4209-21350	47.30	LAMINATION		316828	
						47.30
FENSCO SERVICES INC	0010-801-6516-31190	2,160.00	FENCE REPAIR/INSTALLATION		316829	
						2,160.00
FORD OF MONTEBELLO	0060-801-4211-23500	45.20	WIRE ASY-UNIT 091		316830	
	0060-801-4211-23500	218.58	GRILLE-UNIT 035		316830	
	0060-801-4211-23500	22.12	GASKET-UNIT 045		316830	
	0060-801-4211-23500	29.74	CAP-UNIT 019		316830	
						315.64
FOREVER MONUMENT INC	0075-450-0075-08655	800.00	MONUMENT SLANT BACK (TRUST)		316831	
						800.00
WINNIE FUNG	0159-801-6507-31920	448.00	INSTRUCTOR-RECREATION CLASS		316832	
						448.00

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
GALL'S, INC. (DBA) GALLS/QUARTERMASTER	0349-801-3201-39400	789.56	PHYSICAL THERAPY GEAR & HATS		316833	
	0010-801-3210-22310	1,089.53	USAR BACK PATCHES	18-0061	316833	
	0010-801-3210-22310	133.12	UNIFORMS-R BLAKE	18-0061	316833	
	0010-801-3210-22310	219.56	UNIFORMS-R BLAKE	18-0061	316833	
	0010-801-3210-22310	28.30	UNIFORMS-C CACCIATORI	18-0061	316833	
	0010-801-3210-22310	28.35	UNIFORMS-D GARCIA	18-0061	316833	
	0010-801-3210-22310	113.57	UNIFORMS-M LINNI	18-0061	316833	
	0010-801-3210-22310	17.48	UNIFORMS-J GIN	18-0061	316833	
	0010-801-3210-22310	28.35	UNIFORMS-J GIN	18-0061	316833	
	0010-801-3210-22310	3.28	UNIFORMS-J GIN	18-0061	316833	
	0010-801-3210-22310	115.70	UNIFORMS-J GIN	18-0061	316833	
	0010-801-3210-22310	55.63	UNIFORMS-M HALLOCK	18-0061	316833	
	0010-801-3210-22310	49.00	UNIFORMS-M KHAIL	18-0061	316833	
	0010-801-3210-22310	133.12	UNIFORMS-R OLIVAREZ	18-0061	316833	
	0010-801-3210-22310	8.69	UNIFORMS-R OLIVAREZ	18-0061	316833	
	0010-801-3210-22310	16.33	UNIFORMS-M OLIVAS	18-0061	316833	
	0010-801-3210-22310	14.19	UNIFORMS-R BLAKE	18-0061	316833	
	0010-801-3210-22310	193.00	UNIFORMS-C CACCIATORI	18-0061	316833	
	0010-801-3210-22310	74.83	UNIFORMS-J CHANG	18-0061	316833	
	0010-801-3210-22310	28.36	UNIFORMS-D GARCIA	18-0061	316833	
	0010-801-3210-22310	35.98	UNIFORMS-S GREGG	18-0061	316833	
	0010-801-3210-22310	10.90	UNIFORMS-C HENRICH	18-0061	316833	
	0010-801-3210-22310	47.96	UNIFORMS-C HENRICH	18-0061	316833	
	0010-801-3210-22310	10.90	UNIFORMS-P KANG	18-0061	316833	
	0010-801-3210-22310	47.96	UNIFORMS-P KANG	18-0061	316833	
	0010-801-3210-22310	67.78	UNIFORMS-S KELLEY	18-0061	316833	
	0010-801-3210-22310	39.31	UNIFORMS-M KHAIL	18-0061	316833	
	0010-801-3210-22310	52.34	UNIFORMS-M KHAIL	18-0061	316833	
	0010-801-3210-22310	66.64	UNIFORMS-M KHAIL	18-0061	316833	

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GALL'S, INC. (DBA) GALLS/QUARTERMASTER	0010-801-3210-22310	241.78	UNIFORMS-M KILBURN	18-0061	316833	
	0010-801-3210-22310	66.64	UNIFORMS-K KEASURE	18-0061	316833	
	0010-801-3210-22310	402.68	UNIFORMS-M LIMA	18-0061	316833	
	0010-801-3210-22310	133.43	UNIFORMS-N LIMA	18-0061	316833	
	0010-801-3210-22310	120.53	UNIFORMS-A MALOUF	18-0061	316833	
	0010-801-3210-22310	26.19	UNIFORMS-A MALOUF	18-0061	316833	
	0010-801-3210-22310	26.17	UNIFORMS-M OLIVAS	18-0061	316833	
	0010-801-3210-22310	178.88	UNIFORMS-K TEMPLEMAN	18-0061	316833	
	0010-801-3210-22310	52.34	UNIFORMS-K TEMPLEMAN	18-0061	316833	
	0010-801-3210-22310	35.98	UNIFORMS-K TEMPLEMAN	18-0061	316833	
	0010-801-3210-22310	142.30	UNIFORMS-R TULLIUS	18-0061	316833	
	0010-801-3210-22310	33.90	UNIFORMS-R TULLIUS	18-0061	316833	
	0010-801-3210-22310	155.39	UNIFORMS-R WEDDLE	18-0061	316833	
	0010-801-3210-22310	18.89	UNIFORMS-R WEDDLE	18-0061	316833	
	0010-801-3210-22310	14.19	UNIFORMS-J WONG	18-0061	316833	
	0010-801-3210-22310	14.19	UNIFORMS-J WONG	18-0061	316833	
	0010-801-3210-22310	28.36	UNIFORMS-J WONG	18-0061	316833	
	0010-801-3210-22310	35.98	UNIFORMS-J WONG	18-0061	316833	
	0010-801-3210-22310	23.98	UNIFORMS-J WONG	18-0061	316833	
						5,271.52
GALLADE CHEMICAL, INC.	0092-801-4222-23300	1,180.41	WATER CHEMICALS		800 *	1,180.41
GARVEY EQUIPMENT COMPANY	0010-801-6517-23050	178.44	SPARK PLUG,OIL,MULCH BLADE	18-0177	316834	178.44
GOVCONNECTION INC.	0010-801-3115-24150	327.41	PRINTER		316835	327.41
GRAINGER	0010-801-4210-38100	399.26	DUCT FAN,DOOR LOVER,GRILLE	18-0157	316836	
	0110-801-4202-23600	1,836.48	CLEANING SOLVENT	18-0094	316836	
	0010-801-4202-23950	415.76	SAFETY GLASSES	18-0094	316836	

* Indicates an E-Payable transaction

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,651.50
FRANCISCO BAYANI JR. GRAPE	0010-701-0010-03630	53.00	REFUND PARKING CITATION		316837	53.00
GRM INFORMATION MANAGEMENT	0063-801-5004-99068	26.82	DOCUMENT SYSTEM SERVICES	18-0232	316838	26.82
GRP 2 UNIFORMS INC (DBA) KEYSTONE U	0010-801-3103-22310	252.09	UNIFORMS-C SOU		316839	
	0010-801-3103-22310	29.05	UNIFORMS-C SOU		316839	
	0010-801-3103-22310	29.05	UNIFORMS-T HUYNH		316839	310.19
SAMUEL JIE GUO	0159-801-6507-31910	6,177.00	INSTRUCTOR-RECREATION CLASS		316840	6,177.00
H2O RESTORATION INC.	0010-801-4210-38100	2,500.00	WATER DAMAGE CLEAN UP		316841	
	0010-801-4210-38100	2,500.00	WATER DAMAGE CLEAN UP		316841	5,000.00
HACH COMPANY (AKA ELE	0092-801-4222-23700	1,025.10	POCKET CHLORINE SYSTEM	18-0236	316842	1,025.10
SU HAN	0010-701-0010-03630	63.00	REFUND PARKING CITATION		316843	63.00
HANSON AGGREGATES	0110-801-4202-23600	559.04	ASPHALT		801 *	559.04
HARRINGTON INDUSTRIAL PLASTICS	0093-801-4227-23300	428.27	VALVE BALL TUBES, COUPLING	18-0235	802 *	428.27
HDL COREN & CONE	0010-801-1403-31400	4,562.50	PROPERTY TAX SERVICES	18-0275	316844	4,562.50
HERNANDEZ FLOOR COVERING	0349-801-3201-39400	1,100.00	INSTALL GYM FLOORING FS61		316845	1,100.00
HOME DEPOT CREDIT SERVICES	0010-801-6508-39860	24.02	BROWN BUILDER'S PAPER		316846	
	0010-801-4210-23050	224.33	PRYBAR, BATTERIES, WRENCH, FAUCET	18-0153	316846	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HOME DEPOT CREDIT SERVICES	0010-801-4210-23050	104.86-	HARDWARE REFUND-CREDIT	18-0153	316846	
	0010-801-4210-23050	362.53-	ANTENNA,TILE MAT-CREDIT	18-0153	316846	
	0010-801-4210-23050	67.46	SCREWS,HINGES	18-0153	316846	
	0010-801-4210-23050	245.38	TRAP,CLING PAINT	18-0153	316846	
	0010-801-4210-23050	432.31	PAINT	18-0153	316846	
	0010-801-4210-23050	353.64	PAINT,FRUIT FLY TRAP	18-0153	316846	
	0010-801-4210-23050	167.83	BRUSH SET,ROLLER TRAY,STICK	18-0153	316846	
	0010-801-4210-23050	168.15	LED FLOOD LIGHT,BROWN PAPER	18-0153	316846	
						1,215.73
INTERWEST CONSULTING GROUP, INC	0010-701-0010-06100	18,600.00	PLAN CHECK SERVICES	18-0026	316847	
						18,600.00
IP LEARNING CENTER	0159-801-6507-31920	3,024.75	INSTRUCTOR-RECREATION CLASS		316848	
						3,024.75
SHELLY MARIE ISHIDA	0159-801-6507-31920	696.00	INSTRUCTOR-RECREATION CLASS		316849	
						696.00
JEANINE CARR (DBA) TIPPI TOES WEST	0159-801-6507-31920	1,015.50	INSTRUCTOR-RECREATION CLASS		316850	
						1,015.50
JHM SUPPLY INC	0010-801-6517-22100	94.55	COUPLING	18-0173	316851	
						94.55
RICHARD KAGEYAMA	0159-801-6507-31920	163.80	INSTRUCTOR-RECREATION CLASS		316852	
						163.80
GABRIELA KASANJIAN	0159-801-6507-31920	374.40	INSTRUCTOR-RECREATION CLASS		316853	
						374.40
KEYSTONE UNIFORM CENTERS	0010-801-3102-22310	205.26	UNIFORMS-D ELLIOTT		316854	
	0010-801-3101-22320	350.75	UNIFORMS-F DEANDA		316854	
	0010-801-3103-22310	101.55	UNIFORMS-S GIOVANAZZI		316854	
	0010-801-3103-22310	298.77	UNIFORMS-L NORRIS		316854	
	0071-801-3120-22310	373.94	UNIFORMS-C LOUIE		316854	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KEYSTONE UNIFORM CENTERS	0010-801-3102-22310	310.82	UNIFORMS-R BARRERA		316854	
	0010-801-3102-22310	209.66	UNIFORMS-D CASTELLANO		316854	
	0010-801-3102-22310	131.35	UNIFORMS-D ELLIOTT		316854	
	0010-801-3103-22310	172.90	UNIFORMS-T GRANT		316854	2,155.00
GWEN KISHIDA	0010-801-6003-22450	128.00	PORTABLE BLUETOOTH SPEAKER		316855	
	0010-801-6003-22450	69.92	RECHARGEABLE WIRELESS MOUSE		316855	
	0010-801-6001-21350	124.32	MONTHLY PLANNERS		316855	
	0075-450-0075-08270	62.36	PRINTER INK CARTRIDGE (TRUST)		316855	
	0075-450-0075-08270	23.99	PRINTER INK CARTRIDGE (TRUST)		316855	408.59
KNIGHT COMMUNICATIONS INC	0010-801-1301-38400	497.17	SYSTEM MANAGEMENT SERVICE		316856	
	0010-801-1404-38400	464.96	SYSTEM MANAGEMENT SERVICE		316856	
	0043-801-1404-38400	548.29	SYSTEM MANAGEMENT SERVICE		316856	
	0092-801-1404-38400	714.97	SYSTEM MANAGEMENT SERVICE		316856	
	0010-801-1701-38400	376.67	SYSTEM MANAGEMENT SERVICE		316856	
	0010-801-1702-38400	376.67	SYSTEM MANAGEMENT SERVICE		316856	
	0010-801-1703-38400	376.67	SYSTEM MANAGEMENT SERVICE		316856	
	0010-801-1801-38400	733.75	SYSTEM MANAGEMENT SERVICE		316856	
	0010-801-3115-38400	1,282.50	SYSTEM MANAGEMENT SERVICE		316856	
	0010-801-3201-38400	897.50	SYSTEM MANAGEMENT SERVICE		316856	
	0022-801-4202-38400	524.08	SYSTEM MANAGEMENT SERVICE		316856	
	0010-801-4210-38400	386.75	SYSTEM MANAGEMENT SERVICE		316856	
	0060-801-4211-38400	1,716.66	SYSTEM MANAGEMENT SERVICE		316856	
	0043-801-4212-38400	552.92	SYSTEM MANAGEMENT SERVICE		316856	
	0092-801-4220-38400	1,628.33	SYSTEM MANAGEMENT SERVICE		316856	
	0131-801-6001-38400	853.33	SYSTEM MANAGEMENT SERVICE		316856	
	0010-801-6502-38400	1,110.83	SYSTEM MANAGEMENT SERVICE		316856	13,042.05

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KNOWLES-MCNIFF	0010-801-1404-31700	783.00	INFORMATION TECHNOLOGY SERVICE		316857	
	0043-801-1404-31700	3,850.00	INFORMATION TECHNOLOGY SERVICE		316857	
	0092-801-1404-31700	3,908.00	INFORMATION TECHNOLOGY SERVICE		316857	
	0010-801-3115-31700	599.00	INFORMATION TECHNOLOGY SERVICE		316857	
	0010-801-3220-31700	209.00	INFORMATION TECHNOLOGY SERVICE		316857	
	0092-801-4221-31700	989.00	INFORMATION TECHNOLOGY SERVICE		316857	
	0093-801-4226-31700	212.00	INFORMATION TECHNOLOGY SERVICE		316857	
	0093-801-4227-31700	259.00	INFORMATION TECHNOLOGY SERVICE		316857	
	0093-801-4228-31700	212.00	INFORMATION TECHNOLOGY SERVICE		316857	
	0093-801-4229-31700	199.00	INFORMATION TECHNOLOGY SERVICE		316857	
	0093-801-4231-31700	265.00	INFORMATION TECHNOLOGY SERVICE		316857	
	0093-801-4232-31700	212.00	INFORMATION TECHNOLOGY SERVICE		316857	
	0010-801-6001-31700	803.00	INFORMATION TECHNOLOGY SERVICE		316857	
						12,500.00
KOA CORPORATION	0010-701-0010-06300	7,808.40	MKT PLACE WATERLINE INSPECTION	18-0068	316858	
	0010-701-0010-06910	9,000.00	MKT PLACE WATERLINE INSPECTION	18-0068	316858	
						16,808.40
L N CURTIS & SONS	0010-801-3210-22300	358.20	STATION BOOTS-T STARK		316859	
						358.20
LAWN MOWER CORNER/KNG POWER EQUIPME	0092-801-4222-23400	31.82	CONCRETE SAW REPAIR OIL	18-0217	316860	
						31.82
SANDRA LEE	0010-801-1801-39400	775.56	HR NEOGOV CONFERENCE		316861	
						775.56
LIEBERT CASSIDY WHITMORE	0010-801-1801-31953	6,188.40	LEGAL SERVICES-DISCIPLINE		316862	
	0010-801-1801-31953	718.00	LEGAL SERVICES-DISCIPLINE		316862	
	0010-801-1601-31600	5,114.70	LEGAL SERVICES-GENERAL		316862	
	0010-801-1601-31600	1,384.50	LEGAL SERVICES-SEIU NEG		316862	
						13,405.60

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LIFE-ASSIST INC	0010-801-3220-22350	142.20	EPINEPHRINE	18-0054	316863	
	0010-801-3220-22350	208.00	CALCIUM CHLORIDE	18-0054	316863	
	0010-801-3220-22350	164.64	SODIUM CHLORIDE	18-0054	316863	
	0010-801-3220-24200	111.12	BANDAGES,COLD PACK,BLADES	18-0054	316863	
	0010-801-3220-22350	542.55	AMIODARONE,ONDANSETRON NALOXON	18-0054	316863	
	0010-801-3220-24200	205.75	CATHETERS,BP CUFFS	18-0054	316863	1,374.26
ANDREA LOFTHOUSE	0428-801-6002-31950	1,000.00	FRUIT & FLOWER SHOW RESEARCH		316864	
	0428-801-6002-31950	250.00	POTLUCK POETRY WORKSHOP		316864	1,250.00
LONG BEACH BMW MOTORCYCLES (DBA)	0060-801-4211-38400	682.47	SERVICE UNIT 048		803 *	682.47
LOS ANGELES COUNTY CERTIFIED	0092-801-4222-41100	1,615.00	HAZARDOUS WASTE/GENERATOR FEE		316865	
	0093-801-4227-41100	1,487.00	HAZARDOUS WASTE/GENERATOR FEE		316865	
	0093-801-4226-41100	1,065.00	HAZARDOUS WASTE/GENERATOR FEE		316865	4,167.00
LOS ANGELES COUNTY SHERIFF'S DEPART	0010-801-3113-22600	677.32	INMATE MEALS SERVICES	18-0005	316866	677.32
LOS ANGELES COUNTY TAX	0092-801-4222-41100	81.83	17-18 PROPERTY TAX		316867	
	0092-801-4222-41100	76.78	17-18 PROPERTY TAX		316867	
	0092-801-4222-41100	82.22	17-18 PROPERTY TAX		316867	
	0092-801-4222-41100	292.06	17-18 PROPERTY TAX		316867	
	0092-801-4222-41100	343.66	17-18 PROPERTY TAX		316867	
	0092-801-4222-41100	141.79	17-18 PROPERTY TAX		316867	
	0092-801-4220-39300	323.43	17-18 PROPERTY TAX		316867	
	0093-801-4226-41100	3,594.59	17-18 PROPERTY TAX		316867	
	0093-801-4227-41100	193.59	17-18 PROPERTY TAX		316867	
	0092-801-4222-41100	115.72	17-18 PROPERTY TAX		316867	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						5,245.67
BETTY LU	0010-801-1801-39400	1,188.00	TUITION REIMBURSEMENT		316868	1,188.00
CINDY LUC	0159-701-0159-07020	65.00	REFUND RECREATION CLASS		316869	65.00
LUMINARIAS	0075-450-0075-08270	1,975.48	TUTOR RECOGNITION LUNCH (TRUST)		316870	1,975.48
MAK FIRE PROTECTION ENGINEERING & C	0010-701-0010-06330	5,283.00	FIRE PLAN CHECK	18-0036	316871	7,224.00
	0010-701-0010-06330	1,941.00	FIRE PLAN CHECK	18-0036	316871	
MARTIN FLORIST	0092-801-6508-31990	218.50	FLORAL ARRANGEMENTS		316872	218.50
MATCO TOOLS (DBA)	0060-801-4211-24100	220.65	FLEET TOOLS		316873	220.65
MATTHEW GEIGER (DBA) FSP DESIGNS	0010-801-6502-22310	132.34	RECREATION UNIFORMS		316874	132.34
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23400	220.95	LED FLASHLIGHT, RAGS	18-0226	316875	658.75
	0092-801-4222-23700	437.80	TUBING, FITTING, NUT	18-0226	316875	
MCNEILL SECURITY AND FIRE SYSTEMS	0010-801-4210-38400	654.59	ALARM SERVICES		316876	654.59
MIDWEST TAPE	0010-801-6002-40000	229.20	DVD/CD(S) 14		316877	420.35
	0010-801-6002-40000	76.42	DVD/CD(S) 5		316877	
	0010-801-6002-40000	78.62	DVD/CD(S) 3		316877	
	0010-801-6002-40000	21.89	DVD/CD(S) 1		316877	
	0010-801-6002-40000	14.22	DVD/CD(S) 1		316877	
MIKE'S MUFFLER	0060-801-4211-38400	126.00	FLEET REPAIR-UNIT 107		316878	

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						126.00
PETER MORRIS	0159-801-6507-31920	239.85	INSTRUCTOR-RECREATION CLASS		316879	239.85
MOST DEPENDABLE FOUNTAINS INC	0176-801-6516-23300	123.75	FLOW REGULATOR,HOSE		316880	123.75
MR. ROOTER PLUMBING (DBA)	0010-801-4210-38100	862.00	PLUMBING SERVICES	18-0135	316881	1,612.00
	0010-801-4210-38100	750.00	PLUMBING SERVICES	18-0135	316881	
MV CHENG & ASSOCIATES INC.	0010-801-1403-31950	3,315.00	TEMPORARY STAFFING SERVICES	18-0010	316882	7,670.00
	0010-801-1403-31950	4,355.00	TEMPORARY STAFFING SERVICES	18-0010	316882	
NATIONAL BUSINESS FURNITURE	0010-801-3120-22750	210.20	OFFICE CHAIR		316883	210.20
NAVARRO'S TOWING	0010-801-3103-22750	75.00	TOWING SERVICES-UNIT 027		316884	300.00
	0010-801-3103-22750	75.00	TOWING SERVICES-UNIT 027		316884	
	0010-801-3103-22750	75.00	TOWING SERVICES-UNIT 076		316884	
	0010-801-3103-22750	75.00	TOWING SERVICES-UNIT 076		316884	
NETWORK INNOVATIONS US INC.	0010-801-3230-32050	31.02	EOC PHONE SERVICE		316885	31.02
O'REILLY AUTO PARTS	0060-801-4211-23500	43.79	BLOW GUN KIT	18-0126	316886	132.98
	0060-801-4211-23500	18.51	TRANS FILTER,OIL FILTER	18-0126	316886	
	0060-801-4211-23500	58.22	TRANS FILTER,HYDRO OIL	18-0126	316886	
	0060-801-4211-23500	12.46	OIL SEAL-UNIT 019	18-0126	316886	
OFFICE DEPOT INC.	0010-801-6006-22450	31.22	COLORLED PENCILS		316887	
	0010-801-6006-22450	25.63	RUBBER CEMENT		316887	
	0010-801-6001-21350	3.77	SUGAR		316887	

