

**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
June 7, 2017
7:00 PM**

MISSION STATEMENT

**The mission of the City of Monterey Park is to provide excellent services
to enhance the quality of life for our entire community.**

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

PUBLIC COMMENTS ON AGENDA ITEMS

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

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

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

CALL TO ORDER **Mayor**

FLAG SALUTE **The Monterey Park Fire Explorers**

ROLL CALL **Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang, Teresa Real Sebastian**

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS. 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

1-A. UPDATE: SR60 ALTERNATIVE - GOLD LINE EASTSIDE PHASE 2 PROJECT

1-B. WATER CONSERVATION UPDATE

[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 JUNE 7, 2017

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

- (1) Approve payment of warrants and adopt a Resolution of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated June 7, 2017 totaling \$534.73 and specifying the funds out of which the same are to be paid; and
- (2) Take such additional, related, action that may be desirable.

2-B. SUCCESSOR AGENCY (SA) MINUTES

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

- (1) Approve the minutes from the regular meeting of May 3, 2017 and the special meeting of May 3, 2017; and
- (2) Take such additional, related, action that may be desirable.

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

[4.] PUBLIC HEARING

4-A. A PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE DRAFT 2017-2018 ANNUAL ACTION PLAN AS REQUIRED BY THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP ACT (HOME) PROGRAMS

It is recommended that the City Council:

- (1) Continue the public hearing to the July 5, 2017 City Council meeting; and
- (2) Take such additional, related, action that may be desirable.

[5.] OLD BUSINESS

5-A. SECOND READING AND ADOPTION: AN ORDINANCE AMENDING SPECIFIC SECTIONS OF TITLE 21 (ZONING REGULATIONS) OF THE MONTEREY PARK MUNICIPAL CODE RELATING TO WIRELESS TELECOMMUNICATION FACILITIES

It is recommended that the City Council consider:

- (1) Waiving the second reading and adopt the proposed ordinance; and
- (2) Take such additional, related, action that may be desirable.

[6.] NEW BUSINESS

6-A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF JUNE 7, 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 June 7, 2017 totaling \$1,062,885.34 specifying the funds out of which the same are to be paid; and
- (2) Take such additional, related, action that may be desirable.

6-B. CITY COUNCIL MINUTES

It is recommended that the City Council:

- (1) Approve the minutes from the regular meeting of May 3, 2017 and the special meeting of May 3, 2017 ; and
- (2) Take such additional, related, action that may be desirable.

6-C. APPROVE THE NOTICE OF A PROPOSITION 218 PUBLIC HEARING FOR SOLID WASTE CUSTOMER RATE CHANGES AND SET A PUBLIC HEARING DATE ON AUGUST 2, 2017

It is recommended that the City Council consider:

- (1) Approving the Proposition 218 Notice of Public Hearing for setting new Solid Waste Customer Rates;
- (2) Setting a Public Hearing Date on August 2, 2017;
- (3) Authorizing the City Manager or designee to execute a contract in a form approved by the City Attorney with Infosend for the printing and mailing of the Proposition 218 Notices through an already approved City vendor, in an amount not to exceed \$35,000; and
- (4) Take such additional, related, action that may be desirable.

6-D. RESOLUTION APPROVING AN AGREEMENT WITH THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY FOR AMORTIZED PAYMENT OF POOLED GENERAL LIABILITY PROGRAM ASSESSMENTS

It is recommended that the City Council considering:

- (1) Adopting the Resolution approving the amortized assessment payment agreement (Attachment 1) with the Independent Cities Risk Management Authority (ICRMA) and authorizing the City Manager to execute the agreement;
- (2) Authorizing the expenditure of \$163,514 in the 2017/18 fiscal year budget;
- (3) Take such additional, related, action that may be desirable.

6-E. AWARD OF CONTRACT TO COMMERCIAL AQUATIC SERVICES FOR THE PURCHASE AND INSTALLATION OF ONE WATER HEATER AT GEORGE ELDER PARK POOL AT A COST OF \$24,000

It is recommended that the City Council consider:

- (1) Awarding a contract for the purchase and installation of one water heater from Commercial Aquatic Services for \$24,000 (+ a 10% contingency of \$2,400) to be funded out of the Community Capital Improvement program, account 0010-801-5002-91749;
- (2) Authorizing the City Manager to execute a standard public works contract, in a form approved by the City Attorney, with Commercial Aquatics Services; and
- (3) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

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

6-F. LABOR COMPLIANCE PROGRAM

It is recommended that the City Council consider:

- (1) Adopting the Resolution that approves the Labor Compliance Program;
- (2) Authorizing the Interim City Manager to submit the Labor Compliance Program to the Department of Industrial Relations (DIR) in a form approved by the City Attorney; and
- (3) Take such additional, related, action that may be desirable.

6-G. WATER DIVISION DISTRIBUTION MAINTENANCE SERVICES CONTRACT

It is recommended that the City Council consider:

- (1) Authorizing the Interim City Manager to execute three year agreements, in a form approved by the City Attorney, with Brkich Construction, Dominguez General Engineering, Inc., Stephen Doreck Equipment Rentals, Inc., and T.E. Roberts, Inc. for distribution maintenance services for the Water Division, not to exceed a combined total of \$150,000; and
- (2) Take such additional, related, action that may be desirable.

6-H. ON-CALL ELECTRICAL MAINTENANCE SERVICES - AUTHORIZATION TO ADVERTISE

It is recommended that the City Council consider:

- (1) Adopting a resolution authorizing staff to advertise for On-call Electrical Maintenance Services; and
- (2) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

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

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

7-A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK URGING ALL ELECTED OFFICIALS OF THE UNITED STATES CONGRESS TO CO-SPONSOR THE CHINESE AMERICAN WORLD WAR II VETERANS CONGRESSIONAL GOLD MEDAL ACT (Requested by Council Member Ing)

It is recommended that the City Council:

- (1) Adopt a Resolution urging all elected officials of the United States Congress to co-sponsor the Chinese American World War II Veterans Congressional Gold Medal Act; and
- (2) Take such additional, related, action that may be desirable.

7-B. CONSIDERATION AND POSSIBLE ACTION TO WRITE A LETTER TO THE AUTHORS OF AND LOCAL LEGISLATORS OPPOSING SENATE BILL 649 WHICH RELATES TO SMALL WIRELESS FACILITIES

7-C. CONSIDERATION AND POSSIBLE ACTION TO AMEND SECTION 2.82.50 OF THE MUNICIPAL CODE REGARDING TERMS OF OFFICE (COMMISSION APPOINTMENT) (Requested by Council Member Ing)

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

ADJOURN

ORAL AND WRITTEN COMMUNICATIONS

PRESENTATION



City Council Staff Report

DATE: June 7, 2017

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

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, CPFO, Controller
SUBJECT: Warrant Register for Successor Agency to the Former Community
Redevelopment Agency of
June 7, 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 **June 7, 2017 totaling \$534.73** 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 **342-343**.

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 **\$534.73.**

Respectfully submitted:



Annie Yaung, CPFO
Controller

Approved By:



Ron Bow
Interim City Manager

Attachments 1: Resolution
Attachments 2: Warrant Register

ATTACHMENT 1

Resolution

RESOLUTION NO. SA-_____

**A RESOLUTION OF THE
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)
ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED
7TH DAY OF JUNE 2017
TOTALING \$534.73 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	\$ 534.73
Total	<u>\$ 534.73</u>

PASSED, APPROVED AND ADOPTED THE 7TH DAY OF JUNE 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 7th of June 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 06/07/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0860-801-1203-32050	19.73	INTERNET/PHONE SERVICE		342	19.73
TOTAL FOR PREPAID WARRANTS						19.73
	PRINTED	19.73				
	E-PAYABLE	0.00				

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 06/07/2017

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HENSLEY LAW GROUP	0860-801-1203-31600	175.00	LEGAL-SA		343	
	0860-801-1203-31600	340.00	LEGAL-SA		343	
						515.00
	TOTAL FOR REGULAR WARRANTS					515.00
	PRINTED	515.00				
	E-PAYABLE	0.00				

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 06/07/2017

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TOTAL FOR PREPAID WARRANTS	19.73
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	515.00
TOTAL FOR PRINTED E-PAYABLES	0.00
TOTAL WARRANTS	534.73
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	1
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	1
TOTAL E-PAYABLES PRINTED	0
TOTAL CHECKS ISSUED	2

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 06/07/2017
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	19.73	515.00	534.73
	TOTAL	19.73	515.00	534.73



City Council Staff Report

DATE: June 7, 2017

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

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: Successor Agency (SA) Minutes

RECOMMENDATION:

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

- (1) Approve the minutes from the regular meeting of May 3, 2017 and the special meeting of May 3, 2017; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

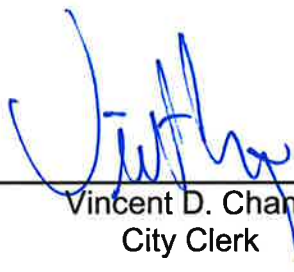
None.