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OFFICE DEPOT INC.	0010-801-6001-22150	99.50	RESTROOM AIR FRESHENER		316887	
	0010-801-6006-22450	10.26	WIGGLE EYES STICKERS		316887	
	0010-801-6001-22150	33.17	RESTROOM AIR FRESHENER REFILL		316887	
	0010-801-6001-22150	28.50	METAL SURFACE POLISH		316887	
	0010-801-6006-22450	46.75	PORTFOLIOS, LABELS, RED PAPER		316887	
	0010-801-6006-22450	20.58	TEAL ASTROBRIGHTS PAPER		316887	
	0010-801-6004-22450	17.31	CD WIPES		316887	
	0010-801-6004-22450	26.93	RECHARGEABLE BATTERIES		316887	
	0010-801-6001-21350	11.58	TISSUE		316887	
	0010-801-6004-22450	57.62	COLOR PAPER		316887	
	0010-801-1408-21250	57.55	COPIER PAPER		316887	
	0010-801-6502-21250	57.55	COPIER PAPER		316887	
	0010-801-1801-21250	57.55	COPIER PAPER		316887	
	0010-801-1408-21350	349.55	ELECTRIC STAPLER		316887	
	0010-801-3205-21300	71.14	LABELS, ENVELOPES	18-0211	316887	
	0010-801-3220-21250	422.97	LASER POST CARDS	18-0211	316887	
	0010-801-3210-21300	101.69	TONER CARTRIDGE	18-0211	316887	
						1,530.82
OFFICE SOLUTIONS	0010-801-1703-21350	104.23	ERASER, PENCIL, DUCT TAPE, WIPES		804 *	
	0010-801-1703-21350	11.16	RULED LEGAL PAD		804 *	
	0010-801-1408-21250	24.58	DESK PADS	18-0071	804 *	
	0010-801-1408-21250	110.10	STAPLES, PAPER	18-0071	804 *	
	0010-801-1408-21250	39.41	CALENDAR	18-0071	804 *	
	0010-801-1301-21300	73.31	CALENDAR, EXT CORD, PRONG BASE		804 *	
	0010-801-1301-21350	131.66	TAPE, DVD DISC, EXT CORD, PRONG		804 *	
						494.45
NELSON ONG	0159-801-6507-31920	1,602.00	INSTRUCTOR-RECREATION CLASS		316888	
						1,602.00
PERFORMANCE ELEVATOR CONTRACTORS IN	0010-801-4210-38400	160.00	ELEVATOR MAINTENANCE	18-0067	316889	

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PERFORMANCE ELEVATOR CONTRACTORS IN	0010-801-4210-38400	320.00	ELEVATOR MAINTENANCE	18-0067	316889	480.00
PRINT SPOT	0010-801-1403-39250	246.38	CAFR REPORT COVERS		316890	246.38
PROMINENT SYSTEMS, INC	0093-801-4229-23300	90,000.00	WELLS CARBON CHANGE OUT	18-0210	316891	104,780.00
	0093-801-4226-23300	14,780.00	WELLS CARBON CHANGE OUT	18-0210	316891	
PROSOURCE FACILITY SUPPLY	0010-801-1407-38250	376.68	PAPER TOWELS		316892	376.68
PUI SHEUNG YUK (DBA) YACA EDUCATION	0159-801-6507-31920	873.60	INSTRUCTOR-RECREATION CLASS		316893	873.60
QUALITY CODE PUBLISHING LLC	0010-801-1301-39250	1,862.70	MUNICIPAL CODE	18-0123	316894	1,862.70
R S D REFRIGERATION	0010-801-4210-23400	84.98	VOLT FUSES,HOSE CLAMPS	18-0159	316895	84.98
RICHARD L. MAI	0075-450-0075-08620	301.50	NNO REUSABLE BAGS,BANNER-TRUST		316896	301.50
RKA CONSULTING GROUP	0010-850-5002-96093	1,223.75	ENGINEERING SERVICES	17-0407	316897	6,678.75
	0010-850-5002-96093	255.00	ENGINEERING SERVICES	17-0407	316897	
	0010-801-5004-96095	5,200.00	ENGINEERING SERVICES	18-0222	316897	
S C FUELS (DBA)	0060-801-4211-22250	10,147.93	FUEL	18-0120	316898	10,147.93
SA ASSOCIATES	0010-801-4212-31500	11,857.50	CONSTRUCTION INSPECTOR	18-0247	316899	11,857.50
SAN GABRIEL BASIN WATER	0092-801-4222-22900	33,519.60	WATER ASSESSMENT	18-0201	316900	33,520.40
	0092-801-4222-22900	0.80	WATER ASSESSMENT		316900	

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SAN GABRIEL VALLEY WATER CO.	0092-801-4222-36300	60.80	WATER SERVICES		316901	60.80
SAN LUIS BUTANE DISTRIBUTORS, INC	0060-801-4211-22250	49.61	PROPANE	18-0127	316902	
	0060-801-4211-22250	113.18	PROPANE	18-0127	316902	
	0060-801-4211-22250	44.81	PROPANE	18-0127	316902	
	0060-801-4211-22250	11.31	PROPANE	18-0127	316902	
	0060-801-4211-22250	97.67	PROPANE	18-0127	316902	
	0060-801-4211-22250	53.75	PROPANE	18-0127	316902	
	0060-801-4211-22250	48.95	PROPANE	18-0127	316902	
	0060-801-4211-22250	61.41	PROPANE	18-0127	316902	
	0060-801-4211-22250	157.34	PROPANE	18-0127	316902	
	0060-801-4211-22250	57.65	PROPANE	18-0127	316902	695.68
SANDE EQUIPMENT COMPANY, INC.	0060-801-4211-23500	95.54	PRESSURE WASHER PARTS		316903	95.54
SEAL POOL SUPPLY, INC.	0010-801-6503-38200	87.55	FLOW METER		316904	87.55
TERESA REAL SEBASTIAN	0010-801-1101-11100	80.00	MAYOR'S EXPENSES		316905	
	0092-801-1101-11100	60.00	MAYOR'S EXPENSES		316905	
	0043-801-1101-11100	60.00	MAYOR'S EXPENSES		316905	200.00
SERGIO BALANDRAN (DBA) THE SAUCE CO	0010-801-6508-39860	1,429.70	BEST PLACE TO LIVE BANNER		316906	
	0010-801-1101-21350	1,404.70	BEST PLACE TO LIVE BANNER		316906	2,834.40
SIMPLEXGRINNELL LP	0010-801-4210-38400	1,883.43	ALARM REPAIR		316907	1,883.43
SMARDAN SUPPLY COMPANY	0010-801-4210-23300	146.19	ACORN CHROME HB	18-0154	316908	
	0010-801-4210-23300	136.77	BALL VALVE	18-0154	316908	

CITY OF MONTEREY PARK
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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SMARDAN SUPPLY COMPANY	0010-801-4210-23300	240.08	BALL VALVE	18-0154	316908	523.04
SMART & FINAL #321	0010-801-3210-22750	41.90	WATER CACHE		316909	
	0349-801-3201-39400	64.64	REFRESHMENTS-CAPTAIN EXAM		316909	106.54
STAPLES BUSINESS ADVANTAGE	0010-801-3230-39700	136.60	BINDER		316910	
	0010-801-3230-39700	120.40	GREAT SHAKE OUT SUPPLIES		316910	257.00
STATUS ONE MEDICAL INC	0010-801-1802-22750	32.57	ELASTIC STRIP,ANTIBIOTIC OINT		316911	
	0010-801-1802-22750	83.58	ELASTIC STRIP,PAIN RELIEVER		316911	116.15
REGGIE STEVENS	0159-801-6507-31920	119.60	INSTRUCTOR-RECREATION CLASS		316912	119.60
SUPERIOR COURT OF CALIFORNIA - COUN	0010-701-0010-03620	10,237.10	CITATION PROCESSING		316913	10,237.10
SUPREME TROPHIES & GIFTS CO.	0075-450-0075-08915	10.95	BASKETBALL COURT PLATE (TRUST)		316914	10.95
TANK SPECIALISTS OF CALIFORNIA	0060-801-4211-22250	620.00	SYSTEM TEST AND CERTIFICATION	18-0119	316915	620.00
RICHARD R. TERZIAN	0010-801-1702-31600	575.00	FIRE HEARING SERVICES		316916	575.00
PETER THAI	0159-801-6507-31920	2,347.50	INSTRUCTOR-RECREATION CLASS		316917	2,347.50
TOM'S CLOTHING & UNIFORMS INC	0010-801-3101-22320	265.48	UNIFORMS-M ABASOLO		316918	
	0010-801-3101-22320	342.17	UNIFORMS-R DUTREUX		316918	
	0010-801-3101-22320	7.65	UNIFORMS-D VANDERHEYDEN		316918	
	0010-801-3102-22310	9.83	UNIFORMS-D CASTELLANO		316918	
	0010-801-3103-22310	54.07	UNIFORMS-W LEON		316918	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TOM'S CLOTHING & UNIFORMS INC	0010-801-3103-22310	146.50	UNIFORMS-S CASTILLO		316918	
	0010-801-3103-22310	17.70	UNIFORMS-R ESQUIBEL		316918	
	0010-801-3103-22310	87.40	UNIFORMS-A GUEVARA		316918	
	0010-801-3103-22310	244.72	UNIFORMS-D LAM		316918	
	0010-801-3103-22310	14.75	UNIFORMS-A MENA		316918	
	0010-801-3103-22310	15.73	UNIFORMS-R ESQUIBEL		316918	
	0010-801-3103-22310	290.06	UNIFORMS-T GRANT		316918	
	0010-801-3103-22310	126.84	UNIFORMS-D LAM		316918	
	0010-801-3103-22310	47.68	UNIFORMS-T ZENG		316918	
	0010-801-3103-22310	9.86	UNIFORMS-T GRANT		316918	
	0010-801-3103-22310	77.86	UNIFORMS-P VILLALOBOS		316918	
	0010-801-3104-22310	98.32	UNIFORMS-B CUEVAS		316918	
	0010-801-3104-22310	47.20	UNIFORMS-D FERRARI		316918	
	0010-801-3104-22310	60.09	UNIFORMS-E ROMO		316918	
	0010-801-3111-22310	24.58	UNIFORMS-W ESTRADA		316918	
	0010-801-3112-22310	142.57	UNIFORMS-K LUO		316918	
	0010-801-3113-22310	80.63	UNIFORMS-L FLORES		316918	
	0010-801-3113-22310	6.56	UNIFORMS-L FLORES		316918	
	0010-801-3113-22310	37.36	UNIFORMS-L FLORES		316918	
	0071-801-3120-22310	57.03	UNIFORMS-N BANKS		316918	
	0071-801-3120-22310	57.03	UNIFORMS-T HUYNH		316918	
	0022-801-4202-22300	38.24	UNIFORMS-J HERNANDEZ		316918	
	0022-801-4202-22300	178.08	UNIFORMS-C MOORE		316918	
	0022-801-4202-22300	49.16	UNIFORMS-C MOORE		316918	
	0092-801-4221-22300	120.18	UNIFORMS-D MIRELES		316918	
	0092-801-4221-22300	230.52	UNIFORMS-D VERA		316918	
	0092-801-4223-22300	114.71	UNIFORMS-F DOMINGUEZ		316918	
	0092-801-4221-22300	120.18	UNIFORMS-D MIRELES		316918	
	0092-801-4223-22300	60.09	UNIFORMS-F DOMINGUEZ		316918	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TOM'S CLOTHING & UNIFORMS INC	0092-801-4223-22300	60.09	UNIFORMS-F DOMINGUEZ		316918	
	0092-801-4223-22300	248.00	UNIFORMS-E VILLARROEL		316918	
	0109-801-6511-22750	100.05	UNIFORMS-C LIM		316918	
	0176-801-6516-22310	254.55	UNIFORMS-R VALENZUELA		316918	
	0176-801-6516-22310	202.58	UNIFORMS-M RAMIREZ		316918	4,146.10
LAURA R. TORRES-HOAGLAND	0159-801-6507-31920	33.15	INSTRUCTOR-RECREATION CLASS		316919	33.15
LAURINDA SU TRUONG	0159-801-6507-31920	344.40	INSTRUCTOR-RECREATION CLASS		316920	344.40
DOROTHY TSU	0159-801-6507-31920	410.80	INSTRUCTOR-RECREATION CLASS		316921	410.80
TURNOUT MAINTENANCE COMPANY LLC	0010-801-3210-22300	189.08	FIRE UNIFORM CLEAN/REPAIR		316922	
	0010-801-3210-22300	805.00	FIRE UNIFORM CLEAN/REPAIR		316922	994.08
TYLER TECHNOLOGIES, INC.	0010-850-5002-99067	290.00	POLICE SYSTEM TRAINING	17-0645	316923	290.00
WALTERS WHOLESALE ELECTRIC CO	0010-801-4210-23400	80.04	LIGHT BULBS	18-0137	316924	80.04
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	208.49	PURE ENERGY	18-0125	805 *	
	0060-801-4211-23500	103.23	REAR ROTOR,OIL SEAL-UNIT 063	18-0125	805 *	
	0060-801-4211-23500	106.67	AIR FILTER,FLUE FILTER-WD70	18-0125	805 *	
	0060-801-4211-23500	130.42	SENDER ASY-UNIT 045	18-0125	805 *	
	0060-801-4211-23500	403.12	BATTERY-UNIT 906	18-0125	805 *	
	0060-801-4211-23500	100.75	ANTI-FREEZE	18-0125	805 *	
	0060-801-4211-23500	338.18	FRONT AND REAR ROTOR-UNIT 019	18-0125	805 *	
	0060-801-4211-23500	47.27	POSIQUIET EXTEN	18-0125	805 *	
	0060-801-4211-23500	65.55-	PURE ENERGY-CREDIT	18-0125	805 *	

* Indicates an E-Payable transaction

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	48.83-	OIL SEAL-CREDIT	18-0125	805 *	1,235.05
	0060-801-4211-23500	88.70-	BATTERY-CREDIT	18-0125	805 *	
WEST COAST ARBORISTS, INC.	0010-801-6516-31190	5,256.00	TREE MAINTENANCE SERVICES	18-0179	316925	8,364.00
	0010-801-6516-31190	3,108.00	TREE MAINTENANCE SERVICES	18-0179	316925	
WESTCO SERVICE COMPANY	0010-801-4210-38150	4,299.00	AIR CONDITIONING REPAIR	18-0040	316926	6,400.00
	0010-801-4210-38150	1,162.00	AIR CONDITIONING REPAIR	18-0040	316926	
	0010-801-4210-38150	939.00	AIR CONDITIONING REPAIR	18-0040	316926	
WESTERN EXTERMINATOR COMPANY	0010-801-4210-38100	45.00	PEST CONTROL	18-0204	316927	875.00
	0010-801-4210-38100	50.00	PEST CONTROL	18-0204	316927	
	0010-801-4210-38100	50.00	PEST CONTROL	18-0204	316927	
	0010-801-4210-38100	45.00	PEST CONTROL	18-0204	316927	
	0010-801-4210-38100	40.00	PEST CONTROL	18-0204	316927	
	0010-801-4210-38100	40.00	PEST CONTROL	18-0204	316927	
	0010-801-4210-38100	40.00	PEST CONTROL	18-0204	316927	
	0010-801-4210-38100	40.00	PEST CONTROL	18-0204	316927	
	0010-801-4210-38100	40.00	PEST CONTROL	18-0204	316927	
	0010-801-4210-38100	50.00	PEST CONTROL	18-0204	316927	
	0010-801-4210-38100	50.00	PEST CONTROL	18-0204	316927	
	0010-801-4210-38100	65.00	PEST CONTROL	18-0204	316927	
	0010-801-4210-38100	65.00	PEST CONTROL	18-0204	316927	
	0010-801-4210-38100	65.00	PEST CONTROL	18-0204	316927	
	0010-801-4210-38100	45.00	PEST CONTROL	18-0204	316927	
	0010-801-4210-38100	65.00	PEST CONTROL	18-0204	316927	
	0010-801-4210-38100	40.00	PEST CONTROL	18-0204	316927	
	0010-801-4210-38100	40.00	PEST CONTROL	18-0204	316927	
	0010-801-4210-38100	40.00	PEST CONTROL	18-0204	316927	
	0010-801-4210-38100	40.00	PEST CONTROL	18-0204	316927	

* Indicates an E-Payable transaction

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WHITE NELSON DIEHL EVANS LLP	0092-850-1403-31800	12,000.00	AUDIT SERVICES		316928	
	0010-850-1403-31800	11,250.00	AUDIT SERVICES		316928	23,250.00
WHITTIER FERTILIZER CO.	0010-801-6517-22100	15.32	SMALL BARK	18-0181	806 *	15.32
WITTMAN ENTERPRISES	0010-801-3220-31400	11,980.00	AMBULANCE BILLING SVC.	18-0106	316929	11,980.00
RICKY WONG	0159-801-6507-31920	143.00	INSTRUCTOR-RECREATION CLASS		316930	143.00
THOMAS WONG	0159-801-6507-31920	1,008.00	INSTRUCTOR-RECREATION CLASS		316931	1,008.00
GUOTAO ZENG	0010-801-3103-22310	135.74	UNIFORM REIMBURSEMENT		316932	
	0010-801-3103-22310	25.08	UNIFORM REIMBURSEMENT		316932	160.82
TOTAL FOR REGULAR WARRANTS						503,358.18
PRINTED		492,615.76				
E-PAYABLE		10,742.42				

* Indicates an E-Payable transaction

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TOTAL FOR PREPAID WARRANTS	104,271.51
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	492,615.76
TOTAL FOR PRINTED E-PAYABLES	10,742.42
TOTAL WARRANTS	607,629.69
TOTAL VOID CHECKS	4
TOTAL PREPAID CHECKS	55
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	145
TOTAL E-PAYABLES PRINTED	16
TOTAL CHECKS ISSUED	216

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/15/2017
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	76,117.76	229,704.64	305,822.40
0012	RETIREMENT FUND	0.00	5,005.00	5,005.00
0022	STATE GAS TAX FUND	1,697.55	789.56	2,487.11
0043	REFUSE FUND	621.35	5,011.21	5,632.56
0060	CITY SHOP FUND	10,752.16	17,686.06	28,438.22
0061	SEPARATION BENEFITS FUND	4,745.18-	0.00	4,745.18-
0063	TECHNOLOGY INTERNAL SERV FUND	0.00	26.82	26.82
0065	PAYROLL CLEARING ACCOUNT	585.33	0.00	585.33
0071	PUBLIC SAFETY IMPACT FEE FUND	0.00	1,140.60	1,140.60
0075	SPECIAL DEPOSITS FUND	4,214.18	3,174.28	7,388.46
0077	BUSINESS IMPROVEMENT AREA #1	3,470.85	0.00	3,470.85
0080	WORKERS COMP FUND	0.00	6,047.00	6,047.00
0092	WATER FUND	5,232.18	68,799.86	74,032.04
0093	WATER TREATMENT FUND	0.00	137,702.45	137,702.45
0109	OPA PROPOSITION A	139.18	100.05	239.23
0110	MEASURE R FUND	0.00	2,395.52	2,395.52
0131	LIBRARY TAX FUND	0.00	1,680.20	1,680.20
0136	POST	5,850.55	0.00	5,850.55
0159	RECREATION FUND	0.00	20,277.85	20,277.85
0160	ASSET FORFEITURE	250.00	0.00	250.00
0169	CDBG FUND	85.60	0.00	85.60
0176	MAINTENANCE DISTRICT 93-1	0.00	580.88	580.88
0349	ELAC INSTRUCTIONAL SERV PROG	0.00	1,954.20	1,954.20
0428	CA COUNCIL FOR THE HUMANITIES	0.00	1,250.00	1,250.00
0445	LITERACY TRUST GRANT	0.00	32.00	32.00
TOTAL		104,271.51	503,358.18	607,629.69



City Council Staff Report

DATE: November 15, 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 – October 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 October 31, 2017 invested funds for the City of Monterey Park is \$74,881,361.74.

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. The attached monthly investment report includes a summary investment report for the LA County Pooled Investment Fund, which displays the composition by type for the entire pooled investment fund.

Respectfully submitted by:



Joseph Leon
City Treasurer

Prepared by:



Annie Yaung, CPFO
Director of Management Services

Approved by:



Ron Bow
City Manager

**CITY OF MONTEREY PARK
INVESTMENT REPORT
AS OF OCTOBER 31, 2017**

INVESTMENTS PORTFOLIO PROFILE:

TOTAL BALANCE AT 10/31/17

\$ 74,881,361.74

INVESTMENT COMPOSITION

(1) <u>LA COUNTY POOLED INVESTMENT FUND</u> <i>(See Schedule A for LA County Pool Composition)</i>	ON DEMAND	1.420%	<u>\$ 66,133,025.02</u>
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	ON DEMAND	1.080%	<u>\$ 320,336.72</u>
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(2) **LOCAL AGENCY INVESTMENT FUND**

(3) **CERTIFICATES OF DEPOSIT**

	Purchase Date	Maturity Date	Interest Rate	
AMERICAN PLUS BANK	12/02/15	12/02/17	1.15%	\$ 240,000
ASIAN PACIFIC NATIONAL BANK	03/03/17	09/04/18	1.25%	200,000
CATHAY BANK	08/14/16	08/14/18	1.20%	100,000
EVERTRUST BANK	11/14/16	11/15/17	1.20%	100,000
PLAZA BANK	08/30/16	02/28/18	1.25%	245,000
PREFERRED BANK	06/06/17	06/06/18	1.25%	100,000
PREFERRED BANK	03/03/17	03/03/18	1.25%	140,000
ROYAL BUSINESS BANK	06/23/17	06/23/18	1.30%	250,000
COMENITY CAP BK SALT LAKE CITY	09/21/15	09/21/18	1.70%	245,000
BMW BK NORTH AMERICA	09/21/17	03/16/20	1.85%	238,000
SALLIE MAE BANK	10/07/15	10/09/18	1.65%	245,000
GOLDMAN SACHS BANK	10/18/17	10/19/20	1.95%	245,000
CAPITAL ONE NATL BANK	10/25/17	10/26/20	2.00%	245,000
MEDALLION BANK	10/26/15	04/26/18	1.25%	245,000
WEBBANK	10/30/15	07/30/18	1.25%	245,000
WELLS FARGO BANK	11/12/15	11/13/18	1.40%	245,000
BMO HARRIS BANK	11/18/15	11/20/17	1.25%	245,000
COMPASS BANK BIRMINGHAM	12/09/15	12/11/17	1.30%	245,000
CADENCE BANK	02/10/16	02/12/18	1.25%	245,000
WORLDS FOREMOST BANK	04/07/16	04/05/19	1.35%	200,000
JP MORGAN CHASE BANK	04/19/16	04/19/19	1.20%	245,000
BANK NORTH CAROLINA THOMASVILLE	05/27/16	02/27/18	1.00%	245,000
FIRST NATIONAL BANK	06/17/16	06/18/18	1.10%	245,000
AMERICAN EXPRESS CENTURION BANK	12/01/16	12/03/18	1.40%	245,000
FIRST MERCHANTS BANK	12/30/16	06/28/19	1.50%	245,000
WHITNEY BANK	01/25/17	01/25/19	1.55%	245,000
CAPITAL ONE BANK	02/15/17	08/15/18	1.35%	245,000
MERRICK BK SOUTH	04/19/17	04/18/19	1.50%	245,000
AMERICAN EXPRESS BANK	05/03/17	05/04/20	1.80%	245,000
LAKESIDE BANK CHICAGO	05/10/17	05/11/20	1.65%	245,000
BANK OF HOPE	05/26/17	11/26/19	1.70%	245,000
WEX BANK	06/02/17	06/02/20	1.80%	245,000
BROOKLINE BANK	06/29/17	06/28/19	1.65%	245,000
MB FINANCIAL BANK	08/24/17	02/24/20	1.75%	245,000
DISCOVER BANK	09/01/17	09/01/20	1.90%	245,000
ALLY BANK MIDVALE	10/06/17	10/05/20	1.95%	245,000
FIRST TECH FEDERAL CREDIT UNION	10/16/17	10/16/19	1.80%	245,000
TOTAL CDs (37)		Average	1.324%	<u>\$ 8,428,000.00</u>

OTHER INFORMATION:

BANK BALANCE: ⁽¹⁾	<u>\$ 3,830,910.31</u>
AVERAGE MATURITY DAYS	56
AVERAGE INTEREST RATE FOR THE MONTH	1.424%
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 1ST QUARTER 2017-2018 (CUMULATIVE)	<u>\$ 72,179.30</u>
THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.	
3-MONTH T-BILL	<u>1.07%</u>

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

POOLED SURPLUS AND SPECIFIC PURPOSE INVESTMENTS
AS OF SEPTEMBER 30, 2017

SCHEDULE A

<u>PORTFOLIO PROFILE</u>	<u>Pooled Surplus Investments</u>	<u>Specific Purpose Investments</u>
Inventory Balance at 9/30/17		
At Cost	\$ 25,843,606,244	\$ 149,365,439
At Market	\$ 25,671,736,055	\$ 147,679,938
Repurchase Agreements	\$ -	\$ -
Reverse Repurchase Agreements	\$ -	\$ -
Composition by Security Type:		
Certificates of Deposit	8.61%	33.47%
United States Government and Agency Obligations	68.02%	0.00%
Bankers Acceptances	0.00%	0.00%
Commercial Paper	23.16%	0.00%
Municipal Obligations	0.02%	2.86%
Corporate and Deposit Notes	0.19%	0.00%
Repurchase Agreements	0.00%	0.00%
Asset-Backed	0.00%	0.00%
Other	0.00%	28.67%
1-60 days	32.44%	0.00%
61 days-1 year	11.62%	47.56%
Over 1 year	55.94%	52.44%
Weighted Average Days to Maturity	646	



City Council Staff Report

DATE: November 15, 2017

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

TO: The Honorable Mayor and City Council
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 Service Employees' International Union (SEIU), Local 721 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 Confidential Employee Association
2. Authorize the expenditure of \$452,687 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 met on numerous occasions with representatives of the approximate 117 members of the Monterey Park SEIU Employee Association regarding wages, medical, dental and vision benefits, educational incentive allowances, longevity and other terms and conditions of employment. The results of these negotiations are contained in the attached Memorandum of Understanding (MOU), which is being presented to the City Council for approval by adopting an implementing Resolution.

A summary of the MOU provisions include:

- A 3% salary increase in both years of the two year 2017-2019 agreement based on the classification salary table. (pg. 37, 38)
- Increase medical plan contribution of \$250 over the two year proposal (\$125 each year for each member). (pg. 30, 31)
- Increase of \$20 a month for city dental insurance contributions and \$16mo. for vision insurance contribution. (pg. 31, 32)
- Increase of an average of \$50 a month for education incentive pay (pg. 43); slight increase to higher tuition reimbursement cap (pg. 33); and up to \$25 bi-weekly matching deferred compensation contribution. (pg. 36)
- Increase accrued leave cash-out of 25 hours annually. (pg. 24)

- New longevity compensation (\$100) in the 21st year of continuous City service and increase of \$150 in the 26th year of employment with the City of Monterey Park. (pg. 42, 43)
- Increased Life Insurance from \$50K to \$100K. (pg. 33)
- Total 2-year contract cost is: \$1,285,715.

BACKGROUND:

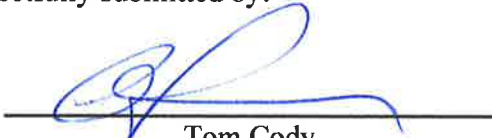
The 2015 – 2017 MOU expired on June 30, 2017. The provisions of that MOU continue until a new MOU is approved.

The SEIU Employee Association represents approximately 117 employee members and has received no salary schedule increases or cost of living adjustments since 2010. This MOU represents the first salary increase since 2010. The City successfully endured fiscal difficulties and challenges for nearly a decade due to the Great 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 including all SEIU members. The SEIU Employee Association members were the miscellaneous group most impacted by these layoffs and furlough.

FISCAL IMPACT:

These negotiated changes in the SEIU Employee Association MOU represents a total first year cost (fiscal year 2017-2018) of approximately \$452,687 to be allocated among the General Fund reserves and various City fund reserves. The second year cost (fiscal year 2018-2019) will be approximately \$833,028.

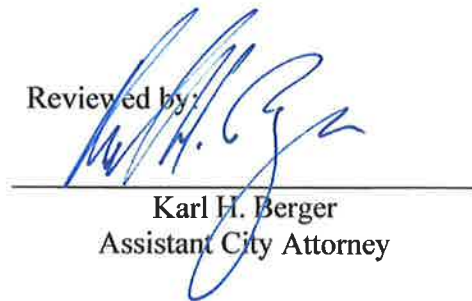
Respectfully submitted by:


 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 SEIU Employee Association MOU
2. MOU Resolution

ATTACHMENT 1
SEIU Employee Association MOU



MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK

and

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721**

July 1, 2017 to June 30, 2019

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PREAMBLE

This Memorandum of Understanding ("MOU") has been prepared in accordance with the California Government Code § 3500. The City of Monterey Park, California, hereinafter referred to as the "City", and the Service Employees International Union, Local 721, hereinafter referred to as the "Union" or "SEIU", have reached this MOU 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 hereto to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning wages, hours of employment, and other conditions of employment.

ARTICLE 2 – RECOGNITION

The City hereby exclusively recognizes and acknowledges SEIU as the recognized employee organization representing all employees in the General Unit ("Unit") for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

The classifications in the unit and hereby covered under this MOU are listed in Appendix A.

ARTICLE 3 – MANAGEMENT RIGHTS

To ensure 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
- To make, publish and enforce rules and regulations

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 Union, upon request by the Union, regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this MOU, Personnel Rules and Regulations, or Salary Resolutions.

ARTICLE 4 – UNION RIGHTS

Section 4.1 **Meet and Confer**

The Union may, by any reasonable method, select up to five (5) employees in the unit to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during their regular duty or work hours, without loss of time, compensation or benefits, provided that:

- No employee shall leave their duties, workstation or assignment without specific approval by an authorized department management official.
- Any such meeting is subject to scheduling by an authorized department management official so as to avoid excessive interference with, or interruption of, assigned work schedules or work performance.

Such employees, after being excused from their regular assigned duties, will be permitted to take reasonable time to discuss terms and conditions of employment. Said employee(s), if on duty, shall be paid for such reasonable time by the City at the same rate of pay for regular work; however, no overtime will be paid for any time spent as set forth above.

Section 4.2 **Access to Worksite**

Union representatives, after permission is granted by the Department Director or designee (if, however, said parties are not available, then permission must be obtained from the City Manager or designee) may enter worksites for the purpose of transacting business of the Union; provided, however, that such business does not excessively interfere with the work of the employees or City operations.

Section 4.3

Union Officers, Representatives and Stewards

A written list of the union officers, representatives and stewards shall be furnished to the City immediately after their designation and the Union shall notify the City promptly in writing of any changes to such list.

Section 4.4

Agency Shop

All employees in the unit shall have the right to join the union, or to refuse/refrain from joining said organization. The parties agree the failure of any employee to remain a full dues paying member of SEIU, pay a service fee, or make a charitable contribution in lieu thereof during the term of this MOU shall constitute just and reasonable cause for termination.

A. Union Membership Dues

Any employee of the unit who is a member of the union, or who has applied for membership, may sign and deliver to the City an authorization for payroll deduction of membership dues for the Union.

B. Maintenance of Membership

Such authorization for union membership shall continue in effect for the duration of this MOU. Any employee who is or becomes a member of SEIU on or by the effective date of this MOU, or at any time subsequent to the effective date of this MOU, shall also be required to maintain such membership in good standing with SEIU, including payroll deductions for union dues, for the duration of this MOU.

Employees may opt to terminate such membership in SEIU only during the period of April 1st through April 15th in the expiration year of this MOU, by notifying the SEIU membership department at the Los Angeles regional office. Such notification must be in the form of a letter, signed and dated by the individual employee, containing the following information: employee name, employee identification number, job classification, and a clear statement of the request to cancel membership in SEIU for the Monterey Park Chapter.

Employees who terminate membership in SEIU under this section shall instead be required to pay an agency service fee or make a charitable contribution in accordance with this article.

C. Agency Service Fees

Any employee of the unit who is not a member of the union or who does not submit an application for membership to the union within thirty (30) days of the implementation date of this MOU, or within thirty (30) days from the date of hire, shall either become a member of the union or pay to the union an agency service fee as a condition of continued employment.

The amount of the fee shall be determined by the union subject to applicable law. In no event may the amount exceed the normal periodic membership dues applicable to union members.

The fee is payable to the union through automatic payroll deductions in the same manner as union dues.

The union represents that the collection, administration and use of agency service fees shall be in conformance with the law. The union shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge the union's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway.

Section 4.5 Payroll Deductions

With respect to all sums deducted by the City, whether for union membership dues, agency service fees, or other contributions as applicable, the City agrees to electronically remit such monies to the Union within thirty (30) calendar days of the close of the pay period. The remittance shall be accompanied by an electronic list of all current employees in the unit, which indicates the effective date(s) of the remittance, each employee's name, employee identification number, hourly rate of pay, and amount(s) being remitted on behalf of each employee.

During such monthly remittance, the City shall also send the Union an electronic list indicating any changes in personnel, employment status (including but not limited to promotion, demotion, transfer, reclassification, retirement, or separation from service), or personal information from the most recent list provided in accordance with Section 4.7 – Reporting Requirements.

Section 4.6 Religious Objection

Any employee in the unit, who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join or financially support the union. An employee seeking a religious exemption shall submit a written request to the union along with any required supporting documentation. Upon approval of a religious exemption, such employee shall pay, in lieu of an agency service fee, a sum equal to the agency service fee, to a non-religious, non-labor, charitable organization exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code agreed to in writing by the employee and the union. Such payment shall be made through automatic payroll deductions in the same manner as union dues and agency service fees.

Section 4.7 Reporting Requirements

1. The Union agrees to furnish any information needed by the City to fulfill the provisions of this article.

2. Within thirty (30) days, or the first pay period of the month, following hire and in the first week of January, April, July and October of each year, the City will provide the Union with the following information for each employee in the unit:

- Name
- Employee Identification Number or last four of Social Security Number
- Job Classification
- Salary Step
- Rate of Pay
- Date of Hire
- Home Address
- Mailing Address (if different)
- Home Phone Number
- Personal Cell Phone Number (if known)
- Personal e-mail on file (if any)
- Worksite Facility/Department
- Work Address
- Work Phone Number

The City agrees to provide such information to the Union in a usable electronic format (preferably Excel).

Section 4.8

Indemnity Clause

The Union agrees to fully indemnify, defend and hold harmless, the City, and its officers, employees and agents, against any claim, action, liability, judgments or settlements regarding the legality of the provisions or impacts of this agency shop provision or any action taken by or on behalf of the City in implementing this agency shop provision. The Union shall have the right to determine whether any such action or proceeding referred to above, shall or shall not be compromised, resisted, tried or appealed, provided however, that the City may retain its own attorney and shall have the right to be consulted before any of the foregoing decisions are made.

Section 4.9

Committee on Political Education (COPE)

Employees wishing to participate shall provide written authorization on a form furnished by the Union indicating the amount to be deducted. The parties agree that the employee may revoke any such deduction at any time. The parties further agree that neither the Union nor the City will bestow any special benefit or cause any detriment as a result of an employee's voluntary choice to make, decline to make, or revoke a contribution.

Section 4.10

Communications

Space shall be provided on City bulletin boards for the posting of notices of concern to union members including, but not limited to, the following:

- Union meetings
- Union elections and results
- Recreational and social events
- Official union business

Other written material may be posted with prior approval of the Director of Human Resources/Risk Management or Department Director.

Section 4.11

New Employee Orientations

The City shall notify the Union of all new employees entering the bargaining unit. The City shall provide the Union with no less than ten (10) days advance written notice of the new employee's date of orientation.

The City agrees to provide each new employee with up to one (1) hour of paid release time to meet with their union representative to receive a copy of the most current MOU and be provided with an orientation on the benefits of union membership. In the event an employee designated as an authorized union representative in Section 4.3 - Union Officers, Representatives and Stewards provides the orientation, such employee shall also be provided with up to one (1) hour of paid release time per month in which to conduct such orientation. If more than one (1) new employee is hired within the same pay period, reasonable effort shall be made to schedule and conduct the orientations during the same time frame.

Section 4.12

Use of City Facilities

The Union shall have use of City facilities for membership meetings, upon reasonable advance notice to and approval by the Director of Human Resources/Risk Management or designee. Such use is subject to applicable City regulations and availability.

ARTICLE 5 – ANTI-STRIKE CLAUSE

The Union hereby agrees that during the term of this MOU, the unit employees, officers and/or agents of the Union 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.

In the event any employee, or employees, participates in any such activities as set forth above, the Union shall notify such employee(s) so engaged, to cease and desist from such activities and shall instruct said person(s) to return to their normal work assignment and duties.

Employees participating in such activities may be subject to disciplinary action; however, informational pickets, following an impasse in the meet and confer process, are excluded from this article and are therefore allowed as long as the picketing is not violent, does not block ingress or egress, and/or does not interfere with public health, safety or order.

ARTICLE 6 – DISCIPLINARY APPEALS

Section 6.1 **Definition of a Disciplinary Appeal**

A disciplinary appeal shall be defined as a formal written objection or challenge to any formal disciplinary action.

Section 6.2 **Definition of a Formal Disciplinary Action**

A formal disciplinary action shall mean suspension without pay for a period not in excess of thirty (30) calendar days, demotion, or any combination thereof, or termination of employment of a regular employee.

Warnings and written reprimands are not considered formal discipline and therefore not subject to appeal.

Section 6.3 **Just Cause for Disciplinary Action**

An employee who has completed an initial probationary period has regular status. Any of the following shall be just cause for the imposition of disciplinary action:

- Incompetence in the performance of the employee's duties
- Insubordination
- Inattention to or dereliction of duty
- Discourteous, abusive, or threatening treatment of the public or other employees

- Failure to disclose material facts or the making of any false or misleading statement on any application, examination form, or other official document of the city
- Substance abuse or alcohol consumption in violation of City policy, including appearing for work under the effects of alcohol/drugs, using alcohol/drugs while on duty, habitual drunkenness, or addiction to the use of narcotics
- Negligent or willful conduct by an employee which results in, or causes, damage to public property or waste of public supplies
- Conduct during or outside duty hours which casts discredit on the service or the City or which may reasonably be expected to result in casting such discredit on the service or the City
- Garnishment of earnings for more than one (1) indebtedness
- Attendance issues, such as absence without approved leave and excessive unexcused absences or tardiness
- Failure to report for physical or mental health examination after due notice
- Dishonesty
- Soliciting, taking or accepting a fee, gift, or other thing of significant value in the course of the employee's work or in connection with it
- Final conviction of any criminal offense involving moral turpitude. A plea or verdict of guilty, or a plea of nolo contendere shall be deemed to be a final conviction within the meaning of this section
- Willful violation of any lawful or official regulation, code, rule, or order
- Violation of the Municipal Code, Personnel Rule, Department rule or any other agency rule which has been properly noticed and made available to employees during the course of their employment

Section 6.4 Progressive Discipline

The City shall use progressive discipline, with the exception of an egregious act on behalf of the employee, and the type of discipline shall be reasonably and fairly administered. Progressive discipline is described as follows:

- Warning

A warning is generally informal and may be verbal or written. Written warnings include counseling letters issued by a supervisor, manager or department head. Such counseling

letters inform the employee of the nature of the violation and corrective action that should be taken.

A warning is not formal discipline and not subject to appeal. If an employee objects to the counseling letter, the employee has a right to respond in writing within thirty (30) calendar days of the date of the counseling letter. The employee's response shall be attached to the counseling letter and placed in the employee's file.

- Written Reprimand

A written reprimand is not formal discipline and not subject to appeal; however, the Department Director will meet with an employee prior to the issuance of a written reprimand to allow the employee an opportunity to present any information which they believe pertinent and which shall be considered before the Department Director makes or authorizes any disciplinary action to be taken.

The meeting with the Department Director shall not be a formal evidentiary hearing but an informal discussion to review the circumstances prior to a decision to take any disciplinary action. The employee may request the presence of their union representative. The Department Director and/or the employee may request that the Director of Human Resources participate in any scheduled meeting.

If an employee objects to the written reprimand issued, the employee has a right to respond in writing within thirty (30) calendar days of the date of the written reprimand. The rebuttal shall not change the final disposition by the Department Director; however, the employee's response shall be attached to the written reprimand and placed in the employee's personnel file.

- Suspension Without Pay

A suspension without pay may be either short-term or long-term.

A short-term suspension is three (3) work days or less in duration.

A long-term suspension is four (4) or more work days in duration. A long-term suspension shall not exceed thirty (30) working days in duration.

An employee may file an appeal if they object to the suspension.

- Demotion

For disciplinary purposes, an employee may be demoted from their position in one classification to a position in another classification having a lower salary range.

An employee may file an appeal if they object to the demotion.

- Termination

Regular employees with permanent status may file an appeal if they object to the termination. Employees on initial probation may be terminated with or without cause and are not eligible for appeal.

Section 6.5 Imposition of Disciplinary Action

Disciplinary action may be imposed upon an employee only as follows:

- The Department Head shall give written notice to the employee and the City Manager of the cause or causes for such disciplinary action, together with a narrative statement of the facts purporting to establish the basis for the disciplinary action as proposed.
- The City Manager shall conduct an informal hearing to allow the Department Head and the employee to present any competent and relevant evidence to prove or disprove the facts upon which the disciplinary action is based. The City Manager shall give at least ten (10) days written notice of such hearing to the employee.
- Based upon the evidence presented at the informal hearing, if the City Manager finds there is substantial evidence to justify and support the disciplinary action as proposed, the City Manager shall approve the disciplinary action. The City Manager may also choose to modify the disciplinary action, based upon the evidence presented, by increasing or decreasing the severity of the disciplinary action as proposed.
- The City Manager shall give the employee, Department Head, and Personnel officer written notice of their decision following the hearing. Such decision shall be final and conclusive in the absence of a timely appeal filed in accordance with Section 6.6 - Appeal Process.

Section 6.6 Appeal Process

Appeals of disciplinary action shall be conducted in accordance with the provisions of this article.

An employee shall have the right to appeal the City Manager's decision on a formal disciplinary action taken against them to the Personnel Board ("Board"), in the time and manner hereinafter set forth. All such appeals shall be in writing and filed with the Personnel Officer on or before 5:00 P.M. of the tenth (10th) day following the giving of notice of the City Manager's decision. For the purpose of this article, the date of the "giving of notice" shall be either the date of personal service upon the employee, or the date that such notice was placed in the course of transmission of the United States Postal Service. Failure for any reason to file an appeal within the time permitted shall be conclusively deemed an acceptance of the City Manager's decision.

Upon receipt of a timely appeal, the Personnel Officer shall set the matter for hearing before the Board, as expeditiously as possible and shall give the appealing party and any other person

requesting the same, written notice of the time and place of the hearing to be held before the Board upon such appeal.

At the time set for such hearing, the Board, de novo, shall hear and consider the evidence presented on behalf of the appointing authority which purportedly constitutes the grounds for the disciplinary action taken. The employee shall be given the right to cross-examine any witness called. The employee shall also be given a reasonable opportunity to present any competent and relevant evidence, call witnesses, and be heard, personally or through an attorney or other representative.

Proceedings before the Board need not be conducted in strict conformity with the rules of evidence as applied in a court of law, but all parties shall observe the substance of the rules of evidence, to the end that the matter may be fully heard and determined upon reliable evidentiary matter.

The City Attorney shall rule on all questions pertaining to procedure, in connection with hearings held before the Board, provided that the Board shall retain the right to overrule the City Attorney on any determination made by the City Attorney, by a majority vote.

In all such appeal hearings, the burden of proof shall be upon the employee to show that the action taken was arbitrary, unreasonable, capricious, or not in accordance with this MOU and other applicable laws.

The Board shall affirm, reverse or modify the disciplinary action under appeal; however, the Board shall not increase the severity of the penalty imposed by the City Manager. The Secretary of the Board shall give written notice to the employee, the City Manager, and the Department Head of its determination. Such determination shall be final and conclusive.

Section 6.7 Witnesses

Any employee who is called as a witness for a disciplinary appeal will be granted paid release time, with no loss in compensation or benefits, if they are called during their regular duty hours.

ARTICLE 7 – GRIEVANCE PROCEDURE

Section 7.1 Definition of a Grievance

A grievance is defined as an alleged violation of a specific provision of this MOU, the City Personnel Rules and Regulations, or of the rules and regulations validly propagated by any department within the City. Grievances shall be processed in accordance with this article.

Matters excluded from the grievance procedure are:

- Performance evaluations
- Reversion from salary Step 10 to Step 9

- Verbal or written warnings and reprimands
- Documentation or informal counseling regarding the employee's work performance
- Matters which have their own appeal process, such as formal disciplinary actions
- Termination under the Agency Shop provision of this MOU
- Unfair labor practices to be adjudicated by the Public Employees Relations Board ("PERB")
- Complaints within the exclusive jurisdiction of state and federal fair employment agencies
- Complaints involving the termination of an initial probationary employee

Disputes regarding jurisdiction (grievability of an issue) shall be subject to resolution by a neutral arbitrator chosen from a list of no less than seven (7) names provided by the State Mediation and Conciliation Services (SMCS). In the event the parties cannot mutually agree upon an arbitrator, the neutral shall be chosen via the striking method with the first strike given to the winner of a coin toss. Each party shall alternately strike a name until only one (1) name remains. The remaining name shall serve as the arbitrator. In the event this person is unable to serve, the previous name remaining shall serve as the arbitrator.

Section 7.2 Procedure

When an employee feels they have been unfairly treated or do not agree with their supervisor on matters that fall within the definition of a grievance, the employee or the Union may initiate formal action to secure review of the grievance by top management. Such action should be used, however, only when informal appeal through discussion with the immediate supervisor has been unsuccessful in resolving the issue.

It is the spirit and intent of this procedure that all grievances be settled quickly and fairly, without any subsequent discrimination against employees who may seek to adjust a grievance, real or imagined.

Section 7.3 Time Limits

Time limits between the steps of the grievance procedure may be extended by written mutual agreement of the parties.

Section 7.4 Representation

The grievant may be represented by a union representative of their choice at all levels of the grievance procedure, including the informal level.

Section 7.5

Witnesses

Any employee who is called as a witness at any level of the grievance process or disciplinary appeal will be granted paid release time, with no loss in compensation or benefits, if they are called during their regular duty hours.

Section 7.6

Process Steps

1. Step 1 – Informal Meeting

The first step of the grievance procedure shall be an informal meeting with the grievant's immediate supervisor in an effort to resolve the grievance.

The Union, or the employee who is initiating the grievance, shall notify the immediate supervisor within fifteen (15) calendar days of becoming aware, or in the exercise of reasonable diligence should have become aware, of a grievable situation.

The informal grievance meeting shall be scheduled at a mutually agreeable time within ten (10) calendar days of the request for an informal grievance meeting.

The supervisor shall respond in writing to the issues raised in the informal meeting within five (5) calendar days.

2. Step 2 – File Formal Grievance

All grievances shall be filed in writing with the immediate supervisor of the person aggrieved and with the Director of Human Resources/Risk Management, or designee, within five (5) calendar days after the employee receives a written response from the informal discussion with the supervisor described in Step 1 above.