FISCAL IMPACT:

None.

Respectfully submitted,

Prepared by:



Vincent D. Chang
City Clerk

Timothy Huynh
Minutes Clerk

Approved By:



Ron Bow
Interim City Manager

Attachments: May 3, 2017 special meeting minutes
May 3, 2017 regular meeting minutes

ATTACHMENT 1

Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
MAY 3, 2017**

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, May 3, 2017 at 6:00 p.m.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 6:00 p.m.

ROLL CALL:

Interim City Manager Bow called the roll:

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

Council Members Absent: None

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

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL & WRITTEN COMMUNICATIONS

None.

NEW BUSINESS

None.

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

**1. PUBLIC EMPLOYEE APPOINTMENT / PUBLIC EMPLOYMENT – GOVERNMENT
CODE § 54957**

Title: City Manager

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 6:41 p.m.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance
the quality of life for our entire community

Action Taken: City Attorney Mark Hensley reported out of closed session that direction was given to proceed with the City Manager recruitment.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
MAY 3, 2017**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, May 3, 2017 at 7:00 p.m.

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

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 7:02 p.m.

FLAG SALUTE:

The Monterey Park Fire Explorers led the flag salute.

ROLL CALL:

City Clerk Vincent Chang called the roll:

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

Council Members Absent: None

ALSO PRESENT: Interim City Manager Ron Bow, City Treasurer Joseph Leon, City Attorney Mark Hensley, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Human Resources and Risk Management Tom Cody, Director of Community & Economic Development Michael Huntley, Controller Annie Yaung, Interim Director of Recreation & Community Services Robert Aguirre, Interim Public Works Manager Niles Boyer, Water Utility Manager Frank Heldman, Assistant City Engineer Rey Alfonso, Principal Management Analyst Bonnie Tam, Parks Superintendent Chris Reyes, Deputy City Clerk Cindy Trang

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

Interim City Manager Bow reported Item Nos. 6G and 6H will be continued to the May 17, 2017 regular City Council meeting and heard Agenda Item No. 7B after Oral and Written Communications.

City Attorney Hensley reported out of the closed session that direction was given to proceed with the City Manager recruitment.

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

ORAL AND WRITTEN COMMUNICATIONS

- Nancy Arcuri, a resident of Monterey Park, spoke regarding Ordinance 1934 and the Recreation and Parks Commission.
- Sarkis Antonian, resident of Monterey Park, spoke regarding school districts and bonds.
- James Bradshaw, resident of Monterey Park, spoke regarding upcoming developments in his neighborhood.
- R. Sheldon Hess, a resident of Monterey Park, spoke regarding assistance and entertainment for the homeless.
- Troy Grant, representative for the Monterey Park Police Officers Association, expressed his gratitude in regards to the recent negotiations between the City and the Police Officers Association.
- Larry Sullivan, resident of Monterey Park, spoke regarding the Lions Breakfast on Saturday, May 6, 2017.
- Carol Sullivan, representative of the Library Foundation, spoke regarding the upcoming Library Gala.
- Joseph Leon, City of Monterey Park Treasurer, spoke regarding different investment opportunities.
- Alejandra Carrillo and Huiyu Chen, students of Schurr High School, informed and invited all residents to upcoming events at Schurr High School.
- Jesus Ortiz and Victoria Chavez, residents of Monterey Park, invited all residents to the Cinco De Mayo event on May 7, 2017.
- Randall Avila and Paul Lee, Chairman of the Recreation and Parks Commission, spoke regarding the Monterey Park Youth Leadership Academy (MPYLA).
- Kassandra Vera, representative for MPYLA, spoke regarding ways to improve the community.
- Ulona Iglesias, representative for MPYLA, spoke regarding ways to improve the community.
- Liam Iglesias, representative for MPYLA, spoke regarding ways to improve the community.

- Annie Wu, representative for MPYLA, spoke regarding ways to improve the community.
- Colette Han, representative for MPYLA, spoke regarding ways to improve the community.

1. PRESENTATIONS

1A. PRESENTATION OF MUNICIPAL CLERKS WEEK PROCLAMATION

The City Council presented a proclamation to the City Clerk's Office for Municipal Clerks Week.

Action Taken: Discussion only. No action taken.

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

NEW BUSINESS

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF MAY 3, 2017

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 341-341.

Action Taken: The City Council, acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, approved Item Nos. 2A-2B. The City Council approved payments of warrants and adopted Resolution No. SA-136 of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated May 3, 2017 totaling \$19.67 and specifying the funds of which the same are to be paid.

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

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

Resolution No. SA-136, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED THE 3RD DAY OF MAY 2017 TOTALING \$19.67 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2B. SUCCESSOR AGENCY (SA) MINUTES

Approve the minutes from the regular meeting of April 5, 2017 and the special meetings of April 5, 2017.

Action Taken: The City Council, acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, approved the minutes from the regular meeting of April 5, 2017 and the special meeting of April 5, 2017. Motion taken with Item No. 2A.

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



City Council Staff Report

DATE: June 7, 2017

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

TO: The Honorable Mayor and City Council
FROM: Michael Huntley, Director of Community & Economic Development 
SUBJECT: A public hearing to consider the adoption of the draft 2017-2018 Annual Action Plan as required by the Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) programs

RECOMMENDATION:

It is recommended that the City Council:

- 1) Continue the Item to the July 5, 2017 City Council meeting; and
- 2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City has drafted the 2017-2018 Annual Action Plan which is ready for consideration by the City Council. However, the U.S. Department of Housing and Urban Development has not provided the final allocation of Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) funds. Since the adoption of the Annual Action Plan requires a noticed public hearing, staff is requesting that this item be continued a second time to the July 5, 2017 City Council meeting. This item was initially continued to the June 7, 2017 meeting.



City Council Staff Report

DATE: June 7, 2017

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

TO: Honorable Mayor and Members of the City Council

FROM: Michael Huntley, Director of Community and Economic Development

SUBJECT: Second Reading and Adoption: An ordinance amending specific sections of Title 21 (zoning regulations) of the Monterey Park Municipal Code relating to Wireless Telecommunication Facilities.

RECOMMENDATION:

It is recommended that the City Council:

- (1) Waive the second reading and adopt the proposed ordinance; and
- (2) Take such additional, related, action that may be desirable.

SUMMARY:

On May 17, 2017, the City Council introduced and waived the first reading of an ordinances amending Title 21 of the Monterey Park Municipal Code ("MPMC"). The staff report from that meeting is attached for reference.

Second reading and adoption of this ordinance is recommended; the ordinance will become effective 30 days after adoption.

Respectfully submitted by,

By:

A blue ink signature of Michael Huntley, written over a horizontal line.

Michael Huntley
Director of Community and
Economic Development

Approved:

A blue ink signature of Ron Bow, written over a horizontal line.

Ron Bow
Interim City Manager

Reviewed:

A blue ink signature of Karl H. Berger, written over a horizontal line.

Karl H. Berger
Assistant City Attorney

Attachments:

Attachment 1: Draft Ordinance

Attachment 2: May 17, 2017 City Council Staff Report

ATTACHMENT 1

Draft Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE
CHAPTER 21.34 REGULATING WIRELESS TELECOMMUNICATIONS
FACILITIES WITHIN THE CITY OF MONTEREY PARK**

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

SECTION 1: *Findings.* The City Council finds and determines as follows:

- A. That the proposed amendments are consistent with the goals, policies and objectives of the General Plan because it is a goal of the Land Use Element of the General Plan to maintain the quality and character of Monterey Park's commercial districts. The proposed code amendments are minor changes intended to ensure that the wireless telecommunication facilities regulations are consistent with federal and state laws. The proposed code amendment is intended to clarify existing definitions and code provisions relative to wireless telecommunication facilities;
- B. That the proposed amendments will not adversely affect surrounding properties because the proposed amendments encourages collocations and wireless facilities that blend with the existing surroundings and not adversely impact the environment, properties and other local values; and
- C. That the proposed amendments promote public health, safety and general welfare and serves the goals and purposes of the Zoning regulations because the proposed amendments serve to accommodate new wireless technologies and continued improvements to existing wireless communications facilities while minimizing any visual, structural, and safety impacts.

SECTION 2: A new § 21.34.015 is added to the Monterey Municipal Code ("MPMC") to read as follows:

"21.34.015 Definitions.

Unless otherwise specifically defined within this chapter, the defined terms in 47 U.S.C. § 1455, 47 CFR § 1.40001, and Government Code § 65964.1, and any amendments to such sections, are used in this chapter."