3. Step 3 – Administrative Hearings

If the Union or the employee does not obtain satisfactory redress from the immediate supervisor, the grievance may be progressed to the administrative level in writing through the administrative organization in the following order:

- First to the Division Manager
- Second to the Department Director
- Third to the City Manager

In each case, the grievance must be submitted within seven (7) calendar days to the subsequent hearing level and a written notice of disposition must be forwarded to the grievant within fifteen (15) calendar days of receipt at any hearing level.

The City Manager shall be the final administrative authority in all cases, except those in which a violation of the Personnel Ordinance or Rules is alleged. The City Manager shall

forward written notice of disposition of such grievances to the grievant within fifteen (15) calendar days of receipt.

4. Step 4 – Appeals

In the case of those grievances in which a violation of the Personnel Ordinance or Rules is alleged, the Union or employee may appeal to the Personnel Board after the procedures set forth above have been exhausted.

Such appeals shall be filed in writing with the Director of Human Resources/Risk Management within fifteen (15) calendar days of receipt of the disposition from the final administrative hearing in Step 3.

Upon receipt of the appeal, the Personnel Board shall investigate the complaint as it may deem necessary. The hearing shall be held within twenty (20) calendar days after the appeal is filed.

Whenever a hearing is to be held, the Personnel Officer shall notify the person(s) requesting the hearing of the date, time and place of the hearing, and shall publicly post a notice of the hearing.

Unless incapacitated, the person(s) making the complaint shall appear personally before the Personnel Board at the hearing, and may be represented by any person(s) or attorney they select.

Within thirty (30) calendar days or the next regularly scheduled Personnel Board meeting, whichever is later, after receipt of transcripts, pursuant to this section, the Personnel Board shall certify its findings and decision in writing to the City Council, City Manager, and any other official from whose action the appeal is taken, and to the affected employee.

Recommendations by the Personnel Board for redress of grievances will be addressed to the City Manager and shall be advisory in nature.

ARTICLE 8 – WORK SCHEDULES AND OVERTIME

Except as modified herein, work schedules and duty hours shall be governed by Section 5 – Hours of Work of Personnel Rule XI – Attendance and Leaves, as approved by the City Council in the City's Personnel Rules and Regulations on May 6, 2009.

Except as modified herein, overtime shall be governed by Section 3—Overtime of Personnel Rule V—Compensation, as approved by the City Council in the City's Personnel Rules and Regulations on May 6, 2009.

Section 8.1 Definition of Work Week

A workweek is a regular recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods.

Work schedules shall be defined in such a manner as to comply with Fair Labor Standards Act (“FLSA”) work period requirements.

The “workweek” for FLSA overtime purposes shall be established in such a manner that no consecutive seven (7) day (168 hours) period shall exceed forty (40) hours.

Management shall maintain the right to schedule employees’ workdays, start and end times, establish FLSA “work weeks,” and “flex days” on alternative schedules. Department Directors shall have full latitude and authority to establish and/or change any employee’s schedule depending on the needs of the Department.

1. 5/40 Schedule

The workweek 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. A workday is a regular recurring period of eight (8) hours within a twenty-four (24) hour period.

Employees may request to maintain a 5/40 schedule (i.e. Monday–Friday). The decision of the Department Director to grant or deny such a request is not subject to appeal or further review.

The Department Director shall retain the right and sole discretion to maintain an employee on a 5/40 schedule if they determine such schedule necessary for customer service.

2. 9/80 Schedule

The “9/80” schedule provides eighty (80) scheduled hours in a fourteen (14) day cycle where the employee works:

- A week of four (4) workdays of nine (9) hours each and one (1) workday of eight (8) hours; and
- The subsequent week consists of four (4) workdays of nine (9) hours with one (1) day off.

For the “flex day,” the day off should be the same day of the week as the eight (8) hour workday in the other week, usually a Friday or Monday. The “workweek” for FLSA overtime purposes shall be established as four (4) hours into the shift of the eight (8) hour day.

3. 4/40 or 4/10 Schedule

The “4/40” (commonly referred to as “4/10”) work schedule provides forty (40) scheduled hours in a seven (7) day period and the employee works a period of ten (10) hours within a twenty-four (24) hour period.

The “4/10” work schedule may be considered for employees assigned to the Police Department and who work in divisions that are scheduled on a 24/7 basis. Any such consideration is subject to a showing that such schedule positively impacts scheduling, overtime and productivity. Implementation of any alternative schedule is subject to the approval of the Chief of Police and agreement by the City Manager. The Chief of Police and/or the City Manager shall have full discretion to approve, disapprove, continue or discontinue any such alternative schedule with or without cause and with or without notice.

4. 3/12 Schedule

The alternative “3/12” work schedule may be considered for employees assigned to the Police Department and who work in divisions that are scheduled on a 24/7 basis.

The “3/12” schedule provides eighty (80) scheduled hours in a fourteen (14) day cycle where the employee works:

- A week of three (3) workdays of twelve (12) hours each and one (1) workday of eight (8) hours; and
- The subsequent week consists of three (3) workdays of twelve (12) hours with one (1) day off.

For the “flex day,” the day off should be the same day of the week as the eight (8) hour workday in the other week. The “workweek” for FLSA overtime purposes shall be established as four (4) hours into the shift of the eight (8) hour day.

Any such consideration is subject to a showing that such schedule positively impacts scheduling, overtime and productivity. Implementation of any alternative schedule is subject to the approval of the Chief of Police and agreement by the City Manager. The Chief of Police and/or the City Manager shall have full discretion to approve, disapprove, continue or discontinue any such alternative schedule with or without cause and with or without notice.

Section 8.3

Duty Hours

Effective April 1, 2014, City Hall shall re-open Fridays as an eight (8) hour work day, implement a 9/80 work schedule, and a forty (40) hour weekly work schedule will be restored. The actual hours for City Hall operations and off-site facilities are to be determined at the sole discretion of the Department Director as approved by the City Manager.

Each employee's duty hours will be scheduled at the sole discretion of the Department Director based on the needs of the Department.

Section 8.4 Overtime Defined

Work performed in excess of forty (40) hours during the regularly scheduled workweek shall be classified as overtime and is subject to Department Director approval.

Work performed during the workweek includes any time off in a paid status during the regularly scheduled workweek, such as vacation, sick leave, holiday, and compensatory time off.

Section 8.5 Payment for Overtime

Unless otherwise provided in this MOU, overtime worked shall be compensated one and one-half (1½) times the employee's base hourly rate.

Section 8.6 Compensatory Time

1. In lieu of cash payment, overtime worked may be compensated by compensatory time, as requested by the employee, in an amount not to exceed two hundred and forty (240) hours at any time.
2. Accumulated compensatory time in excess of forty (40) hours will be paid out in cash on the first payroll date following December 1st of each year.
3. The rate of conversion from overtime to compensatory time shall be at the appropriate rate [i.e. one and one-half (1½) time or double time (2X)] for the overtime worked.
4. Accumulated compensatory time shall be compensated at the employee's regular rate of pay at the time of the cash-out.

Section 8.7 Overtime Distribution

It shall be the policy of the departments to which unit members are assigned to distribute overtime opportunities in a fair and equitable manner which allows for as broad a number of eligible employees as possible to receive the overtime opportunity. However, the supervisor authorizing overtime shall make the final assignment determination based upon the needs of the City, the availability of employees to work the overtime, and the ability of an employee to most efficiently meet those needs.

ARTICLE 9 – VACATION

Section 9.1 Use of Vacation

All employees, including probationary employees, shall be authorized to utilize vacation time upon accrual.

The times during the calendar year at which an employee may take their 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 service needs of the City.

Section 9.2 Accrual

Commencing the first of the following month after initial appointment, each employee shall accrue vacation leave with pay each month in Vacation Bank II, based upon years of service with the City, for a maximum annual accrual as follows:

Years of Service	Annual Accrual
Up to five (5) years	80 hours
Six (6) years	88 hours
Seven (7) years	96 hours
Eight (8) years	104 hours
Nine (9) years	112 hours
Ten (10) years	120 hours
Eleven (11) years	128 hours
Twelve (12) years	136 hours
Thirteen (13) years	144 hours
Fourteen (14) years	152 hours
Fifteen (15) years	160 hours
Sixteen (16) years	168 hours
Seventeen (17) years	176 hours
Eighteen (18) years	184 hours
Nineteen (19) years	192 hours
Twenty (20) years	200 hours

Section 9.3 Maximum Accumulation

1. Vacation Bank I

Vacation hours accumulated prior to September 30, 2012 were placed in Vacation Bank I.

2. Vacation Bank II

The maximum vacation accumulation in Vacation Bank II shall be four hundred (400) hours.

The parties recognize personal circumstances and/or department staffing requirements may periodically impact the ability of an employee to utilize any or all of their annual vacation accrual. Only in exceptional circumstances shall an employee be allowed to exceed the maximum vacation accumulation. Approval to accrue in excess of the maximum accumulation cap requires a written request from the Department Director to

the City Manager stating the employee will not be authorized to utilize vacation prior to reaching the maximum accumulation cap due to Department staffing requirements.

Section 9.4 Holidays during Vacation

In the event one (1) or more designated holidays fall within an annual vacation leave, said holidays shall not be charged as vacation leave.

Section 9.5 Cash-Out of Vacation

1. Optional Annual Cash-Out

Employees may annually elect, during each fiscal year, to cash out up to a total of one hundred and twenty (120) hours of accumulated but unused vacation and/or holiday time. Any cash-out of vacation shall not cause the employee's total amount of accumulated vacation in their vacation bank(s) to fall below a forty (40) hour minimum balance. Cash-out of accumulated time shall be at the employee's option. Requests for cash-out are to be submitted in a manner prescribed by the City.

2. Separation from Service, Death or Retirement

Upon separation from service, death or retirement, all accumulated but unused vacation time in Vacation Bank I and II shall be paid out to the employee or their designated beneficiary.

3. Rate of Payment

All cash-outs shall be paid at the employee's base hourly rate of pay at the time of the payment.

ARTICLE 10 – HOLIDAYS

Except as modified herein, holidays shall be governed by Section 7 – Holidays of Personnel Rule XI - Attendance and Leaves, as approved by the City Council in the City's Personnel Rules and Regulations on May 6, 2009.

Section 10.1 Designated Holidays

Municipal offices and the Library, with exception of the Delta Plant and the Police and Fire Department facilities, shall be closed on designated holidays in accordance with Section 10.3 - Observation of Holidays.

A designated holiday shall cover a twenty-four (24) hour period beginning at 12:00 A.M. (MIDNIGHT) and ending at 11:59 P.M.

The following are the twelve (12) designated holidays:

New Year's Day January 1 st	Independence Day 4 th of July	Day after Thanksgiving 4 th Friday in November
Martin Luther King, Jr. 3 rd Monday in January	Labor Day 1 st Monday in September	Christmas Eve December 24 th
President's Day 3 rd Monday in February	Veteran's Day November 11 th	Christmas Day December 25 th
Memorial Day Last Monday in May	Thanksgiving Day 4 th Thursday in November	New Year's Eve December 31 st

Section 10.2

Accrual

Holiday hours shall be accrued in Holiday Bank II at a rate of nine (9) hours per designated holiday, with the exception of designated holidays which land on a Saturday or Sunday which shall be at a rate of eight (8) hours. Holiday hours shall be credited to the employee's holiday bank during the pay period in which the designated holiday occurs.

An employee must be in a paid status on both the work day prior to, and the work day following the designated holiday, in order to receive credit for the holiday. An employee on vacation, sick, compensatory time off, or other paid leave of absence is considered to be in a paid status and therefore, would receive credit for the designated holiday.

Section 10.3

Observation of Holidays

Designated holidays falling on a Monday through Friday shall be observed by the City on the actual date of the designated holiday.

Designated holidays falling on a Saturday shall be observed by the City on the Friday preceding the holiday.

Designated holidays falling on a Sunday shall be observed by the City on the Monday following the holiday.

Since all observed holidays are nine (9) hours in duration, an employee who is scheduled to work a regular shift in excess of nine (9) hours on an observed holiday will need to use accrued vacation, compensatory time, or holiday leave to account for their full shift on the observed holiday off.

Section 10.4

Maximum Accumulation

1. Holiday Bank I

Holiday hours accumulated prior to October 1, 2011 were placed in Holiday Bank I.

2. Holiday Bank II

Holiday hours may be accrued in Holiday Bank II to a maximum accumulation of eighty (80) hours.

Excluding approved exceptional circumstances, once reaching the maximum accumulation, no additional holiday hours shall be accrued until such time as the use or cash-out of such holiday hours reduces the bank balance below eighty (80) hours.

In exceptional circumstances, an employee may request approval to exceed the maximum holiday accumulation. In no case shall an employee's request to accrue holiday in excess of the maximum accumulation cap be granted if the employee has not, within the same fiscal year, taken advantage of the cash-out provision in this article. Any approval to accrue in excess of the maximum accumulation cap requires a written request, from the Department Director to the City Manager, stating the employee will not be authorized to utilize accrued holiday time prior to reaching the maximum accumulation cap because of department staffing requirements.

Section 10.5 Floating Holiday

All eligible employees shall receive one (1) floating holiday credited to Holiday Bank II each calendar year. Each eligible employee shall be credited with the nine (9) hours of floating holiday upon hire and the first pay period in January of each year thereafter.

Effective July 11, 1998, employees in the classifications of Communications Supervisor, Communications Dispatcher, Police Records Supervisor, Police Clerk, and Jailer are not eligible to receive the floating holiday.

Section 10.6 Use of Holiday Banks

Hours may be deducted from the employee's Holiday Bank I or II to cover an absence due to an observed holiday or for other paid time off.

Section 10.7 Working on a Holiday

In addition to the holiday hours accrued in accordance with Section 10.2 - Accrual, an employee who works on a designated holiday is entitled to the following compensation:

1. Working a Regular Shift

An employee, who is regularly scheduled to work on a designated holiday and actually works their regular shift on a designated holiday, shall be compensated at one and one-half (1½) times for each regular hour worked on the designated holiday.

2. Working Overtime

Except as otherwise provided in this MOU for callbacks in Section 22.16 - Call Back, an employee who works overtime on a designated holiday shall be compensated at one and one-half (1½) times for each hour worked on the designated holiday.

Section 10.8 Cash-Out of Holiday Banks

1. Optional Annual Cash-Out

Employees may annually elect, during each fiscal year, to cash out up to a total of one hundred and twenty (120) hours of accumulated but unused holiday and/or vacation time. Cash-out of accumulated time shall be at the employee's option. Requests for cash-out are to be submitted in a manner prescribed by the City.

2. Separation from Service, Death or Retirement

Upon separation from service, death or retirement, all accumulated but unused holiday time in Holiday Bank I and II shall be paid out to the employee or their designated beneficiary.

3. Rate of Payment

All cash-outs shall be paid at the employee's base hourly rate of pay at the time of the payment.

ARTICLE 11 – SICK LEAVE

Except as modified herein, sick leave shall be governed by Section 2 – Sick Leave of Personnel Rule XI – Attendance and Leaves, as approved by the City Council in the City's Personnel Rules and Regulations on May 6, 2009.

Section 11.1 Use of Sick Leave

Sick leave shall not be considered as a privilege which an employee may use at their discretion, but shall be allowed only in the case of necessity due to illness, injury, preventative health care, or as required by applicable law.

An employee may use accumulated sick leave for absences due to personal sick leave use or to attend to a qualified family member.

A qualified family member, for the purpose of sick leave, shall include: spouse, domestic partner, parent (including step, in-law and grand), child (including step, foster, adopted, grand, or employee standing in *loco parentis*), sibling (including step and in-law) and any other person as defined by law.

Should the need to attend to a qualified family member exceed six (6) working days per occurrence, the employee shall make application for leave under authority of the Family and Medical Leave Act (FMLA).

Section 11.2 Accrual

Sick leave shall be accrued in Sick Leave Bank B at the rate of eighty-eight (88) hours per year, which is seven and thirty-three hundredths (7.33) hours for each full month of service.

Effective January 1, 2018, sick leave shall be accrued in Sick Leave Bank B at the rate of ninety-six (96) hours per year, which is eight (8) hours for each full month of service.

Section 11.3 Maximum Accumulation

Except as otherwise provided, there shall be no limitation on the number of sick leave hours which an employee may accumulate during their tenure of employment for the purpose of conversion to retirement service credit.

1. Sick Leave Bank A

Sick leave hours which were accrued prior to October 1, 2011 were placed in Sick Leave Bank A.

2. Sick Leave Bank B

Sick leave hours accrued on or after October 1, 2011 shall be capped at a maximum accumulation of eight hundred (800) hours and placed in Sick Leave Bank B.

Section 11.4 Notification Requirements

In order to receive compensation while absent on sick leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, prior to or within two (2) hours after, the time set for the beginning of their work shift or as specified by the department head. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.

Section 11.5 Medical Certification

A supervisor may require an employee to submit a certificate from a health care provider or other satisfactory verification of illness after three (3) consecutive days of absence for illness. Following three (3) consecutive days of absence, a supervisor may require the employee to submit a health care provider's certificate indicating they are capable of returning to duty. In no case, shall such certifications be required to disclose the specific nature of the illness or any personal medical information on the employee. The intent of the certification is only to confirm the employee's absence due to actual illness and/or that the employee is capable of performing their job duties.

The City Manager may, at any time in order to receive further information with respect to the competency of the employee to perform their job duties, request 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.

Section 11.6 Sick Leave Reimbursement

A. Sick Leave Bank A

1. Optional Annual Cash-Out

Employees may annually elect, during each fiscal year, to cash out up to twenty-five (25) hours of accumulated but unused sick leave in Sick Leave Bank A. Cash-out of accumulated time shall be at the employee's option. Requests for cash-out are to be submitted in a manner prescribed by the City.

2. Retirement

Upon retirement, the City will cash out the employee's accumulated sick leave in Sick Leave Bank A according to the following schedule:

Years of Service	% of Cash-Out
Up to five (5) years	No cash-out (0%)
Six (6) – ten (10) years	Fifty percent (50%)
Eleven (11) – Fifteen (15) years	Seventy-five percent (75%)
Sixteen (16) – Nineteen (19) years	Ninety percent (90%)
Twenty (20) years or more	One hundred percent (100%)

Any accumulated, but unused sick leave hours remaining after the cash-out may be converted to retirement service credit.

B. Sick Leave Bank B

An employee who retires with ten (10) years or more of city service beginning from October 1, 2011, shall be eligible to cash out accumulated sick leave in Sick Leave Bank B at the rate of ten (10) hours for each one (1) full year, or twelve (12) months, of city service.

Any accumulated, but unused sick leave hours remaining after the cash-out may be converted to retirement service credit.

C. Conversion of Sick Leave to Retirement Service Credit

The City contracts with the California Public Employee's Retirement System (CalPERS) for the optional benefit of *Credit for Unused Sick Leave* (Government Code§ 20965). Any amount of accumulated, but unused sick leave not taken as cash payment will be reported to CalPERS for calculation as additional service credit upon retirement.

D. Death Prior to Retirement

Upon the death of an employee prior to retirement, the City will pay the employee's designated beneficiary for the employee's accumulated sick leave in an amount consistent with the provisions of this section.

E. Rate of Payment for Cash-Out

All cash-outs shall be paid at the employee's base hourly rate of pay at the time of the payment.

Section 11.7 Catastrophic Leave Bank

Effective July 1, 2005, all regular employees will be automatically enrolled in the Catastrophic Leave Bank (CLB), as described in Administrative Policy Number 30-10 – Catastrophic Illness or Injury Leave Bank. Probationary employees are not eligible for participation in the CLB program, but will be enrolled upon completion of probation.

Each eligible employee will contribute eight (8) hours of sick leave annually to the CLB.

Effective January 1, 2018, the City will suspend further unit employee contributions to the CLB. Unit employees shall remain eligible for participation in the CLB; however, use of the CLB by unit employees will be capped at nine thousand five hundred (9,500) hours. In the event the CLB, which shall remain open for use by all eligible city employees in other bargaining units, falls below five thousand (5,000) hours or usage by unit employees exceeds nine thousand (9,000) hours, the parties agree to meet and consult to discuss the need, rate/amount, and effective date of restoring unit employee contributions to the CLB. Any such restoration of unit employee contributions shall not exceed eight (8) hours of sick leave annually per unit employee.

ARTICLE 12 – BEREAVEMENT LEAVE

Each employee may be granted bereavement leave, at the discretion of the employee's Department Director, of up to three (3) working days per calendar year whenever death occurs to a member of the employee's immediate family.

If travel beyond a distance of three hundred (300) miles from the employee's residence is necessary, bereavement leave may be extended to a total of five (5) working days per calendar year.

Bereavement leave will be paid by the City from a separate paid leave account and shall not be charged to any of the employee's personal leave banks.

Immediate family, for the purpose of bereavement leave, shall include: spouse, domestic partner, parent (including in-law and grand), child (including step, foster, adopted, grand, or employee standing in *loco parentis*), and sibling (including in-law) of the employee.

ARTICLE 13 – MILITARY LEAVE

A 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 the California Military and Veteran's Code § 395 et seq.

An employee who is granted military leave while serving a probationary period must complete the remainder of the probationary period upon their reinstatement. The leave period will not reduce the length of the probationary period or offset any portion of the probationary period.

ARTICLE 14 – COURT APPEARANCES

Section 14.1 **Jury Duty**

Except as modified herein, jury duty shall be governed by Section 1 – Jury Leave of Personnel Rule XI - Attendance and Leaves, as approved by the City Council in the City's Personnel Rules and Regulations on May 6, 2009.

An employee who is required to serve as a juror or 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 submission of a certified court document showing trial counsel and/or the court estimated the trial for which an employee has been selected as a juror, was to have been ten (10) days or less in duration.

The employee shall receive their regular salary while on such paid jury duty leave. The employee is required to remit any payments or fees, excluding mileage reimbursement or fees paid for service during the employee's non-working hours, received as a juror or witness to the City.

The employee shall advise the Department Director or designee upon their first work day after receiving the jury duty summons to appear for the initial examination as a prospective juror or subsequently to serve as a juror.

The hours an employee is required to be present at court for jury duty should be equivalent to the number of hours required for their regularly assigned shift.

For example, if an employee regularly works 8:00 A.M. to 5:00 P.M. Wednesday through Sunday and the Court requires them to be present from 8:45 A.M. to 4:30 P.M., the employee is not expected to report to work either prior to or following jury duty service on that day, as the hours are basically equivalent, particularly when taking commute time into consideration. An employee so

scheduled would be required to work their regular shift Saturday and Sunday, assuming court was not in session on those days.

If the jury duty hours are not equivalent, the employee would be expected to report for duty before and/or after their scheduled shift depending upon commuting factors.

For example, if an employee, working an 8:00 A.M. to 5:00 P.M. Wednesday through Sunday schedule is required to report to court at 10:00 A.M., then the employee would be expected to report for duty at 8:00 A.M.

In cases where an employee works afternoon or evening hours, such as 12:00 P.M. to 8:30 P.M., the employee may be required to report to work following their jury duty service if the hours spent on jury duty are not equivalent to their regular work shift. The hours the employee would be required to work would not exceed the number of hours required to fulfill a normally scheduled shift.

In determining the number of hours an employee spends on jury duty, actual hours present at court plus commute time should be considered.

An employee's supervisor may require periodic communication in order to determine the employee's status. Documentation may also be required from the employee regarding court report and release time.