SECTION 3: MPMC § 21.34.020 is amended to read as follows:

"21.34.020 Wireless Telecommunications Facilities on Private Property.

(A) No person may erect, construct, install, operate, or maintain any Wireless Telecommunications Facility in, on, under, over or above private

property (including public property not in the public right-of-way), except as authorized pursuant to this code.

(B) A Wireless Telecommunications Facility permit is required for any Wireless Telecommunications Facility. Consideration of a Wireless Telecommunications Facility permit application will be conducted by the City Planner or the Planning Commission. Wireless Telecommunications Facility permit applications will be processed based upon, and the review authority for the application based upon, the ~~classification of Antennas~~ **Classes defined in Chapter 21.04 of this code**. Although classifications are assigned at the time of submission of the application, a re-evaluation of Antenna classifications may occur at any point in the application review process, including at the time of review by the City Planner, Planning Commission or City Council.

(1) Residential Zones: Class 1, Class 4, Class 5, Class 6 and Class 7 Antennas, **as defined by Chapter 21.04 of this code**, must be presented to the ~~Planning Commission~~ **City Council**. Class 3 Antennas, as defined, may be presented to the City Planner.

(2) Non-Residential Zones: Class 1, Class 3, and Class 4 Antennas, **as defined by Chapter 21.04 of this code**, may be presented to the City Planner. Class 5, Class 6 and Class 7 Antennas, as defined, must be presented to the Planning Commission.

(3) Class 2 Antennas (Co-Located Antennas), **as defined by Chapter 21.04 of this code**, ~~must be presented to the same body that initially reviewed the underlying base Wireless Telecommunications Facility upon which the Co-Location is proposed. Co-Located facilities are deemed a permitted use if the underlying base facility was subject to a discretionary permit and was subject to either an EIR, mitigated negative declaration or a Negative Declaration pursuant to California Government Code Section 65850.6.~~ **that qualify as an eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station as described by 47 U.S.C. § 1455 must be presented to the City Planner. However, those Class 2 Antennas that do not meet the requirements of either 47 U.S.C. § 1455 or Government Code § 65850.6 must be presented to the Planning Commission.** Such Co-Located facilities require a Wireless Telecommunications Facilities permit, with modified review pursuant to this chapter.

(4) All Antenna applications requesting heights exceeding the height limitation of the requested zone must be presented to the Planning Commission.

(5) Antennas other than Classes 1 through 7 must be submitted to the Planning Commission and must obtain a Variance.

(C) The ~~Community Development Director~~ **City Planner** may approve a permit for placement of a Temporary Emergency Use Antenna. The permit must contain conditions for removal of the Temporary Emergency Use Antenna as soon as possible after the conclusion of the emergency.

(D) For Wireless Telecommunications Facilities applications subject to review by the City Planner, a Wireless Telecommunications Facility permit may be granted pursuant to the procedure provided in Section 21.32.080, so long as all application requirements have been fulfilled and all of the findings required by this chapter have been made.

(E) The review authority will consider all competent evidence presented for and against the Wireless Telecommunications Facility application. The standards required by this chapter will be imposed as conditions of approval for all Wireless Telecommunications Facility permits granted by the review authority. Further conditions of approval of Wireless Telecommunications Facility permits may be imposed as are necessary to minimize environmental, aesthetic, and public safety impacts. The review authority must make findings of fact and determinations in writing. A copy of the findings of fact and determinations must be mailed to the applicant, and any persons expressing an interest in the application who submitted their correct mailing addresses. A decision of the ~~review authority~~ **City Planner** will become final fifteen (15) days following the date of the decision, unless an appeal to the Planning Commission or the City Council is filed as provided in Chapter 21.32 Permit Procedures. **Any decision of the City Council is final.**

(F) Except for Class 2 Co-Located facilities on which the base facility meets the requirements of California Government Code Section 65850.6, and Class 3 Temporary Antenna Facilities, prior to the issuance of a Wireless Telecommunications Facility permit, the review authority must make all of the following findings:

- (1) To the maximum extent reasonably feasible, the proposed Wireless Telecommunications Facility has been designed to achieve compatibility with the community;
- (2) Alternative configurations will not increase community compatibility or are not reasonably feasible;
- (3) Alternative locations on the site will not increase community compatibility or are not reasonably feasible;
- (4) The location of the Wireless Telecommunications Facility on alternative sites will not increase community compatibility or is not reasonably feasible;
- (5) The facility is necessary to close a significant gap in coverage;
- (6) The applicant has submitted a statement of its willingness to allow other carriers to Co-Locate on the proposed Wireless Telecommunications

Facility wherever technically and economically feasible and where Co-Location would not harm community compatibility;

(7) Noise generated by the facility will be in compliance with Chapter 9.53; and

(8) The facility complies with all of the requirements of State and federal laws, regulations and orders.

(G) If the application is denied by the review authority, the review authority must issue a written denial to the applicant containing an explanation of reason(s) for such denial which cites to substantial evidence contained in the written record of the hearing or administrative record.

(H) Requests for Wireless Telecommunications Facilities permits must be made on forms prescribed by the City Planner and submitted to the Community **and Economic** Development Department. The City Planner may amend application requirements from time to time, as necessary to comply with applicable laws and regulations, or to otherwise ensure the provision of information necessary and useful to the evaluation of Wireless Telecommunications Facility permit applications. In addition to the application submittal requirements for permits set forth in this chapter, the supplemental information listed below is also required at the time a Wireless Telecommunications Facility permit application is submitted to the Community **and Economic** Development Department.

(1) Applications for all proposed locations must include:

(a) An accurate map, compatible with the City's latest version of GIS mapping software, indicating the proposed site and detailing existing Wireless Telecommunications Facility locations owned and operated by the applicant within the City on the date of application submittal.

(b) An engineering certification demonstrating planned compliance with all existing federal radio frequency emissions standards, and providing technical data sufficient to justify the proposed height of the proposed Wireless Telecommunication Facility.

(c) An alternative configuration analysis, as deemed necessary by the City Planner, assessing the feasibility of alternative Wireless Telecommunications Facility construction configurations, both at the proposed site and in the surrounding vicinity, which would result in a more visually compatible Antenna(s). This analysis must include an explanation of why other Wireless Telecommunications Facility construction configurations were not selected by the applicant.

(d) A projection of the applicant's anticipated future Wireless Telecommunications Facility siting needs within the City, which information may be used by the City as part of a master planning effort designed to ensure a more planned, integrated and organized approach to Wireless Telecommunications Facility siting.

(e) An identification of the geographic service area for the subject installation, including a map showing all of the applicant's existing sites in the local Service Network associated with the coverage gap the Wireless Telecommunications Facility is meant to close, and describing how the coverage gap will be filled by the proposed installation.

(f) An accurate visual impact analysis showing the maximum silhouette, viewshed analysis, color and finish palette and proposed screening for the Wireless Telecommunications Facility. The analysis must include photo simulations and other information as necessary to determine the visual impact of the Wireless Telecommunications Facility. A map depicting where the photos were taken must be included. The analysis must include a written description of efforts to blend the Wireless Telecommunications Facility with the surrounding area.

(g) The height and diameter of the facility, together with evidence that demonstrates that the proposed Wireless Telecommunications Facility has been designed to the minimum height and diameter required from a technological standpoint for the proposed site. If the facility will exceed the maximum permitted height limit, a discussion of the physical constraints (topographical features, etc.) making the additional height necessary must be provided.

(h) A description of the maintenance and monitoring program for the Wireless Telecommunications Facility and associated landscaping.

(i) A written statement of the applicant's willingness to allow other carriers to Co-Locate on the proposed Wireless Telecommunications Facility wherever technically and economically feasible and aesthetically desirable.

(j) A written description of any good faith efforts to Co-Locate the proposed Wireless Telecommunications Facility on another site or building, including a GIS compatible map of the sites and engineering information or letters from the owners of the site describing why Co-Location would not be feasible.

(k) An alternative site analysis, assessing the feasibility of alternative sites, including the potential for Co-Location, in the vicinity of the proposed site, as deemed necessary by the City Planner. Said alternative site analysis must specifically include an evaluation of the availability and feasibility of potential alternative sites located outside a Residential Zone. The alternative site analysis must include a map that shows other potential stand alone locations for the proposed Wireless Telecommunications Facility that have been explored, and must describe why the proposed location is superior to other potential locations. Factors that must be considered in the alternative site analysis include, without restriction, cost, visual benefits and detriments of alternative sites, and proximity to dwellings.

(l) A written description of all Accessory Wireless Equipment for the Wireless Telecommunications Facility, including a description of the function of the accessory equipment and the need to locate the accessory equipment on or near the Wireless Telecommunications Facility.

(m) A written description of any requested exceptions to the standards set forth in this chapter, and the reasons for the request.