At the manager's discretion, an employee may be allowed to utilize accumulated time (compensatory time off, vacation, or holiday) in lieu of reporting to work to complete their hours if, in the manager's opinion, that decision is more reasonable than requiring the employee to report to work.

Section 14.2 Personal Court Appearances

An employee who is subpoenaed or required to appear for a personal court matter shall be required to utilize accumulated time to cover their absence.

The employee shall advise the Department Director or designee upon their first working day after receiving a court order, or having knowledge of, the required court appearance.

Section 14.3 Court Time on Behalf of the City

Any employee who is subpoenaed or required to appear as a witness in a case involving the City, its personnel, and/or property, shall be entitled to their regular pay for those hours of absence for court time falling on a regular work shift.

If the employee is subpoenaed or required to appear on a day off, they shall be compensated at the appropriate overtime rate.

The employee shall advise the Department Director or designee upon their first work day after receiving a court order, or having knowledge of, the required court appearance.

ARTICLE 15 – LEAVE OF ABSENCE

Except as modified herein, such leave of absence shall be governed by Section 4 – Leave of Absence of Personnel Rule XI – Attendance and Leaves, as approved by the City Council in the City's Personnel Rules and Regulations on May 6, 2009.

Section 15.1 Length and Approval of Unpaid Leave of Absence

All requests for approval of leave without pay shall be initiated by the employee in writing. Subject to concurrence from the Director of Human Resources/Risk Management, the Department Director may grant an employee leave of absence without pay for a period not to exceed ten (10) working days. The City Manager may grant a regular employee leave of absence without pay for a period not to exceed ninety (90) calendar days. However, no such leave shall be granted unless the employee's Department Director recommends and the City Manager has approved said leave prior to its commencement date. Upon a showing of good and reasonable cause, the City Manager has authority to retroactively define an unauthorized non-paid leave of absence as being approved and sanctioned.

Section 15.2 Use of Accumulated Leave

No unpaid leave of absence shall be effective except upon written request of the employee following exhaustion by the employee of all accumulated paid leave banks, (except sick leave as provided below), including but not limited to vacation, holiday and compensatory time off.

If the unpaid leave of absence is solely attributable to a medical condition which would allow the employee to utilize accumulated sick leave, then said sick leave shall be exhausted prior to the granting of any leave without pay status. However, those employees taking an unpaid leave of absence pursuant to the Family Medical Leave Act or the California Family Rights Act ("FMLA/CFRA") are not required to use accumulated compensatory time earned in lieu of overtime. Additionally, any such employee on an unpaid leave of absence pursuant to FMLA/CFRA, shall be required to use sick leave concurrently with said regulatory leave only if the leave is for the employee's own serious health condition.

Section 15.3 Maximum Unpaid Leave of Absence Allowed

Except as otherwise provided for under the City's FMLA/CFRA policy, the City Council may authorize a regular employee to utilize a leave of absence without pay for a period not to exceed the accumulated total of one hundred and eighty (180) calendar days during the entire term of the employee's service on behalf of the City.

For example, if during an employee's length of service with the City, said employee has been granted an accumulated total of one hundred and eighty (180) calendar days of leave without pay, then said employee shall not be eligible for any additional leave without pay status for any duration of time.

The granting of a leave of absence without pay consistent with this policy shall be documented in writing by the City Manager and a copy of said documentation shall be filed with the Director of Human Resources/Risk Management.

Section 15.4 Accruals during Unpaid Leave of Absence

In any instance where an employee is utilizing an approved leave of absence without pay for a period of time greater than fifty percent (50%) of a pay period, said employee shall accrue no leave benefits or seniority for the duration of time while in said status.

Section 15.5 Maintenance of Insurance Benefits

When an employee maintains employment status, but is in a non-paid leave of absence for a period greater than thirty (30) days, the City shall make no premium or other contributions necessary to maintain any health insurance coverage for which an employee would otherwise be eligible. If an employee desires to maintain such health insurance benefits, the employee shall be required to deposit all insurance premium payments with the Director of Management Services on the date the City is otherwise required to remit insurance premium payments to the carrier. Each employee shall be advised in writing of this City policy at the commencement of the leave of absence without pay. There shall be no additional notices of said obligation provided to the employee.

ARTICLE 16 – INDUSTRIAL INJURY AND ILLNESS LEAVE

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 one hundred and twenty (120) calendar days that occur within a thirty-six (36) month period.

Employees on Injury on Duty (“IOD”) or Temporarily Totally Disabled (“TTD”) status in excess of two (2) weeks will be considered to be on a regular Monday through Friday forty (40) hour work schedule. Upon return to work, the employee will be returned to their regular schedule.

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 compensatory time off. While TTD, the employee shall be entitled to use only as much other paid leave benefits (i.e. sick, vacation, compensatory time off, etc.) as needed, which when added to the temporary disability payments, provide for a normal full day’s wage or salary.

However, regardless of an employee being in receipt of benefits pursuant to Labor Code§ 4650 et. seq., the City shall be authorized to make application for said employees disability retirement in those instances where the employee is either permanent, stationary and incapacitated for the performance of their duties, or in the alternative, where there is not a reasonable medical certainty the employee, although not permanent and stationary, will recover to the extent necessary to perform the essential duties of their position regardless of whether or not any form of paid leave remains in the employee’s various paid leave accounts.

During the time frame an employee is on full paid leave, the employee shall continue to accrue all fringe benefits.

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 17 – HEALTH BENEFITS

Section 17.1 Medical Insurance

1. City Sponsored Medical Insurance

Effective January 1, 2016, employees may receive medical insurance coverage through CalPERS under the Public Employees Medical and Hospital Care Act (“PEMHCA”).

PEMHCA requires the City to make a monthly Minimum Employer Contribution (“MEC”) toward medical insurance on behalf of each eligible employee. The MEC is adjusted annually and is solely determined by CalPERS. The MEC for 2017 is one hundred and twenty-eight dollars (\$128.00) and increases to one hundred and thirty-two dollars (\$132.00) for 2018.

Employees may select a medical insurance plan of their choice (i.e. single party, dual party or family coverage) from any of the plans available through CalPERS.

2. Cafeteria Plan

The City agrees to maintain and contribute to a cafeteria plan, in accordance with IRC Section 125, to provide for the pre-tax deduction of health benefit premiums. Employees may use the City’s contribution for eligible expenses. Specific details of this cafeteria plan are contained in a plan document which is available for review through the City’s Human Resources Department.

A. City Contribution

The City shall contribute the following amount each month, which includes the MEC, on behalf of each employee:

- Effective July 1, 2016, the City shall contribute one thousand dollars (\$1,000.00).
- Effective the first month following City Council approval of this MOU, but no later than December 1, 2017 whichever is sooner, the City shall contribute one thousand one hundred and twenty-five dollars (\$1,125.00).

- Effective July 1, 2018, the City shall contribute one thousand two hundred and fifty dollars (\$1,250.00).
- Should the amount of the monthly premium for the lowest cost single party HMO medical insurance plan available in the Los Angeles Area Region for medical care in the United States exceed the City's monthly contribution, the City agrees to increase the monthly contribution to the amount of the premium for that lowest cost single party HMO plan.

B. Excess Premiums

The employee shall be required to pay the cost of medical insurance premiums, for their selected plans, which exceeds the amount of the City's monthly contribution.

C. Excess Contribution

Should the cost of the monthly medical insurance premium selected by the employee be lower than the amount of the City's monthly contribution, the employee may use the excess funds to do any of the following options:

- Pay excess premiums for city sponsored dental and/or vision plans
- Pay for city sponsored supplemental insurance plans, including but not limited to disability insurance, life insurance and CalPERS Long Term Care

3. Medical Waiver Option

The City shall provide a payment of three hundred dollars (\$300.00) per month to each employee who waives city sponsored medical coverage and participation in the cafeteria plan. The employee must provide proof of enrollment in another group health insurance plan.

Section 17.2 Dental Insurance

1. City Sponsored Dental Insurance

Employees may select a dental insurance plan of their choice (i.e. single party, dual party or family coverage) from any of the city sponsored dental plans available.

2. City Contribution

The City shall contribute the following amount each month on behalf of each employee:

- Effective July 1, 2016, the City shall contribute up to a maximum of seventy dollars (\$70.00).

- Effective January 1, 2018, the City shall contribute up to a maximum of ninety dollars (\$90.00).

3. Excess Premiums

The employee shall be required to pay the cost of dental insurance premiums, for their selected plans, which exceeds the total amount of the City's monthly contributions provided in this article.

4. Excess Contributions

Should the cost of the monthly dental insurance premium selected by the employee be lower than the amount of the City's monthly contribution provided in this section, the employee shall not receive any of the remaining funds.

Section 17.3

Vision Insurance

1. City Sponsored Vision Insurance

The City shall provide a vision plan which includes the following components:

- An examination every twelve (12) months.
- Frame and lenses every twenty-four (24) months. The City agrees to amend the plan to provide frame and lenses every twelve (12) months instead, with the expanded plan coverage starting on January 1, 2018.
- Deductibles shall be ten dollars (\$10.00) for examinations and twenty dollars (\$20.00) for frame and lenses.

Employees may select a vision insurance plan of their choice (i.e. single party, dual party or family coverage) from any of the city sponsored vision plans available.

2. City Contribution

The City shall contribute the following amount each month on behalf of each employee:

- Effective January 1, 2011, the City shall contribute sixteen dollars (\$16.00).
- Effective January 1, 2018, the City shall contribute thirty dollars (\$30.00).

3. Excess Premiums

The employee shall be required to pay the cost of vision insurance premiums, for their selected plans, which exceeds the total amount of the City's monthly contributions provided in this article.

4. Excess Contributions

Should the cost of the monthly vision insurance premium selected by the employee be lower than the amount of the City's monthly contribution provided in this section, the employee shall not receive any of the remaining funds.

Section 17.4 Disability Insurance

The City shall continue to provide each employee with long-term disability ("LTD") insurance, as was in effect on January 1, 2007. The City shall pay the full cost of the LTD plan on behalf of each employee.

Section 17.5 Life Insurance

The City shall provide each employee with a term life insurance policy in the amount of fifty thousand dollars (\$50,000).

Effective January 1, 2018, the City shall provide each employee with a term life insurance policy in the amount of one hundred thousand dollars (\$100,000).

The City shall provide a program which allows for the purchase of supplemental life insurance, in increments of ten thousand dollars (\$10,000), of up to the lesser of three hundred thousand dollars (\$300,000) or three (3) times the employee's gross annual salary. Any premium costs for additional life insurance shall be paid by the employee in accordance with this article.

Section 17.6 Employee Assistance Program

The City agrees to continue the Employee Assistance Program ("EAP"). The Union recognizes the City has the sole right to determine the scope of the plan, the plan carrier/delivery organization, the funding of the plan, eligibility for the plan, voluntary employee contributions toward the plan, and the duration of the plan. The City agrees to meet and consult with the Union prior to implementing any change in the current EAP.

ARTICLE 18 – EDUCATION REIMBURSEMENT

Section 18.1 Reimbursement Limits

Effective July 1, 2017 reimbursement for education expenses shall be limited to a maximum of three thousand five hundred dollars (\$3,500) annually per employee for eligible expenses as defined within this Article.

Section 18.2 Eligible Expenses

College courses must be taken at an accredited college or university. Reimbursement may be provided for the cost of tuition, up to the maximum annual allowance.

An employee will be reimbursed for books required for their course(s) only, as follows:

- Up to seventy-five dollars (\$75.00) for books each semester or equivalent if enrolled in six (6) or less units
- Up to two hundred dollars (\$200.00) for books each semester or equivalent if enrolled in seven (7) or more units.

All requests for reimbursement shall be accompanied by valid receipts.

Section 18.3 Approval Process

An employee must have completed their initial probationary period to be eligible for reimbursement under this article.

Reimbursement for eligible education expenses is subject to written approval by both the Department Director and Director of Human Resources/Risk Management prior to course enrollment.

In rendering approval, the City shall consider whether or not the course(s) for which reimbursement is being sought meet the following criteria:

- Related to the employee's existing principal duties at the time of the request; or
- May lead to enhancing promotional opportunities
- Availability of funds for reimbursement purposes

Section 18.4 Appeal Process

Denial of reimbursement is not subject to any administrative or judicial appeal procedure. The decision of the Department Director and Director of Human Resources/Risk Management shall be final.

Section 18.5 Repayment Upon Resignation

An employee who resigns from their employment with the City shall repay the City for any reimbursement received in the twelve (12) month period immediately preceding their date of resignation.

ARTICLE 19 – RETIREMENT BENEFITS

Section 19.1 Retirement Plans

Retirement benefits will be provided through the California Public Employees' Retirement System (CalPERS).

1. CalPERS

Defined benefit miscellaneous retirement plans through CalPERS are based on the employee's date of hire with the City and/or member status with CalPERS as determined by the Public Employee's Pension Reform Act of 2013 ("PEPRA").

Each retirement plan tier also defines the retirement formula, final compensation calculation, and employee contribution/cost sharing as follows:

- TIER I – Hired prior to January 1, 2013 and “Classic Members”

Employees hired prior to January 1, 2013 and who are “classic members” of CalPERS.

The retirement formula is 2.7% @ 55 years of age.

Final compensation is calculated as the highest pensionable compensation earned during a period of twelve (12) consecutive months (Government Code§ 20042).

Employees in Tier I shall contribute eight percent (8%) of compensation towards the employee's cost. The City shall pay all remaining costs, including but not limited to the full employer's cost and any unfunded liability.

- TIER II – Hired on or after January 1, 2013 and “New Members”

Employees hired on or after January 1, 2013 and who are “new members” of CalPERS.

The retirement formula is 2% @ 62 years of age.

Final compensation is calculated as the average of the three (3) highest consecutive years of pensionable compensation.

Employees in Tier II shall participate in cost sharing by paying fifty percent (50%) of the normal costs, as determined by CalPERS each year. The City shall also pay fifty percent (50%) of the normal costs and any other costs required by CalPERS.

Section 19.2

CalPERS Optional Benefits

The City's contract with CalPERS includes the following enhanced optional benefit provisions:

1. Fourth Level of 1959 Survivor's Benefit

Effective October 7, 2000, the City amended its contract with CalPERS to provide the *Fourth Level of 1959 Survivor's Benefit* (Government Code§ 21574). Any cost increase designated as constituting “employee” costs for this benefit shall be borne by the employee.

2. Credit for Unused Sick Leave

Using the *Credit for Unused Sick Leave* (Government Code§ 20965) upon retirement, an employee may convert accumulated sick leave to additional service credit.

3. Military Service Credit as Public Service

An employee with qualifying military service may purchase, at their own expense, up to four (4) years of *Military Service Credit as Public Service* (Government Code§ 21024).

4. Annual Cost-of-Living Allowance

The minimum *Annual Cost-of-Living Allowance Increase* (Government Code§ 21329) of up to two percent (2%) each year during retirement.

5. Pre-Retirement Death Benefit

This benefit allows the surviving spouse or domestic partner of a deceased member, who was eligible to retire at the time of death, the option to receive a *Pre-Retirement Option 2W Death Benefit* (Government Code§ 21548) in lieu of the lump sum Basic Death Benefit.

Section 19.3

Deferred Compensation Plan

A deferred compensation plan will be made available to all employees. Employees may make voluntary contributions, up to the legal limits, to such plan.

Effective January 1, 2018, the City shall provide matching contributions, at the rate of dollar-for-dollar, up to a maximum of twenty-five dollars (\$25.00) per pay period on behalf of each employee participating in a deferred compensation plan.

Section 19.4

Retiree Health Benefits

Employees must have a minimum of five (5) years of City service, retire from City service, and enroll in a city sponsored medical insurance plan to receive retiree health benefits.

City sponsored retiree medical insurance plans are provided by CalPERS under PEMHCA and the retiree may choose any available plan for themselves plus all eligible dependents. Retirees may use up to the full contribution amount provided by the City in this article to purchase a city sponsored medical insurance plan; however, the retiree shall be responsible for the payment of any premium costs which exceed the City's total contribution (MEC and/or HRA contributions).

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.

There are different tiers of retiree health benefits available based upon the employee's initial date of hire with the City and vesting requirements, as follows:

1. TIER A – Hired prior to January 1, 2016 with less than Twenty Years of Service

For employees hired prior to January 1, 2016, with less than twenty (20) years of City service upon retirement, the City agrees to contribute up to three hundred and forty dollars (\$340.00) per month on behalf of each retiree. The City shall deduct the MEC required under PEMHCA from this amount. The City shall deposit the remaining contribution amount, after paying the MEC, into an individual Health Reimbursement Account (“HRA”) on behalf of the retiree.

In the event the amount of the monthly premium for the lowest cost single party HMO plan available in the Los Angeles Area Region for medical care in the United States (with Medicare Parts A and B if age 65 or older) exceeds three hundred and forty dollars (\$340.00), the City agrees to increase their total contribution to the amount of such single party premium.

2. TIER B – Hired prior to January 1, 2016 with Twenty Years or More of Service

For employees hired prior to January 1, 2016, with twenty (20) years or more of City service upon retirement, the City agrees to contribute four hundred and twenty dollars (\$420.00) per month on behalf of each eligible retiree. The City shall deduct the MEC required under PEMHCA from this amount. The City shall deposit the remaining contribution amount, after paying the MEC, into an individual Health Reimbursement Account (“HRA”) on behalf of the retiree.

In the event the amount of the monthly premium for the lowest cost single party HMO plan available in the Los Angeles Area Region for medical care in the United States (with Medicare Parts A and B if age 65 or older) exceeds four hundred and twenty dollars (\$420.00), the City agrees to increase their total contribution to the amount of such single party premium.

3. TIER C – Hired on or after January 1, 2016

Employees hired into City service on or after January 1, 2016 will be eligible to purchase a medical insurance plan of their choice from those available through CalPERS. The City shall contribute a monthly amount, equal to the most current MEC required under PEMHCA, on behalf of each eligible retiree.

ARTICLE 20 – SALARIES

Section 20.1 Salary Increases

The salary ranges for each classification shall also reflect the following across-the-board salary increases:

1. Fiscal Year 2017/2018

Effective the first full pay period following July 1, 2017, the City shall provide a salary increase of three percent (3.0%) to all employees. The City shall make retroactive payments as soon as administratively possible following City Council approval of this MOU, but in no event later than December 31, 2017.

2. Fiscal Year 2018/2019

Effective the first full pay period following July 1, 2018, the City shall provide a salary increase of three percent (3.0%) to all employees.

Section 20.2 Salary Ranges

Salary ranges for each classification are reflected in Appendix A. Each salary range consists of ten (10) salary steps.

Section 20.3 Salary Steps

There shall be approximately a two and one-half percent (2.5%) increase between each step of Steps 1 through 9 and approximately a five percent (5.0%) increase between Steps 9 and 10.

Section 20.4 Salary Advancement

Except as modified herein, step increases and performance ratings shall be governed by Municipal Code Section 2.36.050 – Step Increase and Municipal Code Section 2.36.060 – Performance Rating System for Employees, as well as Administrative Policy Number 30-05 – Employee Performance and Appraisal Development Report and Administrative Policy Number 30-41 – 10-Step Merit Program as revised on November 7, 2016.

Advancement within the ten (10) step salary range shall be upon a merit based system as follows:

1. Advancement Intervals

Municipal Code Section 2.36.050 (6) – Step Increase, based upon prior practices, shall be interpreted as follows: Any employee receiving an unsatisfactory rating report under the performance rating system set forth in Municipal Code Section 2.36.060 – Performance Rating System for Employees shall be rated once each calendar month thereafter. The receipt by any employee of three (3) consecutive unsatisfactory performance ratings shall be grounds for disciplinary action, up to and including dismissal.

Advancement between salary steps may occur at intervals of no less than one (1) year. No multiple step increases may be granted within a twelve (12) month period.

2. Salary Placement for New Appointments

No newly appointed person shall be hired at Step 6 without prior approval of the City Manager. No newly appointed person shall be hired above Step 6 without prior approval

of the City Council. Under no circumstances shall any newly appointed employee be hired at Step 10.

3. Special Provision for Communications Dispatchers

Probationary Communications Dispatcher Trainees serving an eighteen (18) month probationary period may advance as follows:

- One (1) step upon achieving a “meets job standards” evaluation at the completion of six (6) months of service; and
- One (1) additional step upon achieving a “meets job standards” evaluation at the completion of twelve (12) months of service.

Should a Probationary Communications Dispatcher successfully complete training and be certified by the Chief of Police as qualified for advancement to Communications Dispatcher prior to the completion of their initial eighteen (18) month probationary period, they will be so advanced at the appropriate step of the Communications Dispatcher range and will complete the remainder of their probationary period in that classification. Future merit adjustments will be due annually based upon the employee’s anniversary date of appointment to the Communications Dispatcher range.

4. Performance Evaluation Requirements

Recommendations for a step increase or denial of a step increase must be accompanied by a performance evaluation to substantiate performance. Performance evaluations for consideration of merit adjustments shall be due annually based upon the employee’s anniversary date of appointment to their current classification. An employee on a leave of absence (paid or unpaid) for more than thirty (30) work days in a rating period shall have their annual review date adjusted accordingly.

5. Effective Date of Merit Increase

Any recommended merit increase will be effective the first of the pay period immediately following the employee’s anniversary or annual review date.

6. Advancement up to Step Nine

Advancement from Step 1 through Step 9 will be contingent upon receiving an overall performance rating of “meets job standards” or higher on the performance evaluation.

7. Advancement to Step Ten

Advancement to Step 10 is conditional and based on the employee achieving an overall performance rating of “meets job standards” or higher on the annual performance evaluation.

An employee will not be eligible for advancement to Step 10 if they received a “below acceptable job standards” rating on any performance factor within the performance evaluation and/or received any formal disciplinary action during the same appraisal period.

Sustained placement at Step 10 of the salary range is not guaranteed, but must be earned on an annual basis. Failure to achieve a “meets job standards” overall rating in any succeeding year will result in the employee’s salary being returned to Step 9 of their salary range.

ARTICLE 21 – UNIFORMS AND EQUIPMENT

Section 21.1

Uniform Allowance

1. Regular employees who are required to wear uniforms and who received an initial full clothing allowance shall receive a uniform allowance credit of three hundred dollars (\$300) per fiscal year.

The City shall implement a credit account program in said amount, with a retail outlet to be determined by the City, in lieu of cash payment of the uniform allowance.

2. The uniform allowance shall be used to purchase standard clothing items which include the following:

- **Police Civilian Personnel**

Shirts, undershirts, pants, skirts, sweater, field jacket, belts, patches, shoes and other required non-safety clothing or equipment as per the department’s uniform policy and as approved by the City Manager.

- **Communications Dispatcher and Police Clerk**

The initial full clothing allowance, as described for police civilian personnel above, will be provided to the employee following successful completion of their initial training period as determined by the Chief of Police. Prior to the initial issuance of a uniform, these police civilian personnel may elect to obtain uniform items from existing stock maintained by the department, if any, or may elect to report in appropriate civilian attire.

- **Public Works and Parks Personnel**

Collared work shirts, undershirts, work pants, belts, patches and other required non-safety clothing or equipment as per the department’s uniform policy and approved by the City Manager. Jeans and T-shirts are not approved as uniform attire.

- Fire Prevention Bureau Personnel

Shirts, undershirts, pants, skirts, jacket, sweater, shoes and belt.