(n) Noise/acoustical information derived from the manufacturer's specifications for all equipment such as air conditioning units and back-up generators, and a depiction of the equipment location in relation to adjoining properties.

(o) A conceptual landscape plan as determined necessary by the City Planner. The plan must show all existing trees and all proposed landscaping, concealment, screening and proposed irrigation with a discussion of how the chosen material at maturity will screen the site as determined by the City Planner.

(p) The City Planner may require additional information related to topography, including slopes, contours and proposed grading.

(q) Any other information determined necessary by the City Planner may be required through the City's Wireless Telecommunications Facility permit application form.

(2) Applications requiring Planning Commission review must also include certified public notice mailing labels for all owners of real property as shown on the latest equalized assessment roll within a five hundred (500) foot radius of the exterior boundaries of the real property that is the subject of the hearing, except that if such property is owned by the applicant, the owners of contiguous real property to that owned by the applicant must also be given notice, as well as any parties who have requested notice of applications for the installation of such facilities, and such additional persons or parties as the City may determine appropriate based on the specific location and character of the proposed Wireless Telecommunications Facility. A notification, three feet in height and four feet in width, must also be posted by the applicant for thirty (30) days at the site where the Wireless Telecommunications Facility is proposed for installation and notice must be mailed to all required property owners and parties at least thirty (30) days before the hearing. A property ownership map keyed to the mailing labels must be included. If additional mailed notice is required, it is the responsibility of the applicant to provide certified public notice mailing labels for all owners of real property as shown on the latest equalized assessment roll within an area determined by the ~~Community Development Director~~ City Planner to be directly affected by the request and to provide a property ownership map keyed to the mailing labels.

(3) All notices must provide a brief description of the proposed Wireless Telecommunications Facility, a map indicating the proposed installation site, information describing the Wireless Telecommunications Facility permit review process, and the name and telephone number of a person who will be available during business hours to respond to questions from the public. During the notification period, interested persons may contact the Community and Economic Development Department to review the proposed location of the facility and express any comments or concerns related to the application.

(I) If the City Planner determines the need to hire an independent, qualified consultant to evaluate technical and other aspects of the application, the applicant must provide the City with written authorization for the hiring. The authorization must include a written agreement by the applicant to advance or promptly reimburse the City for all reasonable costs associated with the consultation. In the alternative, the City Planner may require the applicant to submit a cash deposit for the estimated cost of such consultation, and to replenish the deposit if consumed by reasonable costs associated with the consultation. The consultation is intended to be a site-specific review of technical aspects of the proposed Wireless Telecommunications Facility and may address any or all of those aspects, not limited to the following:

- (1) Compliance with applicable Radio Frequency emission standards;
- (2) Height analysis;
- (3) Configuration;
- (4) The appropriateness of granting any requested exceptions;
- (5) The accuracy and completeness of submissions;
- (6) The applicability of analysis techniques and methodologies;
- (7) The validity of conclusions reached;
- (8) Any specific technical issues designated by the city.

(J) If a permittee proposes any modifications to any Wireless Telecommunications Facility permit after the permit is granted, the permittee must submit an application to the Community and Economic Development Department for consideration by the approval body specified in this chapter. The City and the approval body may not accept or process a modification application until the permittee first (i) demonstrates the existing Wireless Telecommunications Facility's compliance with all applicable local requirements; and (ii) certifies that the existing Wireless Telecommunications Facility complies with all applicable State, and federal requirements.

(K) The City Planner must approve any request for a modification of a Wireless Telecommunications Facility submitted pursuant to subsection (J) if it does not substantially change the physical dimensions of the

existing Wireless Telecommunications Facility, does not increase the height or bulk of the Wireless Telecommunications Facility or Accessory Wireless Equipment, and does not change the location of such equipment or facilities.

(L) Unless otherwise required by California Government Code section 65964(b), and as that section may be hereafter amended, a Wireless Telecommunications Facility permit may not have a duration longer than ten (10) years.

(M) In addition to any other permit fees required by this code, each applicant must pay a nonrefundable Wireless Telecommunication Facility application processing fee, in an amount set by resolution of City Council, to defray the City's direct and indirect costs for review of the application. An annual nonrefundable renewal fee will also be charged to defray associated costs of investigation, inspection and enforcement.

(N) Any Wireless Telecommunications Facility that is lawfully constructed, erected, or approved prior to the effective date of the ordinance adopting this section, in compliance with all applicable laws, and which facility conforms to the requirements of this chapter, will be accepted and allowed as a legal nonconforming use. Such facilities must comply at all times with the laws, ordinances, and regulations in effect at the time the application for the facility was deemed complete, and any applicable federal and State laws as they may be amended or enacted, and must at all times comply with any conditions of approval. Any legal nonconforming facility that fails to comply with applicable laws, ordinances, regulations, or the conditions of approval; increases or expands the use of the Wireless Telecommunications Facility; or ceases use of the Wireless Telecommunications Facility for more than ninety (90) days will become an illegal nonconforming Wireless Telecommunications Facility and will be subject removal as set forth in this code.

(O) Application Review.

(1) The timeframe for the City's review of an application begins to run when the application is submitted, but is tolled if the City finds the application incomplete and timely requests the applicant submit additional information to complete the application. The City must make such requests within 30 days of the initial submission of the application. After the applicant submits the additional information, the City must notify the applicant within 10 days of this submission if the additional information failed to complete the application, and the City's timeframe for review is tolled until the additional information is submitted.

(2) The time limits for processing Wireless Telecommunications Applications must comply with federal and state laws including,

without limitation, 47 U.S.C. § 1455, 47 CFR § 1.40001 and Government Code § 69564.1. A City Council resolution memorializing the processing time periods set forth in applicable law may be adopted to ensure timely compliance.

(3) If the City denies a wireless telecommunication facility application, the City will notify the applicant of the denial in writing of the reasons for the denial."

SECTION 4: Environmental Review. The City Council finds that this ordinance does not have the potential to cause significant effects on the environment and, therefore, the project is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. § 15061(b)(3). The ordinance amends the Monterey Park Municipal Code to codify existing state and federal regulations relating to the processing of applications for wireless telecommunications facilities in the City. The ordinance does not portend any development or changes to the physical environment. Following an evaluation of possible adverse impacts, it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment. In addition to the foregoing general exemption, the following categorical exemptions apply: 14 Cal. Code Regs. § 15307 (actions taken for protection of natural resources) and § 15308 (actions taken for protection of the environment).

SECTION 5: 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 6: Enforceability. Repeal of any provision of the Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 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 Municipal Code or other city ordinance by this Ordinance will be rendered void and cause such previous Municipal Code provision or other the city 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.

SIGNED AND APPROVED this ____ day of _____, 2017.

Teresa Real Sebastian, Mayor

ATTEST:

Vincent D. Chang, City Clerk

I HEREBY CERTIFY that the above and foregoing ordinance was duly passed and adopted by the Monterey Park City Council at its regular meeting held on the ____th day of _____, 2016, by the following vote, to wit:

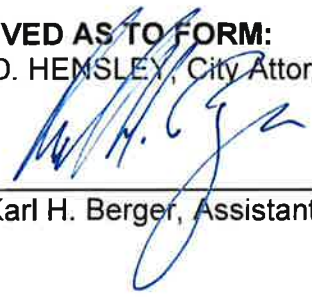
AYES;
NOES;
ABSENT:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

MARK D. HEMSLEY, City Attorney

By:



Karl H. Berger, Assistant City Attorney

ATTACHMENT 2
May 17, 2017 City Council Staff Report



City Council Staff Report

DATE: May 17, 2017

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

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Adopt an ordinance amending specific sections of Title 21 (zoning regulations) of the Monterey Park Municipal Code relating to Wireless Telecommunication Facilities.

RECOMMENDATION:

It is recommended that the City Council:

- (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 June 7, 2017; and
- (5) Take such additional, related, action that may be desirable.

ENVIRONMENTAL:

The proposed ordinances is exempt from further environmental review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) because the ordinances being recommended by the resolutions constitute only minor revisions and clarifications to existing regulations and specification of procedures related thereto; and consists of actions taken to assure the maintenance, protection and enhancement of the environment. The resolutions and ordinances, therefore, do not have the potential to cause significant effects on the environment. Consequently, they are categorically exempt from further CEQA review under 14 California Code Regulations §§ 15301, 15305, and 15308.

EXECUTIVE SUMMARY:

This amendment was considered by the City Council at its October 5, 2016 meeting. A copy of the October 5th staff report is included for reference; its analysis continues to be applicable to the City Council's current considerations.

At that time, the main issue of discussion was whether the City Council should be primarily responsible (rather than the Planning Commission) for issuing wireless permits. Ultimately, the City Council declined to remove the Planning Commission from the permit process and did not take action to introduce the draft ordinance.

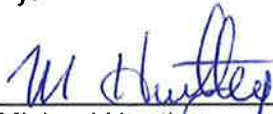
The draft ordinance, however, contains additional regulations that reflect changes in federal and state law regarding wireless telecommunication permits. Accordingly, the draft ordinance is being brought back for City Council consideration; the only change between the October 2016 version and the current version is to restore the Planning Commission's role in issuing wireless facility permits.

An analysis regarding the regulations proposed by the draft ordinance is set forth in the October 5th staff report and incorporated by reference.

FISCAL IMPACT:

There is no identifiable fiscal impact associated with the proposed code amendments.
Respectfully submitted:

By:



Michael Huntley
Director of Community and
Economic Development

Prepared by:



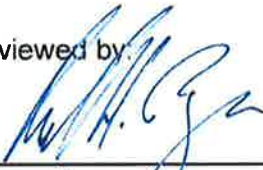
Samantha Tewasart
Senior Planner

Approved by:



Ron Bow
Interim City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

Attachments:

- Attachment 1: Draft Ordinance
- Attachment 2: October 5, 2016 staff report
- Attachment 3: City Council Minutes, October 5, 2016

ATTACHMENT 1

Draft Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE
CHAPTER 21.34 REGULATING WIRELESS TELECOMMUNICATIONS
FACILITIES WITHIN THE CITY OF MONTEREY PARK**

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

SECTION 1: *Findings.* The City Council finds and determines as follows:

- A. That the proposed amendments are consistent with the goals, policies and objectives of the General Plan because it is a goal of the Land Use Element of the General Plan to maintain the quality and character of Monterey Park's commercial districts. The proposed code amendments are minor changes intended to ensure that the wireless telecommunication facilities regulations are consistent with federal and state laws. The proposed code amendment is intended to clarify existing definitions and code provisions relative to wireless telecommunication facilities;
- B. That the proposed amendments will not adversely affect surrounding properties because the proposed amendments encourages collocations and wireless facilities that blend with the existing surroundings and not adversely impact the environment, properties and other local values; and
- C. That the proposed amendments promote public health, safety and general welfare and serves the goals and purposes of the Zoning regulations because the proposed amendments serve to accommodate new wireless technologies and continued improvements to existing wireless communications facilities while minimizing any visual, structural, and safety impacts.

SECTION 2: A new § 21.34.015 is added to the Monterey Municipal Code ("MPMC") to read as follows:

"21.34.015 Definitions.

Unless otherwise specifically defined within this chapter, the defined terms in 47 U.S.C. § 1455, 47 CFR § 1.400001(b)(5), and Government Code 65964.1, and any amendments to such sections, are used in this chapter."

SECTION 3: MPMC § 1.34.020 is amended to read as follows:

"21.34.020 Wireless Telecommunications Facilities on Private Property.

(A) No person may erect, construct, install, operate, or maintain any Wireless Telecommunications Facility in, on, under, over or above private

property (including public property not in the public right-of-way), except as authorized pursuant to this code.

(B) A Wireless Telecommunications Facility permit is required for any Wireless Telecommunications Facility. Consideration of a Wireless Telecommunications Facility permit application will be conducted by the City Planner or the Planning Commission. Wireless Telecommunications Facility permit applications will be processed based upon, and the review authority for the application based upon, the ~~classification of Antennas~~ **Classes defined in Chapter 21.04 of this code**. Although classifications are assigned at the time of submission of the application, a re-evaluation of Antenna classifications may occur at any point in the application review process, including at the time of review by the City Planner, ~~Planning Commission~~ or City Council.

(1) Residential Zones: Class 1, Class 4, Class 5, Class 6 and Class 7 Antennas, **as defined by Chapter 21.04 of this code**, must be presented to the Planning Commission. Class 3 Antennas, as defined, may be presented to the City Planner.

(2) Non-Residential Zones: Class 1, Class 3, and Class 4 Antennas, **as defined by Chapter 21.04 of this code**, may be presented to the City Planner. Class 5, Class 6 and Class 7 Antennas, as defined, must be presented to the Planning Commission.

(3) Class 2 Antennas (Co-Located Antennas), **as defined by Chapter 21.04 of this code**, ~~must be presented to the same body that initially reviewed the underlying base Wireless Telecommunications Facility upon which the Co-Location is proposed. Co-Located facilities are deemed a permitted use if the underlying base facility was subject to a discretionary permit and was subject to either an EIR, mitigated negative declaration or a Negative Declaration~~ **they meet all of the requirements established by pursuant to California Government Code Section 65850.6 and, as such, may be presented to the City Planner for approval. However, those Class 2 Antennas that do not meet the requirements of Government Code Section 65850.6 must be presented to the City Council.** Such Co-Located facilities require a Wireless Telecommunications Facilities permit, with modified review pursuant to this chapter.

(4) All Antenna applications requesting heights exceeding the height limitation of the requested zone must be presented to the Planning Commission.

(5) Antennas other than Classes 1 through 7 must be submitted to the Planning Commission and must obtain a Variance.

(C) ~~The Community Development Director~~ **City Planner** may approve a permit for placement of a Temporary Emergency Use Antenna. The permit

must contain conditions for removal of the Temporary Emergency Use Antenna as soon as possible after the conclusion of the emergency.

(D) For Wireless Telecommunications Facilities applications subject to review by the City Planner, a Wireless Telecommunications Facility permit may be granted pursuant to the procedure provided in Section 21.32.080, so long as all application requirements have been fulfilled and all of the findings required by this chapter have been made.

(E) The review authority will consider all competent evidence presented for and against the Wireless Telecommunications Facility application. The standards required by this chapter will be imposed as conditions of approval for all Wireless Telecommunications Facility permits granted by the review authority. Further conditions of approval of Wireless Telecommunications Facility permits may be imposed as are necessary to minimize environmental, aesthetic, and public safety impacts. The review authority must make findings of fact and determinations in writing. A copy of the findings of fact and determinations must be mailed to the applicant, and any persons expressing an interest in the application who submitted their correct mailing addresses. A decision of the ~~review authority~~**City Planner** will become final fifteen (15) days following the date of the decision, unless an appeal to the Planning Commission or the City Council is filed as provided in Chapter 21.32 Permit Procedures. **Any decision of the City Council is final.**

(F) Except for Class 2 Co-Located facilities on which the base facility meets the requirements of California Government Code Section 65850.6, and Class 3 Temporary Antenna Facilities, prior to the issuance of a Wireless Telecommunications Facility permit, the review authority must make all of the following findings:

- (1) To the maximum extent reasonably feasible, the proposed Wireless Telecommunications Facility has been designed to achieve compatibility with the community;
- (2) Alternative configurations will not increase community compatibility or are not reasonably feasible;
- (3) Alternative locations on the site will not increase community compatibility or are not reasonably feasible;
- (4) The location of the Wireless Telecommunications Facility on alternative sites will not increase community compatibility or is not reasonably feasible;
- (5) The facility is necessary to close a significant gap in coverage;
- (6) The applicant has submitted a statement of its willingness to allow other carriers to Co-Locate on the proposed Wireless Telecommunications Facility wherever technically and economically feasible and where Co-Location would not harm community compatibility;

(7) Noise generated by the facility will be in compliance with Chapter 9.53; and

(8) The facility complies with all of the requirements of State and federal laws, regulations and orders.

(G) If the application is denied by the review authority, the review authority must issue a written denial to the applicant containing an explanation of reason(s) for such denial which cites to substantial evidence contained in the written record of the hearing or administrative record.

(H) Requests for Wireless Telecommunications Facilities permits must be made on forms prescribed by the City Planner and submitted to the Community and Economic Development Department. The City Planner may amend application requirements from time to time, as necessary to comply with applicable laws and regulations, or to otherwise ensure the provision of information necessary and useful to the evaluation of Wireless Telecommunications Facility permit applications. In addition to the application submittal requirements for permits set forth in this chapter, the supplemental information listed below is also required at the time a Wireless Telecommunications Facility permit application is submitted to the Community and Economic Development Department.

(1) Applications for all proposed locations must include:

(a) An accurate map, compatible with the City's latest version of GIS mapping software, indicating the proposed site and detailing existing Wireless Telecommunications Facility locations owned and operated by the applicant within the City on the date of application submittal.

(b) An engineering certification demonstrating planned compliance with all existing federal radio frequency emissions standards, and providing technical data sufficient to justify the proposed height of the proposed Wireless Telecommunication Facility.

(c) An alternative configuration analysis, as deemed necessary by the City Planner, assessing the feasibility of alternative Wireless Telecommunications Facility construction configurations, both at the proposed site and in the surrounding vicinity, which would result in a more visually compatible Antenna(s). This analysis must include an explanation of why other Wireless Telecommunications Facility construction configurations were not selected by the applicant.