Section 21.2 Uniform Services

In lieu of receiving a uniform allowance, personnel assigned to the Auto Shop and Water Division shall have any required uniforms provided and maintained through a uniform service vendor. Selection of the uniform service vendor and uniform articles shall be at the sole discretion of the City.

Section 21.3 Mandatory Wear

Employees who are required to wear uniforms or who are provided with a uniform allowance or are required to wear safety gear or equipment must wear them while on duty unless permission to do otherwise has been received from the immediate supervisor. Employees who are on duty and do not comply with uniform requirements shall be subject to disciplinary action.

Section 21.4 Probationary Employees

A probationary employee assigned to the Public Works, Parks, Fire or Police Department, who is required to wear a uniform, will be provided with the initial full clothing issue upon hire. The initial issue for Public works and Parks personnel is five (5) uniforms and one (1) jacket. The initial issue for non-sworn Police and Fire personnel is three (3) uniforms. Probationary employees are not otherwise eligible for a uniform allowance.

Section 21.5 Uniform Replacement

An employee who damages or destroys their 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 on the uniform, nor shall it be applicable to items of a personal nature (i.e. non-uniform clothing, jewelry, wallets, watch, eyeglasses, etc.) An employee shall give the damaged or destroyed uniform to a supervisor prior to being authorized replacement cost.

Section 21.6 Separation from Service

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/Supervisor.

If the employee separates service from the City during their one (1) year probationary period, three hundred dollars (\$300.00) will be deducted from their final paycheck to reimburse the City for the initial clothing issue.

Section 21.7

Optional Hats

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 or wide brimmed (i.e. straw banded outback style) hat of a color to blend with their uniform. Any dispute as to the appropriateness of an employee's hat selection will be submitted to the Department Director for their determination and such determination shall be final.

Section 21.8

Safety Boots

Employees whose position requires safety boots, including Animal Control Supervisor/Officers, per Occupational Safety and Health Administration ("OSHA") regulations, will be provided with one (1) 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 the purchase of appropriate safety boots is two hundred dollars (\$200.00) for all eligible employees, excluding electricians. For electricians, the maximum annual allowance shall be two hundred and twenty-five dollars (\$225.00).

In cases where the nature of the employee's duty assignment causes exceptional wear, the Department Director may, in their sole discretion, authorize the replacement of one (1) pair of safety boots or one (1) pair of uniform issue shoes. In no case shall an employee receive more than three (3) pairs of safety boots or one (1) additional pair of uniform shoes in any twenty-four (24) month period.

ARTICLE 22 – SPECIAL PAY PROVISIONS

Section 22.1

Longevity Pay

Each employee, who has the required years of continuous service with the City, shall receive a longevity pay premium on the first pay period of each month.

1. Effective the first full pay period after July 1, 2015, there shall be a single premium as follows:
 - Two hundred dollars (\$200.00) for twenty-five (25) or more years of service.
2. Effective the first full pay period following City Council approval of this MOU, there shall be two (2) premiums as follows:
 - One hundred dollars (\$100.00) for twenty (20) to twenty-four (24) years of service.

- Three hundred and fifty dollars (\$350.00) for twenty-five or more years of service.

Section 22.2 Well-Being Incentive

The City shall provide each eligible employee with twenty dollars (\$20.00) per month, for a maximum of two hundred and forty dollars (\$240) per year, as a well-being incentive.

Effective January 1, 2018, the City shall eliminate payment of the well-being incentive to all employees.

Section 22.3 Education Incentive Pay

Each employee who possesses a degree from an academic institution accredited by the Western Association of Schools and Colleges, or an accrediting organization recognized by the Council of Post- Secondary Education, in any major shall receive an education incentive pay premium on the first pay period of each month.

1. Effective the first full pay period after July 1, 2015, there shall be a single premium as follows:
 - Twenty-five dollars (\$25.00) for an Associate's, Bachelor's or Master's degree.
2. Effective the first full pay period following City Council approval of this MOU, there shall be two (2) premiums as follows:
 - Fifty dollars (\$50.00) for an Associate's degree.
 - One hundred dollars (\$100.00) for a Bachelor's or higher degree.

Each employee may only receive payment for the single highest degree held.

For example: If the employee has both an Associate's and Bachelor's degree, they shall only receive one hundred dollars (\$100.00) per month as Education Incentive pay. Likewise, if the employee has an Associate's degree in both Arts and Science, they shall only receive fifty dollars (\$50.00) per month as Education Incentive pay.

Section 22.4 Bilingual Pay

1. Communications Dispatchers

All Communications Dispatchers including trainees, who are capable of speaking and interpreting Chinese, Spanish, or any other foreign language deemed useful by the City, shall receive one hundred fifty dollars (\$150.00) per month.

2. General Translation Services

All employees, excluding Communications Dispatchers, who are capable of speaking, interpreting and providing limited general translation for routine correspondence on an occasional or sporadic basis (i.e. constituent letters, resident suggestions/complaints, newspaper articles, etc.) in a foreign language, deemed useful by the City, shall receive fifty dollars (\$50.00) per month.

3. Formal Translation Services

Employees who are qualified to perform both verbal and written translation of formal 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 one hundred and fifty dollars (\$150.00) for formal verbal and written translation in lieu of the pay provided in Section 22.4(2) – General Translation Services.

The number of employees and languages qualified for this pay shall be determined at the sole discretion of the City.

4. Field Translation Services

In addition to the pay provided in Section 22.4(2) – General Translation Services or Section 22.4(3) – Formal Translation Services, regular employees assigned as Police Clerks who are required to perform translation services in the field, which means on property other than the City Hall facility and surrounding City property, shall receive thirty dollars (\$30.00) per incident, up to a maximum of three (3) incidents per month. The Police Clerk must obtain approval of their unit supervisor before submitting a request for such field translation services pay.

Upon request, employees who provided field translation services for a critical incident may participate in the incident debriefing. Such employees shall also be provided adequate training on handling critical incidents and counseling services, as needed, at no cost to the employee.

5. Certification Requirements

The City shall establish qualifying tests to determine bilingual capability. Employees may apply for translation certification through the Human Resources Department. Should an employee fail the qualifying test, they must wait a minimum of ninety (90) days before re-applying for certification.

Employees who become eligible for bilingual pay for providing general translation services on or after July 1, 2000 may be required to re-certify every four (4) years.

Re-certification for employees providing formal translation services will be required on a biennial basis.

Section 22.5

Matron Duty Pay

Police Clerks and Communications Dispatchers who are required to perform body searches on female prisoners, including pat downs, will receive thirty dollars (\$30.00) per incident.

Section 22.6

Training Pay

No probationary employee shall be assigned as a trainer.

1. Dispatcher Training Officer

Experienced Communications Dispatchers who are certified by the Police Department to serve as a Dispatcher Training Officer ("DTO") shall receive fifty dollars (\$50.00) each pay period assigned as a DTO for three (3) or more shifts in that pay period. Development of the criteria and selection of individuals to serve as DTO's shall be at the sole discretion of the Chief of Police.

2. Police Clerk

If an experienced Police Clerk, other than the lead or supervising clerk, is assigned to train a new Police Clerk for the City, they shall receive fifty dollars (\$50.00) for three (3) or more shifts in a pay period up to a maximum of four (4) pay cycles, or when the Police Clerk trainee is determined by the unit supervisor to be self-sufficient and not in need of additional training, whichever occurs first.

3. Jailer

If an experienced Jailer, other than the lead or supervising jailer, is assigned to train a new Jailer for the City, they shall receive fifty dollars (\$50.00) for three (3) or more shifts in a pay period up to a maximum of four (4) pay cycles, or when the Jailer trainee is determined by the unit supervisor to be self-sufficient and not in need of additional training, whichever occurs first.

Section 22.7

Lead Pay

The Chief of Police shall have sole discretion in determining the selection process for determining appointment as a Lead in the Police Department. An employee so assigned shall serve at the discretion of the Chief of Police and may be removed from the lead assignment with or without cause, with or without notice, and without right of appeal.

Leads may be assigned duties within the division including, but not limited to, supervision, shift and training scheduling, preparation of performance evaluations, work activity reporting, maintaining supplies, etc.

Employees in eligible classifications assigned as a Lead shall receive premium pay of two hundred and fifty dollars (\$250.00) per month for each month so assigned. The classifications eligible in the Police Department are:

- Communications Dispatcher
- Police Records Clerk
- Jailer

Section 22.8

Senior Pay

The Development Services Director or Fire Chief shall have sole discretion in determining the selection process for determining appointment as a Senior. An employee assigned as a Senior shall serve at the discretion of the Development Services Director or Fire Chief and may be removed from the senior assignment with or without cause, with or without notice, and without right of appeal.

Employees in eligible classifications assigned as a Senior shall receive premium pay of five hundred dollars (\$500.00) per month for each month so assigned. The classifications eligible are:

- Code Enforcement Officer

In addition to normally assigned duties as a Code Enforcement Officer, employees assigned as a Senior Code Enforcement Officer will serve in a supervisory capacity and be assigned duties within the division including, but not limited to supervision; shift scheduling; preparation of performance evaluations; work activity reporting; ensuring compliance with Federal, State and local zoning, housing and property maintenance codes; providing direction, guidance, and support to other staff on complex inspections; assuming a leadership role for assigned projects; leading the activities of subordinates; implementing and scheduling training programs for staff; may make presentations to boards, commissions, committees and neighborhood associations and performs related duties as assigned.

- Fire Safety Specialist

In addition to normally assigned duties as a Fire Safety Specialist, employees assigned as a Senior Fire Safety Specialist will serve in a supervisory capacity and be assigned duties within the Fire Prevention Division including, but not limited to: supervision, shift scheduling, preparation of performance evaluations, work activity reporting, performing complex fire and life safety inspections of industrial and residential educational licensed health care facilities and of facilities that store and/or handle flammable, combustible, toxic, corrosive and other hazardous materials; ensure compliance of projects and facilities with approved plans and national standards; review plans to ensure compliance with applicable codes; perform limited plan checking; providing direction guidance and support to other staff on complex inspections; assuming a leadership role for assigned projects; leading the activities of subordinates; implementing and coordinating the Fire Departments public education efforts and training programs for staff; may make presentations to boards, commissions, committees and neighborhood associations, and performs related duties as assigned.

Section 22.9

Public Notary

In recognition of the City's need and use of public notary services, employees who have public notary certificates, as approved by the Secretary of State for the State of California, shall receive seventy-five dollars (\$75.00) per month. There shall be no more than three (3) employees authorized to receive pay under this section at any given time. The selection of employees to receive this pay shall be at the sole discretion of the City Manager.

Section 22.10

Pesticide/Herbicide Applicator Premium

Employees of the Public Works Department or Parks Division of the Recreation & Parks Department assigned to perform tasks and duties associated with the application of pesticides and/or herbicides shall be paid a premium of thirty dollars (\$30.00) per month so assigned.

In addition to any additional selection, training and/or reporting procedures established by the City, the following provisions will apply to any employee assigned to receive a pesticide/herbicide applicator premium:

- Employees will be selected, trained, assigned and/or removed at the sole discretion of the Department Director or designee.
- The total number of employees selected and assigned shall be at the discretion of the Department Director based upon the needs of the City, but it is agreed there shall be a minimum number of eligible assignments as follows:
 - Nine (9) in the Parks Division of the Public Works Department
 - Five (5) in the Public Works Department.
- Employees will receive appropriate training in compliance with State and Federal regulations prior to performing pesticide and/or herbicide applicator duties.
- Receipt of premium pay for assignment of duties as a Pesticide/Herbicide Applicator shall not create a property interest in the assignment. Such assignment will be based upon the needs of the City as determined by the Department Director.
- Any employee receiving this premium may, at the direction of the City, be assigned to perform duties in either the Public Works Department or Parks Division of the Recreation and Parks Department.

For example: An employee who is normally assigned to the Streets Division of the Public Works Department may be assigned to apply herbicide and/or pesticide as part of a work crew in the Parks Division of the Recreation & Parks Department.

The Union specifically acknowledges the City maintains the sole and exclusive right to assign personnel to receive Pesticide/Herbicide Applicator premium pay and to determine the need for such assignment. Nothing contained in this section shall create a duty upon the City to assign

specific employees as Pesticide/Herbicide Applicators nor shall any employee have a right to be so assigned. The City agrees to meet and consult with the Union regarding any proposed modifications to the selection, training and/or reporting procedures established by the City for this assignment.

Section 22.11 Electrician Premiums

The City shall pay electrician premiums for up to a maximum of two (2) employees. An employee may receive payment for each of the following premiums they are qualified to receive:

1. Supervisory Control and Data Acquisition

The Water Division has a Supervisory Control and Data Acquisition (“SCADA”) system. An Electrician who possesses the following knowledge, skills and abilities shall receive premium pay of two hundred dollars (\$200.00) per month:

- Must be able to test, trouble-shoot and program Allen Bradley SIX: 500 programmable controllers. Ability to build, install, troubleshoot, analyze and repair the SCADA system and its components. This would include the knowledge to read, decipher and modify the ladder logic programming that is associated with the Allen Bradley Controls for the SCADA system.
- Ability to tune PID Loops for the Foxboro Process Controls system. Must be able to test and calibrate PID loops using signal generator. A Foxboro Process Control Technology Certificate from the Foxboro Corporation would be satisfactory evidence of this skill.
- Must have the knowledge and experience to design and draw electrical circuitry using CAD Software and utilize this ability to provide electrical schematics that are current or up to date and to update recorded plans.
- Knowledge of National Electrical Code and Safety associated practices.
- Experience in medium voltage, 2300VAC circuitry. Also must be able to use high voltage test equipment and be familiar with Lockout/Tag out safety procedures.
- Extensive experience in AC and DC industrial controls.
- Experience in Variable Frequency Drives 480VAC 3 Phase.
- Soft start starter experience is desirable.
- Must have a working knowledge of hydraulics valves and controllers and their components as it relates to the water industry.
- Must be computer literate in Microsoft Excel and Word.

2. Water Treatment Certification

An Electrician who possesses a Water Treatment Grade I ("T-1") certificate shall receive premium pay of one hundred dollars (\$100.00) per month.

3. Electrician Certification

Effective January 1, 2018, an Electrician who possesses and maintains electrician certification from the California Department of Industrial Relations (DIR) shall receive premium pay of two hundred dollars (\$200) per month.

The City shall also reimburse each employee for any and all costs associated with maintaining such DIR certification, including but not limited to application fees, testing fees, and continuing education requirements.

Section 22.12 Automotive Service Excellence ("ASE") Certification Pay

1. Automotive/Light Truck Certification

Equipment Mechanics shall receive certification premium pay of thirty dollars (\$30.00) per month for each ASE Automotive/Light Truck certification held, up to a maximum of sixty dollars (\$60.00) per month for two (2) such certifications.

2. Master Automotive Technician Certification

In lieu of the premium pay provided in Section 22.12(1) - Automotive/Light Truck Certification, an employee certified as an ASE Master Automotive Technician shall receive certification premium pay of one hundred dollars (\$100.00) per month.

Section 22.13 Water Certification Pay

Employees assigned to the Water Division of the Public Works Department shall receive sixty dollars (\$60.00) per month certification pay for each current Department of Health Services (DHS) certification held in water treatment (T-1 through T-5) and/or distribution (D-1 through D-5), up to a maximum of four (4) such certifications.

Section 22.14 Payroll Back-Up

An employee in the Finance Division of the Management Services Department may, at the sole discretion of the Management Services Director, be assigned additional responsibilities and duties as back-up for payroll processing.

An employee so assigned shall receive premium pay of three hundred dollars (\$300.00) per month for each month so assigned.

An employee so assigned may be removed from the assignment at the discretion of the Management Services Director with or without cause, with or without notice, and without right of appeal.

1. Purpose

At the discretion of the City, employees may be assigned to standby to ensure qualified employees are available for after-hours emergency response.

2. Assignment

In addition to any additional reporting procedures established by the City, the following provisions shall apply to standby assignments:

- For the Public Works Department t, standby duty shall be assigned to no more than three (3) employees for a period of seven (7) calendar days. Of these three (3) employees, one (1) shall be fully qualified to respond to water distribution incidents and one (1) to water production incidents.
- Standby schedules and assignments shall be determined at the sole discretion of the City.
- Assignment to standby shall not create a property interest in the assignment. Such assignment will be based upon the needs of the City.

3. Rates

An employee assigned to standby shall be compensated at the following rates:

- Weekdays

Twenty-five dollars (\$25.00) per weekday. For the purpose of standby, a weekday is defined as any day which falls between 0001 hours on Monday through 2400 hours on Thursday.

- Weekends

Forty-five dollars (\$45.00) per weekend day. For the purpose of standby, a weekend day is defined as any day which falls between 0001 hours on Friday through 2400 hours on Sunday.

- Holidays

Fifty dollars (\$50.00) per holiday. For the purpose of standby, a holiday is defined as the actual date of a designated holiday listed in Section 10.1 of this MOU.

4. Requirements

While on standby, the assigned employee shall be required to:

- Carry a City provided pager, cell phone and lap-top computer (if applicable);
- Respond within no greater than five (5) minutes to any page, telephone call, or notification;
- Physically report fit-for-duty to the incident site within twenty-five (25), but no later than forty-five (45), minutes following receipt of call-out information.
- If applicable, begin remote trouble shooting via computer within no greater than twenty-five (25) minutes of the notification;
- Failure to abide by the provisions of this subsection may result in forfeiture of standby compensation for that twenty-four (24) hour period, removal from standby assignment, and/or disciplinary action.

5. Eligibility

To be eligible for assignment to standby, an employee must:

- Have adequate knowledge and ability to effectively perform and respond to after-hours emergency situations.
- For Public Works employees, the Public Works Maintenance Manager, Water Utility Manager and Parks Superintendent must certify the employee as having adequate knowledge of: traffic control protocols; sewer, water and irrigation systems; and operation of designated equipment.
- Reside in a geographic location that allows for a response time as designated in Section 22.15(4) - Requirements.

6. Evaluation

The City agrees to evaluate the need for standby assignments annually. The evaluation will include evaluation of the effectiveness of assigning employees to standby and such measurements as: a review of the number of call-outs, response times, type of calls, ability of employee to clear calls without additional support, time to clear calls, number of calls for additional support, response times for support personnel, and any other measurements determined appropriate by the City.

The City agrees to meet and consult with the Union regarding any proposed modifications to standby assignments.

Section 22.16 Call Back

1. Call Back Defined

Call back is defined as unforeseen work performed by an employee at a time other than the employee's regular working hours. Call backs usually deal with a situation 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. An employee held over as an extension of a regular shift, prior to leaving the worksite and with no break in working hours, is not considered a call back.

2. Work Performed

For the purpose of this section, work performed shall include receiving and responding to a call or notification to:

- Work remotely via SCADA or other system
- Report to a worksite or facility

3. Minimum Compensation for Call Back

- A. Call back commences upon the receipt and acceptance of the call back assignment and ends upon completion of the assignment and/or return home, as applicable. This “portal-to-portal” compensation includes any required travel time to/from the employee’s residence for the call back.
- B. An employee who is subject to a call back shall be guaranteed two (2) hours minimum compensation for each call back. Additional overtime worked during each call back shall be compensated in fifteen (15) minute intervals.
- C. There shall be no pyramiding of compensation for call back.

For example: An employee receives a call back assignment at 8:00 p.m. and completes the assignment by 9:00 p.m. The employee receives an additional call back assignment at 9:30 p.m. which they complete at 10:30 p.m. Since the employee is still inside the two hour minimum compensation time frame from the first call back until 10:00 p.m., the employee will receive those two hours (8-10 p.m.) plus an additional thirty minutes of compensation (10-10:30 p.m.).

If the employee had received the additional call back assignment at 10:01 p.m. or later, they would have been guaranteed to receive a new two hour minimum compensation (i.e. 10:01 p.m. – 12:01 a.m. or 11:30 p.m. – 1:30 a.m., etc).

4. Rate of Compensation for Call Back

Compensation for call back shall be calculated using the employee’s base rate of pay. An employee may request to accumulate compensatory time, to be accrued in the same increments provided below, in lieu of cash payment.

A. Non-Holidays

An employee called back to work on a non-holiday shall be paid double time (2X) for the first hour of work and one and one-half (1½) times for all time worked in excess of one (1) hour.

B. Holidays

An employee called back to work on a designated holiday, as defined in Section 10.1 – Designated Holidays, shall be paid double time (2X) for the first two (2) hours of work and one and one-half (1½) times for all time worked in excess of two (2) hours. In addition, the employee shall still accrue the appropriate amount of holiday hours in accordance with Section 10.2 – Accrual.

Section 22.17 Acting Pay

To assure the orderly performance and continuance of municipal services, the City may be required to temporarily upgrade employees on an acting basis to positions of a higher classification.

1. Need for Acting Assignments

For the purposes of this section, it is understood acting assignments may be required in order to temporarily fill position classification vacancies, which may exist for any of the following reasons:

- 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.
- 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.

2. Selection for Acting Assignments

The selection of an employee for an acting assignment shall be at the sole discretion of the Department Director or 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 employee shall be appointed to an acting assignment either when on probation or into a position classification more than one (1) class level above their 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 (1) class level above their regular class and if the acting position is filled, then the acting assignment shall terminate, and the employee restored to their regular position.

3. 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 (30th) consecutive working day that the employee is acting in the higher-level position.

Acting pay shall be retroactive to the first (1st) 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 five percent (5.0%) higher than the base salary of the employee's regular assignment. If Step 1 is less than five percent (5.0%) greater, the acting appointment will be made at the first step which is greater than five percent (5.0%), but is less than ten percent (10.0%) above the base salary.

No changes in employee benefits shall be granted to employees in acting assignments.

4. 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, then the employee shall remain eligible for such merit increase with the employee's performance in both the regular and acting positions being considered.

5. 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 Union prior to any extension of an acting appointment beyond six (6) months.

Section 22.18 Peace Officer Standards and Training Certification

Effective January 1, 2018, each employee who possesses an eligible certificate, issued by the California Peace Officer Standards and Training ("POST"), shall receive a premium on the first pay period of each month.

Eligible POST certificates and the corresponding monthly premiums are as follows:

- Fifty dollars (\$50.00) for an Intermediate Public Safety Dispatcher
- One hundred dollars (\$100.00) for an Advanced Public Safety Dispatcher

Each employee may only receive payment for the single highest certificate held.

Employees seeking compensation shall submit a copy of their POST certificate(s) to the Human Resources Department for processing. The premium shall be paid retroactive to the first pay period following January 1, 2018 or the date of issuance on the POST certificate, whichever is later.

ARTICLE 23 – UNIT MODIFICATION

To the extent that any element of this article is inconsistent with any other provision of Chapter 2.32 – Employee Relations in the City’s Municipal Code, the provisions of this article shall prevail to the extent necessary to cause the article to be operative.

Section 23.1 Determination of Appropriate Units

The policy objectives in determining the appropriateness of units shall regard the effect of a proposed unit on:

- 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
- 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:

- Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
- 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.
- Consistency with the organizational patterns of the City.
- 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.
- 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 (2) or more units.

Notwithstanding the foregoing provisions of the section, managerial, supervisory and confidential responsibilities, as defined in this article, are determinative factors in establishing appropriate units hereunder. Therefore, such managerial, supervisory and

confidential employees may not represent any employee organization which represents other employees and may not be represented by the same.

The Director of Human Resources/Risk Management shall, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions, from units in accordance with the provisions of this section.