(d) A projection of the applicant's anticipated future Wireless Telecommunications Facility siting needs within the City, which information may be used by the City as part of a master planning effort designed to ensure a more planned, integrated and organized approach to Wireless Telecommunications Facility siting.

(e) An identification of the geographic service area for the subject installation, including a map showing all of the applicant's existing sites in the local Service Network associated with the coverage gap the Wireless

Telecommunications Facility is meant to close, and describing how the coverage gap will be filled by the proposed installation.

(f) An accurate visual impact analysis showing the maximum silhouette, viewshed analysis, color and finish palette and proposed screening for the Wireless Telecommunications Facility. The analysis must include photo simulations and other information as necessary to determine the visual impact of the Wireless Telecommunications Facility. A map depicting where the photos were taken must be included. The analysis must include a written description of efforts to blend the Wireless Telecommunications Facility with the surrounding area.

(g) The height and diameter of the facility, together with evidence that demonstrates that the proposed Wireless Telecommunications Facility has been designed to the minimum height and diameter required from a technological standpoint for the proposed site. If the facility will exceed the maximum permitted height limit, a discussion of the physical constraints (topographical features, etc.) making the additional height necessary must be provided.

(h) A description of the maintenance and monitoring program for the Wireless Telecommunications Facility and associated landscaping.

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(j) A written description of any good faith efforts to Co-Locate the proposed Wireless Telecommunications Facility on another site or building, including a GIS compatible map of the sites and engineering information or letters from the owners of the site describing why Co-Location would not be feasible.

(k) An alternative site analysis, assessing the feasibility of alternative sites, including the potential for Co-Location, in the vicinity of the proposed site, as deemed necessary by the City Planner. Said alternative site analysis must specifically include an evaluation of the availability and feasibility of potential alternative sites located outside a Residential Zone. The alternative site analysis must include a map that shows other potential stand alone locations for the proposed Wireless Telecommunications Facility that have been explored, and must describe why the proposed location is superior to other potential locations. Factors that must be considered in the alternative site analysis include, without restriction, cost, visual benefits and detriments of alternative sites, and proximity to dwellings.

(l) A written description of all Accessory Wireless Equipment for the Wireless Telecommunications Facility, including a description of the

function of the accessory equipment and the need to locate the accessory equipment on or near the Wireless Telecommunications Facility.

(m) A written description of any requested exceptions to the standards set forth in this chapter, and the reasons for the request.

(n) Noise/acoustical information derived from the manufacturer's specifications for all equipment such as air conditioning units and back-up generators, and a depiction of the equipment location in relation to adjoining properties.

(o) A conceptual landscape plan as determined necessary by the City Planner. The plan must show all existing trees and all proposed landscaping, concealment, screening and proposed irrigation with a discussion of how the chosen material at maturity will screen the site as determined by the City Planner.

(p) The City Planner may require additional information related to topography, including slopes, contours and proposed grading.

(q) Any other information determined necessary by the City Planner may be required through the City's Wireless Telecommunications Facility permit application form.

(2) Applications requiring Planning Commission review must also include certified public notice mailing labels for all owners of real property as shown on the latest equalized assessment roll within a five hundred (500) foot radius of the exterior boundaries of the real property that is the subject of the hearing, except that if such property is owned by the applicant, the owners of contiguous real property to that owned by the applicant must also be given notice, as well as any parties who have requested notice of applications for the installation of such facilities, and such additional persons or parties as the City may determine appropriate based on the specific location and character of the proposed Wireless Telecommunications Facility. A notification, three feet in height and four feet in width, must also be posted by the applicant for thirty (30) days at the site where the Wireless Telecommunications Facility is proposed for installation and notice must be mailed to all required property owners and parties at least thirty (30) days before the hearing. A property ownership map keyed to the mailing labels must be included. If additional mailed notice is required, it is the responsibility of the applicant to provide certified public notice mailing labels for all owners of real property as shown on the latest equalized assessment roll within an area determined by the ~~Community Development Director~~ **City Planner** to be directly affected by the request and to provide a property ownership map keyed to the mailing labels.

(3) All notices must provide a brief description of the proposed Wireless Telecommunications Facility, a map indicating the proposed installation site, information describing the Wireless Telecommunications Facility

permit review process, and the name and telephone number of a person who will be available during business hours to respond to questions from the public. During the notification period, interested persons may contact the Community and Economic Development Department to review the proposed location of the facility and express any comments or concerns related to the application.

(I) If the City Planner determines the need to hire an independent, qualified consultant to evaluate technical and other aspects of the application, the applicant must provide the City with written authorization for the hiring. The authorization must include a written agreement by the applicant to advance or promptly reimburse the City for all reasonable costs associated with the consultation. In the alternative, the City Planner may require the applicant to submit a cash deposit for the estimated cost of such consultation, and to replenish the deposit if consumed by reasonable costs associated with the consultation. The consultation is intended to be a site-specific review of technical aspects of the proposed Wireless Telecommunications Facility and may address any or all of those aspects, not limited to the following:

- (1) Compliance with applicable Radio Frequency emission standards;
- (2) Height analysis;
- (3) Configuration;
- (4) The appropriateness of granting any requested exceptions;
- (5) The accuracy and completeness of submissions;
- (6) The applicability of analysis techniques and methodologies;
- (7) The validity of conclusions reached;
- (8) Any specific technical issues designated by the city.

(J) If a permittee proposes any modifications to any Wireless Telecommunications Facility permit after the permit is granted, the permittee must submit an application to the Community and Economic Development Department for consideration by the approval body specified in this chapter. The City and the approval body may not accept or process a modification application until the permittee first (i) demonstrates the existing Wireless Telecommunications Facility's compliance with all applicable local requirements; and (ii) certifies that the existing Wireless Telecommunications Facility complies with all applicable State, and federal requirements.

(K) The City Planner must approve any request for a modification of a Wireless Telecommunications Facility submitted pursuant to subsection (J) if it does not substantially change the physical dimensions of the existing Wireless Telecommunications Facility, does not increase the height or bulk of the Wireless Telecommunications Facility or Accessory

Wireless Equipment, and does not change the location of such equipment or facilities.

(L) Unless otherwise required by California Government Code section 65964(b), and as that section may be hereafter amended, a Wireless Telecommunications Facility permit may not have a duration longer than ten (10) years.

(M) In addition to any other permit fees required by this code, each applicant must pay a nonrefundable Wireless Telecommunication Facility application processing fee, in an amount set by resolution of City Council, to defray the City's direct and indirect costs for review of the application. An annual nonrefundable renewal fee will also be charged to defray associated costs of investigation, inspection and enforcement.

(N) Any Wireless Telecommunications Facility that is lawfully constructed, erected, or approved prior to the effective date of the ordinance adopting this section, in compliance with all applicable laws, and which facility conforms to the requirements of this chapter, will be accepted and allowed as a legal nonconforming use. Such facilities must comply at all times with the laws, ordinances, and regulations in effect at the time the application for the facility was deemed complete, and any applicable federal and State laws as they may be amended or enacted, and must at all times comply with any conditions of approval. Any legal nonconforming facility that fails to comply with applicable laws, ordinances, regulations, or the conditions of approval; increases or expands the use of the Wireless Telecommunications Facility; or ceases use of the Wireless Telecommunications Facility for more than ninety (90) days will become an illegal nonconforming Wireless Telecommunications Facility and will be subject removal as set forth in this code.

(O) Application Review.

(1) The timeframe for the City's review of an application begins to run when the application is submitted, but is tolled if the City finds the application incomplete and timely requests the applicant submit additional information to complete the application. The City must make such requests within 30 days of the initial submission of the application. After the applicant submits the additional information, the City will notify the applicant within 10 days of this submission if the additional information failed to complete the application, in which case, the City's timeframe for review remains tolled until the application is deemed complete.

(2) The time limits for processing Wireless Telecommunications Applications must comply with federal and state laws including, without limitation, Section 1455 of Title 47 of the U.S. Code, Section 1.40001(b)(5) of Title 47 of the Code of Federal Regulations, Chapter

1, Subchapter A, Part 1, Subpart CC, and Section 69564.1 of the Government Code. A city council resolution memorializing the processing time periods set forth in applicable law may be adopted to ensure timely compliance

(3) If the City denies a wireless telecommunication facility application, the City will notify the applicant of the denial in writing of the reasons for the denial."

SECTION 4: Environmental Review. The City Council finds that this ordinance does not have the potential to cause significant effects on the environment and, therefore, the project is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. § 15061(b)(3). The ordinance amends the Monterey Park Municipal Code to codify existing state and federal regulations relating to the processing of applications for wireless telecommunications facilities in the City. The ordinance does not portend any development or changes to the physical environment. Following an evaluation of possible adverse impacts, it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment. In addition to the foregoing general exemption, the following categorical exemptions apply: 14 Cal. Code Regs. § 15307 (actions taken for protection of natural resources) and § 15308 (actions taken for protection of the environment).

SECTION 5: 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 6: Enforceability. Repeal of any provision of the Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 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 Municipal Code or other city ordinance by this Ordinance will be rendered void and cause such previous Municipal Code provision or other the city 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.

SIGNED AND APPROVED this ____th day of _____, 2017.

Teresa Real Sebastian, Mayor

ATTEST:

Vincent D. Chang, City Clerk

I HEREBY CERTIFY that the above and foregoing ordinance was duly passed and adopted by the Monterey Park City Council at its regular meeting held on the ____th day of _____, 2016, by the following vote, to wit:

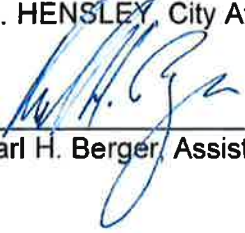
AYES;
NOES;
ABSENT:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

MARK D. HENSLEY, City Attorney

By:



Karl H. Berger, Assistant City Attorney

ATTACHMENT 2

October 5, 2016 staff report



City Council Staff Report

DATE: October 5, 2016

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

TO: Honorable Mayor and Members of the City Council
FROM: Michael A. Huntley, Director of Community and Economic Development
SUBJECT: Consider the proposed code amendments to the Monterey Park Municipal Code (MPMC) relating to Wireless Telecommunication Facilities, Assembly Uses, and Nonconforming Uses.

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 ordinances;
4. Introducing and waiving first reading of three ordinances and schedule a second reading and adoption for October 19, 2016; and
5. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

There are three code amendments being considered by the City Council related to the City's wireless telecommunication facilities, assembly uses and nonconforming uses. Two of the amendments being considered implement changes required by federal and state laws. These amendments are specifically related to the City's wireless telecommunication facilities and assembly use regulations. Additionally, the City Council directed staff to include an amendment that all decisions regarding telecommunications facilities be rendered by the City Council. Lastly, staff has also initiated changes to the City's nonconforming regulations designed to clean up provisions that are not readily understandable or pose concern regarding reasonable use of private property.

These code amendments were considered by the Planning Commission at its September 13, 2016 meeting. The Planning Commission adopted a resolution recommending that the City Council approve the proposed code amendments as identified below.

ANALYSIS:

Chapter 21.04 Definitions and Chapter 21.34 Wireless Telecommunication Facilities

On May 4, 2016, the Council directed staff to prepare a code amendment to modify the Wireless Telecommunication Facility Chapter of the Monterey Park Municipal Code ("MPMC"). Specifically, the Council requested that all wireless telecommunication facility applications that are currently reviewed by the Planning Commission to be considered instead by the City Council. That change is reflected in the table below.

Monterey Park Antenna Classes and Approval Authority
(MPMC Sections 21.04.074, 21.34.010)

	Current Code	Proposed Ordinance
Class 1 Antenna mounted on building, behind screen	<i>Residential zones:</i> Reviewed by Planning Commission	Reviewed by City Council
	<i>Non-residential zones:</i> Reviewed by Planner	No change
Class 2 Collocated on an approved existing wireless telecommunication facility	Reviewed by same body that approved underlying facility	Reviewed by either Planner or City Council, depending on whether use is "by right" or discretionary
Class 3 Temporary antenna	Reviewed by Planner	No change
Class 4 Monopole antenna mounted on an existing light, tower	<i>Residential zones:</i> Reviewed by Planning Commission	Reviewed by City Council
	<i>Non-residential zones:</i> Reviewed by Planner	No change
Class 5 Within cylinder or flagpole	Reviewed by Planning Commission	Reviewed by City Council
Class 6 Partially visible antennas mounted on building	Reviewed by Planning Commission	Reviewed by City Council
Class 7 Antenna inside freestanding structure built to house wireless telecommunication facility	Reviewed by Planning Commission	Reviewed by City Council

In addition, changes in state and federal regulations require amendments to the MPMC. These changes add regulations regarding 'shot clock' requirements and new definitions. This will be discussed more in depth below.

Background regarding Wireless Telecommunication Facilities.

Wireless Telecommunications facilities are regulated by federal, state, and local laws. Federal law significantly restricts the City's ability to regulate wireless telecommunications facilities. Under federal law, a local agency's decision cannot have the effect of prohibiting the provision of wireless service or unreasonably discriminating among wireless service providers. Also, under federal law, the City may not regulate the placement, construction or modification of wireless telecommunications facilities on the basis of the environmental effects of radio frequency (RF) emissions, as long as the facilities comply with the FCC regulations concerning such emissions.

Despite federal limitations, cities historically have retained the ability to regulate aesthetics issues related to telecommunications facilities, including factors such as height and property line setbacks. However, federal law continues to erode that ability.

Since 1990, wireless telecommunication facilities were allowed in Monterey Park subject to a conditional use permit. Between 1990 and 1996, the City granted seven permits. In 1996, the wireless telecommunication industry was growing tremendously due to the consumer demand for wireless communications devices. Proportionately, there was such an increase in the number of wireless telecommunication facility (cell sites) applications that on August 7, 1996, the City Council adopted Urgency Ordinance No. 1911 establishing a moratorium on the granting of approvals and directed staff to develop guidelines or regulations for the review of wireless telecommunication facilities. On November 6, 1996, the City Council approved Resolution No. 10106 establishing guidelines for the review of wireless telecommunication facilities.

Until 2013, the criteria for reviewing and approving wireless telecommunication facilities were merely guidelines. As part of the 2013 Zoning Ordinance Update, Chapter 21.34 Wireless Telecommunications Facilities was established to provide regulations for the wireless telecommunications facilities and to have the City's zoning regulations be in compliance with federal and state laws.

Since 1990, the establishment of a wireless telecommunication facility requires the review and approval of a permit by the Planning Commission. Pursuant to Chapter 21.34, the Planning Commission is the approving authority of certain applications for wireless telecommunication facilities and the Planning Commission's decision on such applications is final unless it is appealed to the City Council. However, per City Council direction, the proposed code amendment being considered by the Planning Commission would amend the Code so that the City Council would review such applications.

Federal and State Laws – 'Shot Clock.'

The proposed Ordinance also acknowledges legal developments relating to the City's deadlines for reviewing wireless telecommunications facilities applications.

Federal law governing wireless telecommunication facilities was adopted in 2012 as part of the 2012 Middle Class Tax Act. This federal legislation includes 112 P.L. 96, Section 6409 (codified at 47 U.S.C. § 1455), which was intended to facilitate the

telecommunication industry's rapid deployment of wireless infrastructure by requiring local government to approve any application that seeks to modify an existing wireless telecommunication facility that does not substantially alter the existing facility.

Section 6409 provides that the City “may not deny, and shall approve any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station.” Section 6409 defines “eligible facilities request” as “any request for modification of an existing wireless tower or base station that involves:

- (a) Collocation of new transmission equipment;
- (b) Removal of transmission equipment; or
- (c) Replacement of transmission equipment.”

If the project falls within the definition of an eligible facilities request, the City must act on it within 60 days from the date an application is submitted, unless the City determines the request is not covered by the Spectrum Act. The 60-day time frame may be tolled by the City for incomplete applications, within 30 days of submittal. The timeframe begins again when the applicant resubmits materials and the City then has 10 days to respond. Failure of the City to act within the allowed timeframe results in the automatic approval of such applications.

The proposed ordinance amends the MPMC to implement the time limitations upon wireless facility applications and provides that the City Council may adopt a resolution confirming such deadlines.

Chapters 21.10 Commercial Zones and 21.22 Off-Street Parking Regulations

The Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) protects religious institutions against unduly burdensome and discriminatory land use regulations. It can be described as having three basic components. First, RLUIPA prohibits the government from imposing or implementing a land use regulation that imposes a “substantial burden” on religious exercise unless the government demonstrates that it furthers a compelling governmental interest through the least restrictive means.¹

Second, the Act forbids the government from imposing or implementing a land use regulation in a manner that treats a religious assembly or institution on less than equal terms with a nonreligious assembly or institution.² This so-called “equal terms” provision is violated when the government treats a religious use on “less than equal terms with a secular comparator similarly situated with respect to accepted zoning criteria.”³

¹ 42 U.S.C. § 2000cc(a)(1).

² 42 U.S.C. § 2000cc(b)(1).