Section 23.2 Definitions

The following definitions apply to this article:

- “Appropriate Unit” means a unit of employee classes or positions, established pursuant to Section 23.1 - Determination of Appropriate Units.
- “Management Employee” means any employee having responsibility for formulating, administering or managing the implementation of City policies and programs.
- “Supervisory Employee” means any employee having authority, in the interest of the City, to hire, suspend, lay off, 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 foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
- “Confidential Employees” 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.

Section 23.3 Procedure for Modification of Established Appropriate Units

1. Requests by Employee Organizations

Requests by employee organizations for modification of established appropriate units shall be considered by the Director of Human Resources/Risk Management. Such requests shall be submitted in the form of a petition for recognition and, in addition to the requirements set forth in Municipal Code Section 2.32.050 – Petition for Recognition, 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 23.1 – Determination of Appropriate Units. The Director of Human Resources/Risk Management shall process such petition as recognition petitions are processed under this Chapter.

2. Proposal by Human Resources

The Director of Human Resources/Risk Management may on their own motion propose that an established unit be modified. The Director of Human Resources/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/Risk Management by which to contest the proposal(s).

3. Request for Meeting

Not later than seven (7) calendar days after receipt of a request to meet, the Director of Human Resources/Risk Management shall conduct such meeting at which time all affected employee organizations shall be heard. Thereafter, the Director of Human Resources/Risk Management shall determine the composition of the appropriate unit or units in accordance with Section 23.1 – Determination of Appropriate Units, and shall give written notice of such determination by depositing the same in U.S.P.S. mail, addressed to the affected employee organizations. The Director of Human Resources/Risk Management's determination may be appealed as provided in Section 23.4 – Appeals. However, if a unit is modified pursuant to the motion of the Director of Human Resources/Risk Management, employee organizations may thereafter file petitions of recognition seeking to become the exclusively recognized employee organization for such new appropriate unit(s) pursuant to Municipal Code Section 2.32.050 – Petition for Recognition.

The "meeting" described herein shall be informal and shall consist of the participating employee organization providing verbal and/or written input regarding its position.

Section 23.4 Appeals

An employee organization aggrieved by an appropriate unit determination of the Director of Human Resources/Risk Management pursuant to this article may, within ten (10) calendar days of mailing by the Director of Human Resources/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/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/Risk Management's decision was mailed.

A unit designated by the Director of Human Resources/Risk Management need not be "most appropriate" or "more appropriate," but need only be "appropriate." If "appropriate," then the City Manager shall affirm the Director of Human Resources/Risk Management's decision. 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/Risk Management's decision was "appropriate" pursuant to the guidelines of Section 23.1 – Determination of Appropriate Units. The City Manager shall conduct the appeal hearing within fifteen (15) calendar days of receipt of the appeal and shall issue their 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.P.S. mail, and shall be administratively final and binding.

ARTICLE 24 – GENERAL PERSONNEL PROVISIONS

Section 24.1 **Probationary Period**

All employees, excluding classifications of Communications Dispatcher, who are newly hired or promoted shall serve a probationary period of twelve (12) months.

Employees appointed as a Communications Dispatcher Trainee or an initial hire Communications Dispatcher shall serve a probationary period of eighteen (18) months.

Section 24.2 **Performance Evaluations**

Except as modified herein, performance evaluations shall be governed by Municipal Code Chapter 2.36 – Salaries and Administrative Policy Number 30-05 – Employee Performance and Appraisal Development Report as revised on November 7, 2016.

It is the intent of the City that employees shall receive routine performance appraisals. Merit increases are earned for meritorious performance and in accordance with Section 20.4 – Salary Advancement in this MOU. However, if an employee who is due a performance evaluation that includes a possible merit increase, does not receive their performance evaluation within sixty (60) calendar days after the date of their annual evaluation date, the merit increase shall process retroactive to the date of the employee's anniversary date for merit increase consideration. The employee is to notify their supervisor and Human Resources at the time the sixty (60) calendar days has been exceeded. A personnel action form will be completed and the merit increase shall be made retroactive to the employee's anniversary date.

ARTICLE 25 – LABOR-MANAGEMENT COMMITTEE

In the interest of fostering and continuing a spirit and atmosphere of harmonious employer-employee relationships, a Labor-Management Committee (LMC) shall meet at least semi-annually for the purpose of discussing employee relations matters as they relate to the best implementation of this MOU. The recommendations of the LMC shall be advisory only. The LMC shall consist of the Director of Human Resources/Risk Management, the Union and employee representative(s). Other members of the City's Executive Management team may be invited to attend. Additional ad hoc meetings may be scheduled at the written request of either party.

ARTICLE 26 – SAVINGS CLAUSE

This MOU shall not in any way interfere with the obligations of the parties hereto 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 in conflict or inconsistent with State or Federal laws, or if 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, only such provision(s) shall be suspended and superseded by such applicable law or regulations, and the remainder of the MOU shall not otherwise be affected thereby.

ARTICLE 27 – FULL UNDERSTANDING, MODIFICATIONS AND WAIVER

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.

Therefore, the City and the Union, for the life of this MOU, each voluntarily and unqualifiedly waives the right, and each agrees, that the other party shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this MOU, or with respect to any subject or matter not specifically referred to or covered in this MOU, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they met and conferred or signed this MOU.

The parties hereto agree to continue their long-standing policies in that there shall be no discrimination against any employee because of membership or non-membership in the Union, race, age, sex, religious creed, color, physical disability, mental disability, medical condition, marital status, sexual orientation, national origin, ancestry, political/union activity, or any other protected class.

The parties hereto agree this MOU cannot be modified, changed, and/or canceled in any way, except by mutual written consent of said parties as set forth below or in Article 28 - TERM.

The parties acknowledge the provisions of the MOU require a close degree of cooperation between the parties. The need to modify the MOU and/or clarify the intent or application of some MOU provisions may arise during the term of this MOU. If such need arises, the parties may make such modifications, refinements and/or adjustments through the use of a Side Letter or a Letter of Agreement (“LOA”). The use and content of any such Side Letter or LOA must be mutually agreed upon by the parties, executed in writing, attached to this MOU as an addendum, and become a part hereof.

LOA’s will be used for the purpose of clarification of existing MOU provisions with no substantive or economic change to the MOU. LOA’s may be executed on behalf of the City by the Director of Human Resources and the City Manager.

Side Letter's will be used to amend the MOU. Such amendments may or may not have a substantive and/or economic impact. Side letters with insignificant or no economic impact to the City, as determined by the City Manager after consultation with the City Attorney, may be executed on behalf of the City by the Director of Human Resources and the City Manager. Side letters with a significant economic impact to the City, as determined by the City Manager, may be tentatively agreed to by the Director of Human Resources and the City Manager, in a form approved by the City Attorney, but will have no force and effect whatsoever unless or until approved by City Council.

Should the City grant a wage increase or modify benefits for any other recognized employee group not contained in that group's existing MOU on or before the end of this MOU, the City agrees that said changes will be discussed between the parties hereto.

This agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior agreements, commitments, and practices.

ARTICLE 28 – TERM

This MOU shall be in effect for an initial term commencing July 1, 2017 and ending June 30, 2019. It is, however, the mutual understanding of all parties hereto that this MOU is of no force or effect whatsoever unless or until ratified by the members of SEIU in the unit and the City Council of the City of Monterey Park. This MOU shall continue in effect from year-to-year thereafter, unless amended.

This MOU may be terminated at 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 end of the applicable term. Bargaining shall begin within thirty (30) calendar days following the receipt of such notice, unless mutually agreed to otherwise.

Following the expiration of the MOU, the MOU shall continue in effect until a successor MOU is agreed upon.

EXECUTION OF THE NEW AGREEMENT

On October 24, 2017, this MOU was ratified by simple majority vote of unit employees who are in classifications represented by the Union.

This MOU has been approved by a vote of the City Council of the City of Monterey Park on November 15, 2017 under City Council Agenda Item# _____.

Following its execution by the parties hereto, the City shall implement its terms and conditions by appropriate lawful action. The “date of implementation” shall be defined as the date the City Council approved this MOU. In witness thereof, the parties hereto have caused this agreement to be executed this _____ day of _____ 2017.

PARTIES TO THE AGREEMENT

<i>SEIU Local 721</i>	<i>City of Monterey Park</i>
WENDY A. THOMAS, CHIEF NEGOTIATOR SEIU LOCAL 721	RON BOW CITY MANAGER
JESUS “JESSE” HERNANDEZ, CHAPTER PRESIDENT ELECTRICIAN	THOMAS CODY, CHIEF NEGOTIATOR DIRECTOR OF HUMAN RESOURCES & RISK MANAGEMENT
BRUCE FALLON, CHAPTER VICE PRESIDENT EQUIPMENT MECHANIC	
MICHAEL LOTT, CHAPTER REPRESENTATIVE EVIDENCE OFFICER	
DONNA RAMIREZ, CHAPTER REPRESENTATIVE ECONOMIC DEVELOPMENT SPECIALIST	

SEIU 2017-18 SALARY TABLE

The following salary tables are effective the first full pay period following July 1, 2017:

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Account Clerk	6	3,355	3,439	3,525	3,613	3,703	3,796	3,890	3,988	4,087	4,292
Accountant	34	4,840	4,961	5,085	5,212	5,342	5,476	5,613	5,753	5,897	6,192
Administrative Aide	11	4,221	4,327	4,435	4,546	4,659	4,776	4,895	5,017	5,143	5,400
Animal Control Officer	8	3,660	3,751	3,845	3,941	4,040	4,141	4,244	4,350	4,459	4,682
Animal Control Supervisor	13	4,703	4,820	4,941	5,064	5,191	5,320	5,453	5,590	5,730	6,016
Assistant Planner	14	4,983	5,107	5,235	5,366	5,500	5,638	5,778	5,923	6,071	6,375
Assistant Storekeeper	7	3,494	3,581	3,671	3,762	3,857	3,953	4,052	4,153	4,257	4,470
Associate Planner	43	5,657	5,798	5,943	6,092	6,244	6,400	6,560	6,724	6,892	7,237
Auto Shop Technician	22	3,667	3,759	3,853	3,949	4,048	4,149	4,253	4,360	4,468	4,692
Building Clerk	7	3,494	3,581	3,671	3,762	3,857	3,953	4,052	4,153	4,257	4,470
Building Codes Technician	7	3,494	3,581	3,671	3,762	3,857	3,953	4,052	4,153	4,257	4,470
Building Inspector	42	5,574	5,713	5,856	6,002	6,152	6,306	6,464	6,625	6,791	7,131
Building Trades Technician	29	4,344	4,453	4,564	4,678	4,795	4,915	5,038	5,164	5,293	5,558
Cement Finisher	25	3,943	4,041	4,142	4,246	4,352	4,461	4,572	4,687	4,804	5,044
Child Care Assistant	6	3,355	3,439	3,525	3,613	3,703	3,796	3,890	3,988	4,087	4,292
Child Care Coordinator	11	4,221	4,327	4,435	4,546	4,659	4,776	4,895	5,017	5,143	5,400
Civil Engineering Assistant	16	5,411	5,546	5,685	5,827	5,973	6,122	6,275	6,432	6,593	6,922
Civil Engineering Technician	13	4,703	4,820	4,941	5,064	5,191	5,320	5,453	5,590	5,730	6,016
Code Enforcement Officer	12	4,454	4,565	4,679	4,796	4,916	5,039	5,165	5,294	5,427	5,698
Communication Dispatcher	37	4,598	4,713	4,831	4,951	5,075	5,202	5,332	5,466	5,602	5,882
Communications Dispatcher Trainee	33	3,800	3,895	3,992	4,092	4,194	4,299	4,407	4,517	4,630	4,861
Community Communications Coordinator	18	4,432	4,543	4,656	4,773	4,892	5,014	5,140	5,268	5,400	5,670
Community Participation Coordinator	15	5,281	5,413	5,548	5,687	5,829	5,975	6,124	6,277	6,434	6,756
Community Service Officer	45	3,654	3,745	3,839	3,935	4,033	4,134	4,237	4,343	4,452	4,674
Consumer Service Representative	23	4,109	4,211	4,317	4,424	4,535	4,648	4,765	4,884	5,006	5,256
Crew Leader	29	4,344	4,453	4,564	4,678	4,795	4,915	5,038	5,164	5,293	5,558
Cross Connection Control Inspector	40	5,119	5,247	5,378	5,513	5,650	5,792	5,936	6,085	6,237	6,549

APPENDIX A

Dial-A-Ride Dispatcher	45	3,654	3,745	3,839	3,935	4,033	4,134	4,237	4,343	4,452	4,674
Dial-A-Ride Driver	17	2,392	2,452	2,513	2,576	2,640	2,706	2,774	2,843	2,914	3,060
Economic Development Specialist	16	5,411	5,546	5,685	5,827	5,973	6,122	6,275	6,432	6,593	6,922
Electrician	13	4,703	4,820	4,941	5,064	5,191	5,320	5,453	5,590	5,730	6,016
Equipment Mechanic	29	4,344	4,453	4,564	4,678	4,795	4,915	5,038	5,164	5,293	5,558
Equipment Service Specialist	22	3,667	3,759	3,853	3,949	4,048	4,149	4,253	4,360	4,468	4,692
Evidence Officer	44	3,945	4,043	4,144	4,248	4,354	4,463	4,575	4,689	4,806	5,047
Financial Services Technician	12	4,454	4,565	4,679	4,796	4,916	5,039	5,165	5,294	5,427	5,698
Fire Prevention Permit Technician I	10	4,014	4,114	4,217	4,322	4,431	4,541	4,655	4,771	4,890	5,135
Fire Safety Specialist	15	5,281	5,413	5,548	5,687	5,829	5,975	6,124	6,277	6,434	6,756
Irrigation Specialist	22	3,667	3,759	3,853	3,949	4,048	4,149	4,253	4,360	4,468	4,692
Jailer	3	3,862	3,958	4,057	4,159	4,263	4,369	4,479	4,591	4,705	4,941
Janitor	17	2,392	2,452	2,513	2,576	2,640	2,706	2,774	2,843	2,914	3,060
Landscape Operations Specialist	14	4,983	5,107	5,235	5,366	5,500	5,638	5,778	5,923	6,071	6,375
Lead Equipment Mechanic	38	4,997	5,121	5,249	5,381	5,515	5,653	5,794	5,939	6,088	6,391
Librarian	14	4,983	5,107	5,235	5,366	5,500	5,638	5,778	5,923	6,071	6,375
Library Circulation Service Supervisor	9	3,829	3,925	4,023	4,124	4,227	4,333	4,441	4,552	4,666	4,899
Library Clerk	6	3,355	3,439	3,525	3,613	3,703	3,796	3,890	3,988	4,087	4,292
Library Technician	9	3,829	3,925	4,023	4,124	4,227	4,333	4,441	4,552	4,666	4,899
Maintenance Worker	20	3,491	3,578	3,668	3,759	3,853	3,950	4,048	4,150	4,253	4,466
Management Aide	28	4,242	4,349	4,456	4,567	4,681	4,800	4,919	5,042	5,168	5,426
Management Analyst	36	4,809	4,930	5,052	5,179	5,308	5,440	5,576	5,717	5,859	6,152
Park Maintenance Crew Leader	29	4,344	4,453	4,564	4,678	4,795	4,915	5,038	5,164	5,293	5,558
Park Maintenance Lead Worker	26	4,039	4,140	4,244	4,350	4,459	4,570	4,685	4,802	4,922	5,168
Park Maintenance Worker	20	3,491	3,578	3,668	3,759	3,853	3,950	4,048	4,150	4,253	4,466
Permit Technician I	10	4,014	4,114	4,217	4,322	4,431	4,541	4,655	4,771	4,890	5,135
Permit Technician II	12	4,454	4,565	4,679	4,796	4,916	5,039	5,165	5,294	5,427	5,698
Plan Checker	41	5,967	6,117	6,270	6,426	6,587	6,752	6,920	7,093	7,271	7,634
Police Clerk	4	3,391	3,476	3,563	3,652	3,743	3,837	3,933	4,031	4,132	4,338

APPENDIX A

Police Officer Recruit	1S(1)	4,417									
Police Records Management Technician	12	4,454	4,565	4,679	4,796	4,916	5,039	5,165	5,294	5,427	5,698
Pool Maintenance Worker	20	3,491	3,578	3,668	3,759	3,853	3,950	4,048	4,150	4,253	4,466
Program Coordinator	11	4,221	4,327	4,435	4,546	4,659	4,776	4,895	5,017	5,143	5,400
Public Works Inspector	35	4,986	5,110	5,238	5,369	5,503	5,641	5,782	5,926	6,075	6,378
Public Works Technician	11	4,221	4,327	4,435	4,546	4,659	4,776	4,895	5,017	5,143	5,400
Revenue Collection Specialist	46	3,043	3,118	3,196	3,276	3,358	3,442	3,528	3,616	3,707	3,892
Secretary (non-conf)	10	4,014	4,114	4,217	4,322	4,431	4,541	4,655	4,771	4,890	5,135
Senior Account Clerk (non-conf)	10	4,014	4,114	4,217	4,322	4,431	4,541	4,655	4,771	4,890	5,135
Senior Clerk Typist (non-conf)	6	3,355	3,439	3,525	3,613	3,703	3,796	3,890	3,988	4,087	4,292
Senior Library Clerk	8	3,660	3,751	3,845	3,941	4,040	4,141	4,244	4,350	4,459	4,682
Senior Maintenance Worker	33	3,800	3,895	3,992	4,092	4,194	4,299	4,407	4,517	4,630	4,861
Senior Management Analyst	43	5,657	5,798	5,943	6,092	6,244	6,400	6,560	6,724	6,892	7,237
Senior Water Production System Operator	40	5,119	5,247	5,378	5,513	5,650	5,792	5,936	6,085	6,237	6,549
Storekeeper/Buyer	10	4,014	4,114	4,217	4,322	4,431	4,541	4,655	4,771	4,890	5,135
Support Services Supervisor	15	5,281	5,413	5,548	5,687	5,829	5,975	6,124	6,277	6,434	6,756
Water Distribution Crew Supervisor	40	5,119	5,247	5,378	5,513	5,650	5,792	5,936	6,085	6,237	6,549
Water Distribution Lead Worker	27	4,417	4,528	4,641	4,757	4,876	4,998	5,123	5,251	5,382	5,651
Water Production System Operator	27	4,417	4,528	4,641	4,757	4,876	4,998	5,123	5,251	5,382	5,651
Water Utility Maintenance Worker	21	3,729	3,822	3,917	4,015	4,116	4,219	4,324	4,432	4,543	4,770

SEIU 2018-19 SALARY TABLE

The following salary tables are effective the first full pay period following July 1, 2018:

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Account Clerk	6	3,455	3,542	3,630	3,721	3,814	3,909	4,007	4,107	4,210	4,421
Accountant	34	4,985	5,109	5,237	5,368	5,502	5,640	5,781	5,925	6,074	6,377
Administrative Aide	11	4,348	4,456	4,568	4,682	4,799	4,919	5,042	5,168	5,297	5,562
Animal Control Officer	8	3,769	3,864	3,960	4,059	4,161	4,265	4,371	4,481	4,593	4,822
Animal Control Supervisor	13	4,844	4,965	5,089	5,216	5,346	5,480	5,617	5,758	5,901	6,197
Assistant Planner	14	5,132	5,261	5,392	5,527	5,665	5,807	5,952	6,101	6,253	6,566
Assistant Storekeeper	7	3,599	3,689	3,781	3,875	3,972	4,072	4,173	4,278	4,385	4,604
Associate Planner	43	5,826	5,972	6,121	6,274	6,431	6,592	6,757	6,926	7,099	7,454
Auto Shop Technician	22	3,778	3,872	3,969	4,068	4,170	4,274	4,381	4,490	4,603	4,833
Building Clerk	7	3,599	3,689	3,781	3,875	3,972	4,072	4,173	4,278	4,385	4,604
Building Codes Technician	7	3,599	3,689	3,781	3,875	3,972	4,072	4,173	4,278	4,385	4,604
Building Inspector	42	5,741	5,885	6,032	6,182	6,337	6,495	6,658	6,824	6,995	7,345
Building Trades Technician	29	4,475	4,587	4,701	4,819	4,939	5,063	5,189	5,319	5,452	5,725
Cement Finisher	25	4,061	4,163	4,267	4,373	4,483	4,595	4,710	4,827	4,948	5,195
Child Care Assistant	6	3,455	3,542	3,630	3,721	3,814	3,909	4,007	4,107	4,210	4,421
Child Care Coordinator	11	4,348	4,456	4,568	4,682	4,799	4,919	5,042	5,168	5,297	5,562
Civil Engineering Assistant	16	5,573	5,713	5,855	6,002	6,152	6,306	6,463	6,625	6,791	7,130
Civil Engineering Technician	13	4,844	4,965	5,089	5,216	5,346	5,480	5,617	5,758	5,901	6,197
Code Enforcement Officer	12	4,588	4,702	4,820	4,940	5,064	5,190	5,320	5,453	5,589	5,869
Communication Dispatcher	37	4,736	4,854	4,976	5,100	5,228	5,358	5,492	5,629	5,770	6,059
Communications Dispatcher Trainee	33	3,914	4,012	4,112	4,215	4,320	4,428	4,539	4,652	4,768	5,007
Community Communications Coordinator	18	4,565	4,679	4,796	4,916	5,039	5,165	5,294	5,426	5,562	5,840
Community Participation Coordinator	15	5,439	5,575	5,715	5,857	6,004	6,154	6,308	6,465	6,627	6,958
Community Service Officer	45	3,763	3,857	3,954	4,053	4,154	4,258	4,364	4,473	4,585	4,814
Consumer Service Representative	23	4,232	4,338	4,446	4,557	4,671	4,788	4,908	5,030	5,156	5,414

APPENDIX A

Crew Leader	29	4,475	4,587	4,701	4,819	4,939	5,063	5,189	5,319	5,452	5,725
Cross Connection Control Inspector	40	5,272	5,404	5,539	5,678	5,820	5,965	6,114	6,267	6,424	6,745
Dial-A-Ride Dispatcher	45	3,763	3,857	3,954	4,053	4,154	4,258	4,364	4,473	4,585	4,814
Dial-A-Ride Driver	17	2,537	2,601	2,666	2,732	2,801	2,871	2,943	3,016	3,092	3,246
Economic Development Specialist	16	5,573	5,713	5,855	6,002	6,152	6,306	6,463	6,625	6,791	7,130
Electrician	13	4,844	4,965	5,089	5,216	5,346	5,480	5,617	5,758	5,901	6,197
Equipment Mechanic	29	4,475	4,587	4,701	4,819	4,939	5,063	5,189	5,319	5,452	5,725
Equipment Service Specialist	22	3,778	3,872	3,969	4,068	4,170	4,274	4,381	4,490	4,603	4,833
Evidence Officer	44	4,063	4,165	4,269	4,376	4,485	4,597	4,712	4,830	4,950	5,198
Financial Services Technician	12	4,588	4,702	4,820	4,940	5,064	5,190	5,320	5,453	5,589	5,869
Fire Prevention Permit Technician I	10	4,134	4,238	4,344	4,452	4,563	4,678	4,794	4,914	5,037	5,289
Fire Safety Specialist	15	5,439	5,575	5,715	5,857	6,004	6,154	6,308	6,465	6,627	6,958
Irrigation Specialist	22	3,778	3,872	3,969	4,068	4,170	4,274	4,381	4,490	4,603	4,833
Jailer	3	3,978	4,077	4,179	4,284	4,391	4,500	4,613	4,728	4,846	5,089
Janitor	17	2,537	2,601	2,666	2,732	2,801	2,871	2,943	3,016	3,092	3,246
Landscape Operations Specialist	14	5,132	5,261	5,392	5,527	5,665	5,807	5,952	6,101	6,253	6,566
Lead Equipment Mechanic	38	5,146	5,275	5,407	5,542	5,681	5,823	5,968	6,117	6,270	6,583
Librarian	14	5,132	5,261	5,392	5,527	5,665	5,807	5,952	6,101	6,253	6,566
Library Circulation Service Supervisor	9	3,944	4,043	4,144	4,247	4,354	4,462	4,574	4,688	4,806	5,046
Library Clerk	6	3,455	3,542	3,630	3,721	3,814	3,909	4,007	4,107	4,210	4,421
Library Technician	9	3,944	4,043	4,144	4,247	4,354	4,462	4,574	4,688	4,806	5,046
Maintenance Worker	20	3,596	3,685	3,778	3,872	3,969	4,068	4,170	4,274	4,381	4,600
Management Aide	28	4,369	4,479	4,589	4,704	4,822	4,944	5,067	5,193	5,323	5,589
Management Analyst	36	4,953	5,077	5,204	5,334	5,467	5,604	5,744	5,888	6,034	6,337
Park Maintenance Crew Leader	29	4,475	4,587	4,701	4,819	4,939	5,063	5,189	5,319	5,452	5,725
Park Maintenance Lead Worker	26	4,161	4,265	4,371	4,481	4,593	4,707	4,825	4,946	5,069	5,323
Park Maintenance Worker	20	3,596	3,685	3,778	3,872	3,969	4,068	4,170	4,274	4,381	4,600
Permit Technician I	10	4,134	4,238	4,344	4,452	4,563	4,678	4,794	4,914	5,037	5,289

APPENDIX A

Permit Technician II	12	4,588	4,702	4,820	4,940	5,064	5,190	5,320	5,453	5,589	5,869
Plan Checker	41	6,146	6,300	6,458	6,619	6,785	6,954	7,128	7,306	7,489	7,863
Police Clerk	4	3,493	3,580	3,670	3,762	3,856	3,952	4,051	4,152	4,256	4,469
Police Officer Recruit	1S(1)	4,550									
Police Records Management Technician	12	4,588	4,702	4,820	4,940	5,064	5,190	5,320	5,453	5,589	5,869
Pool Maintenance Worker	20	3,596	3,685	3,778	3,872	3,969	4,068	4,170	4,274	4,381	4,600
Program Coordinator	11	4,348	4,456	4,568	4,682	4,799	4,919	5,042	5,168	5,297	5,562
Public Works Inspector	35	5,135	5,264	5,395	5,530	5,668	5,810	5,955	6,104	6,257	6,570
Public Works Technician	11	4,348	4,456	4,568	4,682	4,799	4,919	5,042	5,168	5,297	5,562
Revenue Collection Specialist	46	3,134	3,211	3,292	3,375	3,459	3,546	3,634	3,725	3,818	4,009
Secretary (non-conf)	10	4,134	4,238	4,344	4,452	4,563	4,678	4,794	4,914	5,037	5,289
Senior Account Clerk (non-conf)	10	4,134	4,238	4,344	4,452	4,563	4,678	4,794	4,914	5,037	5,289
Senior Clerk Typist (non-conf)	6	3,455	3,542	3,630	3,721	3,814	3,909	4,007	4,107	4,210	4,421
Senior Library Clerk	8	3,769	3,864	3,960	4,059	4,161	4,265	4,371	4,481	4,593	4,822
Senior Maintenance Worker	33	3,914	4,012	4,112	4,215	4,320	4,428	4,539	4,652	4,768	5,007
Senior Management Analyst	43	5,826	5,972	6,121	6,274	6,431	6,592	6,757	6,926	7,099	7,454
Senior Water Production System Operator	40	5,272	5,404	5,539	5,678	5,820	5,965	6,114	6,267	6,424	6,745
Storekeeper/Buyer	10	4,134	4,238	4,344	4,452	4,563	4,678	4,794	4,914	5,037	5,289
Support Services Supervisor	15	5,439	5,575	5,715	5,857	6,004	6,154	6,308	6,465	6,627	6,958
Water Distribution Crew Supervisor	40	5,272	5,404	5,539	5,678	5,820	5,965	6,114	6,267	6,424	6,745
Water Distribution Lead Worker	27	4,550	4,664	4,780	4,900	5,022	5,148	5,276	5,408	5,544	5,821
Water Production System Operator	27	4,550	4,664	4,780	4,900	5,022	5,148	5,276	5,408	5,544	5,821
Water Utility Maintenance Worker	21	3,841	3,937	4,035	4,136	4,239	4,345	4,454	4,565	4,679	4,913

ATTACHMENT 2
SEIU Employee Association 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 SERVICE
EMPLOYEES' INTERNATIONAL UNION (SEIU), LOCAL 721**

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 SEIU Employee Association, a duly recognized employee organization representing the City of Monterey Park's general miscellaneous 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: SEIU Employee Association 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 SEIU Employee Association 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.

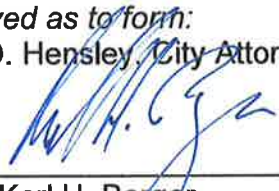
PASSED, AND ADOPTED this 15th day of November, 2017.

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 15th day of November, 2017, by the following vote:

Ayes:	Council Members:
Noes:	Council Members: None
Absent:	Council Members: None
Abstain:	Council Members: None

Dated this 15th day of November, 2017.

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



City Council Staff Report

DATE: November 15, 2017

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

TO: The Honorable Mayor and City Council
FROM: Norma Arvizu, City Librarian
SUBJECT: Innovative Interfaces Millennium System Maintenance Agreement

RECOMMENDATION:

It is recommended that the City Council:

1. Consider authorizing the City Manager to execute an agreement with Innovative Interfaces Inc., for software maintenance, in a form approved by the City Attorney, at an annual rate of \$39,445.92 for Fiscal Year 2017/18 and 2018/19 for a total cost of \$78,891.84; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Innovative Interfaces, Inc., System is the sole source for the Millennium windows automation operational and integrated system that supports all of the library's collective data and internal information regarding our library collection inventory, cataloguing processes, patron records and checkout and check in of all our loaned collection. This internal software system is housed in the library's onsite internal server system in the Technical Services division area of the library. This maintenance agreement supports the cost of the internal software upgrades to support the system and takes a great deal off staff time in managing the conversion of such vital information in serving the public on a daily basis.

Innovative Interfaces Millennium system continues to provide the ability to view Asian language characters titles along with Spanish in our collection. Innovative Interfaces has proven to be reliable and easy to use for both staff and the public. Innovative Interfaces Inc., continues to work well with staff and has a proven technical support system that operates efficiently and consistently well in our library integrated systems. The library is in the planning stages to move to a cloud based server integrated system by the year 2020 and needs to maintain the onsite server based systems until then.

BACKGROUND:

In 1995 the City Council approved the purchase of the current library automation system (Innovative Interfaces) after a lengthy and outdated system had been in place for over a decade. Both the City Council and the then current Library Board of Trustees were impressed with the interfacing system between circulation, cataloguing and acquisition functions offered by Innovative. In 2006, the server was upgraded to a newer server model and Innovative continues to provide the library with new improvements to the existing Software (New Releases) equipment and operating system used by the library.

FISCAL IMPACT:

Maintenance cost is currently budgeted into the FY 2017/18 budget and will be budgeted into the FY 2018/19.

Respectfully submitted by:


Norma Arvizu
City Librarian

Approved by:


Ron Bow
City Manager

Reviewed by:


Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. Attachment 1: Annual Maintenance Invoice
2. Attachment 2: Software Maintenance Agreement.

ATTACHMENT 1

Maintenance Invoice



Invoice

Innovative Interfaces, Inc.
5850 Shellmound Way
Emeryville, CA 94608
510.655.6200
billing@iii.com

Invoice #	INV-INC13852
Invoice Date	4/11/2017
Terms	
PO #	
Due Date	6/30/2017
Site Code	monts
Created From	Sales Order #SO-INC13433
Currency	US Dollar

Bill To

Evena Shu
Monterey Park Bruggemeyer Library
318 S. Ramona Avenue
Monterey Park CA 91754

Millennium Maintenance Annual Renewal

39,445.92

1 July 2017 - 30 June 2018

Total	39,445.92
Amount Due	US\$39,445.92

FEIN 94-2553274

Please remit electronically to:
Bank of America, N.A.
ABA/Routing Code: 026009593
SWIFT: BOFAUS3N
Beneficiary: Innovative Interfaces Incorporated
Beneficiary Account: 1416200046

For payments remitted by check via regular mail:
Innovative Interfaces, Inc
PO Box 74008010
Chicago, IL 60674-8010

For payments remitted by check via FedEx and/or UPS:
Bank of America Lockbox Services
Innovative Interfaces, Inc
LBX #74008010
540 W Madison, FL 4
Chicago, IL 60661

For billing inquiries contact us at:
1-510-655-6200 or billing@iii.com

APPROVED

7/2/17 0010-801-6003-38400
23

✓ APPROVED

7/6/17 na

ATTACHMENT 2

Innovative Interfaces Software Maintenance Agreement

SOFTWARE MAINTENANCE AGREEMENT

- a) This Software Maintenance Agreement (the "Agreement") covers Innovative software that is licensed by the Library (the "Software") as of the Effective Date.
- b) The Initial term of this Agreement is for the period of one (1) year starting on July 1, 2017 through June 30, 2018 (the "Commitment Term") at US\$39,445.92, per annum, payable in advance. Credit card payments are subject to a 3.5% fee for any invoices over \$2,000. This amount excludes taxes. The Library will be responsible for all applicable taxes.
- c) The Library must provide direct network internet access to their systems to Innovative for the purpose of providing maintenance services under this Agreement, including but not limited to firewall access and root-privilege access. Innovative requires such access to correct software bugs and carry out modifications to Library systems for the purpose of maintaining the Software.
- d) Innovative will provide Library with new improvements to the existing Software ("New Releases") so long as the equipment and operating system used by the Library is sufficient and/or compatible for the load and operation of the New Release. If the equipment or operating system is deemed insufficient for installation of the New Release, then Library shall be responsible for the cost of new equipment or operating system as may be required. If Library declines to upgrade its equipment or operating system to accommodate the New Release, then Library shall remain at its then current release level.
- e) If Library adds or upgrades any additional Innovative software to its systems after the initial installation of the Software, the maintenance services shall be extended to cover the additional software. The maintenance charges for such additional software shall be based upon Innovative's then-current maintenance rates. The additional cost of coverage for the additional software shall be added to the annual maintenance amount.
- f) Innovative will provide services under this Agreement 24 hours a day, 7 days a week. Innovative will make commercially reasonable efforts to return calls within 2 hours of receipt, and correct the Software within 48 hours of notice, excluding weekends and holidays.
- g) Any services provided by Innovative due to Library-supplied equipment failure, where such equipment was not purchased from Innovative, and over which Innovative no direct control has, shall be billable at Innovative's then current maintenance rates.
- h) This Agreement does not include repair services or replacement parts due to damage caused by force majeure events, including but not limited to rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other cause originating by reason of other than normal operation of Library's systems, or Library's negligence in using or misuse of their systems.
- i) The Software shall be operated as the exclusive application on the equipment.
- j) Library is responsible for purchasing and maintaining the necessary licenses for the operating system, compilers, and any other necessary central operating system utilities. This includes the C compiler and debugger.
- k) Library must give Innovative reasonable advance notice before changing the operating system version or release. If it is necessary for Innovative to provide assistance or remedial services as a result of an operating system change, these services will be charged as a billable service and will not be covered under Innovative's standard maintenance services.
- l) Innovative will set up and maintain various directories, files and named paths on the Library's systems. This information shall remain wholly confidential, and Library staff shall not alter or delete these items.
- m) Library is responsible for any problems that may occur due to the negligent use or intentional misuse of Library's operating system, including data corruption or data loss that might occur due to the misuse of the root-privilege access. As Library reports problems, Innovative will determine if the problems resulted from Library's activity within the operating system, and will notify Library at that time that such service shall be billable. All remedial service provided by Innovative to restore software, system files, or Library files corrupted by misuse of the operating system shall be billable at Innovative's then-current hourly rates.
- n) Library is responsible for maintaining the operating system account and for keeping the password and access secure from unauthorized use.
- o) With respect to the Software, Library agrees that all prior licenses granted by Innovative to the Library as to the Software are hereby terminated, and hereby replaced with a non-exclusive, non-transferable, non-sublicensable license to use the Software on a subscription basis for normal library operations. Library hereby agrees that the failure to pay Innovative any monies due under this Agreement

shall result in the automatic termination of said subscription.

- p) Library acknowledges and agrees that with respect to fees that are annual license, maintenance, subscription, hosting, or other recurring fees, Library agrees that such fees may be raised by Innovative up to ten percent (10%) per annum for each year after the Commitment Term. With regard to such price increases, Innovative will advise the Library no later than 30 days prior to the increase going into effect.
- q) If the Library decides to cancel the Agreement, or cancel or change any Software products, Innovative must be notified 90 days prior to the annual maintenance renewal date.
- r) If Library fails to pay Innovative any sums due under this Agreement on a timely basis, Innovative reserves the right to discontinue maintenance, subscription and/or hosting services, as applicable, until Library fully pays to Innovative all sums (and related penalties) (together, the "Overdue Amount") due to Innovative. If Innovative discontinues maintenance, subscription and/or hosting services provided to Library, Innovative also reserves the right to receive from Library a re-start penalty fee equal to 30% of the Overdue Amount, in addition to the Overdue Amount.
- s) **General Terms.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. The Library acknowledges that Innovative is at all times an independent contractor and that the Library's relationship with Innovative is not one of principal and agent nor employer and employee. This Agreement is the complete and exclusive statement of the agreement between Innovative and Library with respect to the subject matter hereof, and supersede any prior or contemporaneous proposals, agreements, communications, discussions, documents, or representations, oral or written, pertaining thereto. There shall be no third-party beneficiaries to this Agreement. Neither party may assign all or any part of this Agreement or any right hereunder to any third party without the express written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed; provided Innovative may assign this Agreement as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or capital stock. Interpretation of this Agreement will be governed by the laws of the State of California, excluding its conflicts of laws principles. The parties hereto consent to the personal jurisdiction and venue

Los Angeles

of the State and Federal courts located in the City and County of San Francisco, California USA, and each party hereto waives any objection to such jurisdiction or venue based upon the doctrine of *forum non conveniens*, or any other such legal theory or doctrine.

- t) The attached Addendum is incorporated into this Agreement by reference as if fully set forth.

EFFECTIVE DATE: July 1, 2017

**MONTEREY PARK BRUGGEMEYER LIBRARY
("THE LIBRARY")**

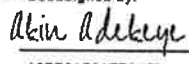
By: _____

Name: _____

Title: _____

Date: _____

**INNOVATIVE INTERFACES INCORPORATED
("INNOVATIVE")**

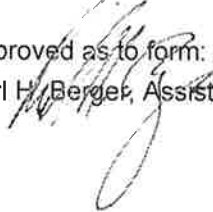
DocuSigned by:
By:  _____

A3B08AF8AFFC452
Name: Akin Adekeye

Title: General Counsel

Date: 7/30/2017

Approved as to form:


Karl H. Berger, Assistant City Attorney

ADDENDUM TO
INNOVATIVE SOFTWARE MAINTENANCE AGREEMENT

1. "LIBRARY" for purposes of this Addendum and the Maintenance Agreement means the City of Monterey Park, a general law city and municipal corporation.

2. RETROACTIVITY. LIBRARY and INNOVATIVE intend for the Maintenance Agreement to be retroactively effective beginning May 3, 2006.

3. NONDISCLOSURE.

A. "Information," as used in this Section, includes information considered to be confidential, valuable and proprietary by INNOVATIVE whether communicated or contained in oral, written, electronic or any other form or medium. Information includes, without limitation, compilations of data, methodologies, formulae, processes designed and developed by INNOVATIVE and other technical information; employee information; software programs; and like information of, or provided by, INNOVATIVE. Information does not include:

- i. Any information subject to disclosure by the California Public Records Act;
- ii. Any information INNOVATIVE in writing authorizes LIBRARY to disclose without restriction;
- iii. Any information LIBRARY already lawfully knows at the time it is disclosed by INNOVATIVE, without an obligation to keep it confidential;
- iv. Any information LIBRARY lawfully obtains from any source other than INNOVATIVE, provided that such source lawfully disclosed such information; or
- v. Any information LIBRARY independently develops without use of or reference to INNOVATIVE's Information.

B. LIBRARY will protect Information provided to LIBRARY by or on behalf of INNOVATIVE from any use, distribution or disclosure except as permitted herein. LIBRARY will use the same standard of care to protect Information as LIBRARY uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care.

C. LIBRARY agrees to use Information solely in connection with this Agreement and for no other purpose. LIBRARY may provide Information only to LIBRARY's employees who: (a) have a substantive need to know such Information in connection with this Agreement; and (b) have been advised of the confidential and proprietary nature of such Information;

D. If LIBRARY is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, LIBRARY must first provide INNOVATIVE with prompt written notice of such requirement and cooperate with INNOVATIVE to appropriately protect against or limit the scope of such disclosure.

E. LIBRARY may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein and such copies, notes, summaries and extracts must also be deemed Information for purposes of this Agreement.

F. These obligations of confidentiality shall survive for three (3) years after the disclosure of such Information.

4. "SELF-HELP" AND "MALICIOUS" CODES PROHIBITED.

A. INNOVATIVE understands and agrees that INNOVATIVE's use of any "self- help" or "malicious" codes, as defined by this Section, is prohibited and constitutes an "unfair business practice" as defined by California law. Notwithstanding any other provision of this Agreement that limits INNOVATIVE's liability, INNOVATIVE will be fully liable for all penalties and damages arising from use of a self-help or malicious code.

B. "Self-help code" means any back-door, time-bomb, drop-dead, time-out, lock-up, slow-down, data freezing, logic bombs, or other software routine, code, devices, techniques intended to disable, slow, prevent operation of, or otherwise interfere with or change any operation of any computer system, software or other property automatically with the passage of time or under the prior instruction, triggering event or control of someone other than Client.

C. "Malicious Code" means any virus, "spyware," "Trojan horse," "worm," "Easter egg," "cancelbot," "trapdoor," or other unapproved or malicious software routine, code, command, device, technique, or instruction or other contaminant intended to

i. Permit unauthorized access to, detection of, modification of, or monitoring of any code, system, or data;

ii. Alter, supplement, disable, erase, limit, threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, shut down or delete, threaten, slow or otherwise inhibit the functioning of, or otherwise harm any of the code, documentation or data or any computer system, software or other property;

iii. Render any data irretrievable, modified, or disrupted so as to be unreliable in any regard;

iv. Perform any other unauthorized action, or prevent, limit, condition or inhibit performance of authorized actions or any function including, without limitation, to its security or end user data.

5. TAXPAYER IDENTIFICATION NUMBER. INNOVATIVE will provide LIBRARY with a Taxpayer Identification Number.

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

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

8. CONFLICT OF INTEREST. INNOVATIVE will comply with all conflict of interest laws and regulations including, without limitation, LIBRARY's conflict of interest regulations.

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

10. COMPLIANCE WITH LAW. INNOVATIVE agrees to comply with all federal, state, and local laws applicable to this Agreement.

11. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

12. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. LIBRARY's city manager may execute any such amendment on behalf of LIBRARY.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING THE MONTH OF NOVEMBER AS "MOVEMBER," AN ANNUAL EVENT INVOLVING MEN GROWING MOUSTACHES DURING THE MONTH TO RAISE AWARENESS OF PROSTATE CANCER AND OTHER MALE CANCER AND ASSOCIATED CHARITIES.

The City Council does resolve as follows:

Section 1. The City Council finds and declares that:

- A. Movember is the month formerly known as November, where men and women across the globe join together to raise awareness and funds for men's health. Men grow and women support a moustache for 30 days. The mustaches are a symbol to promote awareness regarding men's health issues and to encourage yearly checkups regarding prostate and testicular cancer.
- B. "Movember" started as an annual charity mustache growing event in Australia in 2004. Adam Garone is the co-founder and chief executive of the Movember Foundation. He and Luke Slattery from Melbourne were having a discussion at the Gypsy Bar on Brunswick Street, Fitzroy when the conversation went to how fashion trends from the 1980's were coming back, except mustaches. They remembered how popular they were and decided to grow their mos. ("mo" is Aussie slang for mustache.) This is when they realized that mustaches would be a great reminder that men should be able to talk openly about men's' health issues, especially prostate cancer as 1 in 6 men will get it in their lifetime. Inspired by a friend's mother who was fundraising for breast cancer, they decided to make the campaign about men's health and prostate cancer. Mr. Garone refers to the mo's as "hairy ribbons" since October is Breast Cancer awareness month symbolized by pink ribbons.
- C. Men who support Movember, called Mo Bros, start by registering at Movember.com. Mo Bros start Movember 1st clean-shaven, then grow and groom their Mo, for the rest of the month, raising money along the way. Women who support Movember, called Mo Sistas, also start by registering at Movember.com. Mo Sistas champion the Mo by registering and supporting the Mo Bros in their life, spreading the important message of men's health, leading a team and organizing events.

- D. The Movember Foundation is the leading global organization committed to changing the face of men's health. The Movember community has raised \$649 million since 2004 and funded over 800 programs in 21 countries. This work is saving and improving the lives of men affected by prostate cancer, testicular cancer and mental health problems.
- E. One of their programs is MOVE, to encourage more activity in our daily lives. This is especially important if you sit more than six hours a day. New research shows that sitting and inactivity are linked to increased risks of heart disease, diabetes, cancer, and depression. Our bodies are designed to move; when we sit for extended periods it causes our bodies to shut down at the metabolic level. When our muscles (especially certain leg muscles) aren't moving, our circulation slows, using less of our blood sugar and burning less fat. Moving on a regular basis can reduce the risk of heart disease, diabetes, and cancer up to 50%.
- F. The Movember Foundation was ranked 72nd out of the top 500 Non-Governmental Organizations worldwide.
- G. The vision of Movember.com is to have an everlasting impact on men's health while having fun in the process. They believe in one team working together and sharing knowledge to reach their shared goals.

Section 2. The City Council further declares:

- A. Awareness and education promotes life saving changes.
- B. The Community is encouraged to participate in the Movember campaign.
- C. The Monterey Park Police Department is participating in Movember and one of its vendors, Spidr Tech, will donate \$100 to charity for each officer who has a moustache at the end of November. The charities selected to benefit from this are the West San Gabriel Valley Boys and Girls Club and the Asian Youth Center, two youth based organizations that serve Monterey Park and the surrounding communities.

Section 3. This Resolution takes effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 15th day of November 2017.

Teresa Real Sebastian, Mayor
Monterey Park, California

ATTEST:

Vincent D. Chang, City Clerk
Monterey Park, California

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 15th day of November, 2017, by the following vote:

Ayes: Council Members:
Noes: Council Members:
Absent: Council Members:
Abstain: Council Members:

Dated this 15th day of November, 2017

Vincent D. Chang, City Clerk
Monterey Park, California