³ A religious institution cannot be treated less than equally compared to a nonreligious institution if the two institutions cannot be distinguished on the basis of accepted zoning criteria that define the zone. Accepted zoning criteria are the objective characteristics of a particular use that determine whether a use

Third, RLUIPA includes a blanket nondiscrimination provision that prohibits the government from imposing or implementing a land use regulation that discriminates against any assembly or institution on the basis of religion or religious denomination.⁴ The nondiscrimination provision also expressly forbids the government from imposing or implementing a land use regulation that (a) totally excludes religious assemblies from a jurisdiction, or (b) unreasonably limits religious assemblies, institutions, or structures within a jurisdiction.⁵

Most local zoning schemes in existence predate RLUIPA and very few of them treat all types of public assembly uses (whether religious or secular) identically. Rather, religious uses are generally listed separately and afforded differing treatment in various zones. In some zones, religious uses are given preferential treatment as compared with other, secular, public assembly uses. In other zones, secular uses tend to be preferred. While RLUIPA does not prohibit the government from treating religious assembly uses *better* than secular assembly uses, it does not allow religious uses to be treated on less than equal terms with comparable secular uses unless the government can demonstrate that the disparate terms are on account of a legitimate regulatory purpose (e.g., a neutral restriction on the size of an assembly use may be justified by a parking concern).

The proposed code amendments will update Table 21.10(A) in MPMC Chapter 21.10 Commercial Zones and Table 21.22(C) in MPMC Chapter 21.22 Off-Street Parking Regulations to allow religious institutions similar to other comparable land uses, such as assembly halls, and the parking requirements to be similar to other comparable land uses.

Chapters 21.30 Nonconforming Uses

In the day-to-day implementation of the MPMC, staff discovered that a section of Chapter 21.30 (Nonconforming Uses, Buildings and Structures) was not clear and readily understandable. Specifically, Section 21.30.050 (A) relates to the change of one nonconforming use to another nonconforming use. Generally speaking, it is the intent of the zoning regulations to facilitate abatement of nonconforming uses thereby minimizing or reducing the effects that such use may have on the surrounding area. Although in theory that may be the intent, there may be special circumstances that would warrant a nonconforming use or similar nonconforming use to remain since such effects may be minimal to its surroundings. As such, it would be appropriate to allow a change from one nonconforming use to another, subject to the review and approval of the Planning Commission.

should be excluded from a zone, given the purpose for which the zone was established. Courts considering "equal terms" challenges under RLUIPA ask what characteristics the underlying zone is meant to preserve and what characteristic of the use would justify its exclusion from the zone. RLUIPA requires the courts to compare the excluded use with any secular comparator permitted in the zone, not excluded from the zone. *Centro Familiar Cristiano Buenas Nuevas v. City of Yuma* (9th Cir. 2011) 651 F.3d 1163, 1169, 1173.

⁴ 42 U.S.C. § 2000cc(b)(2).

⁵ 42 U.S.C. § 2000cc(b)(3).

Subsequent to the Planning Commission's review of the code amendment related to the nonconforming chapter, a similarly related issue arose related to the change of a nonconforming use. Specifically, this deals with the change from a more intensive nonconforming use to a less intensive nonconforming use. Subsequent to a discussion with the City Attorney, staff has included this related amendment into the code amendments being considered by the City Council.

ENVIRONMENTAL:

The proposed resolutions and ordinances are exempt from further environmental review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) because the ordinances being recommended by the resolutions constitute only minor revisions and clarifications to existing regulations and specification of procedures related thereto; and consists of actions taken to assure the maintenance, protection and enhancement of the environment. The resolutions and ordinances, therefore, do not have the potential to cause significant effects on the environment. Consequently, they are categorically exempt from further CEQA review under 14 California Code Regulations §§ 15301, 15305, and 15308.

FISCAL IMPACT:

There is no fiscal impact to the General Fund related to the proposed code amendments.

Respectfully submitted,

By:


Michael Huntley
Director of Community and
Economic Development

Approved by:



Paul L. Talbot
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

Attachments:

- Attachment A: Draft Ordinances
 A-1 Wireless Telecommunications
 A-2 Assembly Uses
 A-3 Nonconforming Uses
Attachment B: Planning Commission staff reports, resolution and minutes

ATTACHMENT A
Draft Ordinance

ATTACHMENT A-1
Wireless Telecommunication Facilities Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE
CHAPTER 21.34 REGULATING WIRELESS TELECOMMUNICATIONS
FACILITIES WITHIN THE CITY OF MONTEREY PARK**

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

SECTION 1: *Findings.* The City Council finds and determines as follows:

- A. That the proposed amendments are consistent with the goals, policies and objectives of the General Plan because it is a goal of the Land Use Element of the General Plan to maintain the quality and character of Monterey Park's commercial districts. The proposed code amendments are minor changes intended to ensure that the wireless telecommunication facilities regulations are consistent with federal and state laws. The proposed code amendment is intended to clarify existing definitions and code provisions relative to wireless telecommunication facilities;
- B. That the proposed amendments will not adversely affect surrounding properties because the proposed amendments encourages collocations and wireless facilities that blend with the existing surroundings and not adversely impact the environment, properties and other local values; and
- C. That the proposed amendments promote public health, safety and general welfare and serves the goals and purposes of the Zoning regulations because the proposed amendments serve to accommodate new wireless technologies and continued improvements to existing wireless communications facilities while minimizing any visual, structural, and safety impacts.

SECTION 2: A new § 21.34.015 is added to the Monterey Municipal Code ("MPMC") to read as follows:

"21.34.015 Definitions.

Unless otherwise specifically defined within this chapter, the defined terms in 47 U.S.C. § 1455, 47 CFR § 1.400001(b)(5), and Government Code 65964.1, and any amendments to such sections, are used in this chapter."

SECTION 3: MPMC § 1.34.020 is amended to read as follows:

"21.34.020 Wireless Telecommunications Facilities on Private Property.

(A) No person may erect, construct, install, operate, or maintain any Wireless Telecommunications Facility in, on, under, over or above private

property (including public property not in the public right-of-way), except as authorized pursuant to this code.

(B) A Wireless Telecommunications Facility permit is required for any Wireless Telecommunications Facility. Consideration of a Wireless Telecommunications Facility permit application will be conducted by the City Planner or the ~~Planning Commission~~City Council. Wireless Telecommunications Facility permit applications will be processed based upon, and the review authority for the application based upon, the ~~classification of Antennas~~ **Classes defined in Chapter 21.04 of this code**. Although classifications are assigned at the time of submission of the application, a re-evaluation of Antenna classifications may occur at any point in the application review process, including at the time of review by the City Planner, ~~Planning Commission~~ or City Council.

(1) Residential Zones: Class 1, Class 4, Class 5, Class 6 and Class 7 Antennas, **as defined by Chapter 21.04 of this code**, must be presented to the ~~Planning Commission~~City Council. Class 3 Antennas, as defined, may be presented to the City Planner.

(2) Non-Residential Zones: Class 1, Class 3, and Class 4 Antennas, **as defined by Chapter 21.04 of this code**, may be presented to the City Planner. Class 5, Class 6 and Class 7 Antennas, as defined, must be presented to the ~~Planning Commission~~City Council.

(3) Class 2 Antennas (Co-Located Antennas), **as defined by Chapter 21.04 of this code**, must be presented to the same body that initially reviewed the underlying base Wireless Telecommunications Facility upon which the Co-Location is proposed. Co-Located facilities are deemed a permitted use if the underlying base facility was subject to a discretionary permit and was subject to either an EIR, mitigated negative declaration or a Negative Declaration **they meet all of the requirements established by pursuant to California Government Code Section 65850.6; and, as such, may be presented to the City Planner for approval. However, those Class 2 Antennas that do not meet the requirements of Government Code Section 65850.6 must be presented to the City Council.** Such Co-Located facilities require a Wireless Telecommunications Facilities permit, with modified review pursuant to this chapter.

(4) All Antenna applications requesting heights exceeding the height limitation of the requested zone must be presented to the ~~Planning Commission~~City Council.

(5) Antennas other than Classes 1 through 7 must be submitted to the ~~Planning Commission~~City Council and must obtain a Variance.

(C) The ~~Community Development Director~~ City Planner may approve a permit for placement of a Temporary Emergency Use Antenna. The permit must contain conditions for removal of the Temporary Emergency Use Antenna as soon as possible after the conclusion of the emergency.

(D) For Wireless Telecommunications Facilities applications subject to review by the City Planner, a Wireless Telecommunications Facility permit may be granted pursuant to the procedure provided in Section 21.32.080, so long as all application requirements have been fulfilled and all of the findings required by this chapter have been made.

(E) The review authority will consider all competent evidence presented for and against the Wireless Telecommunications Facility application. The standards required by this chapter will be imposed as conditions of approval for all Wireless Telecommunications Facility permits granted by the review authority. Further conditions of approval of Wireless Telecommunications Facility permits may be imposed as are necessary to minimize environmental, aesthetic, and public safety impacts. The review authority must make findings of fact and determinations in writing. A copy of the findings of fact and determinations must be mailed to the applicant, and any persons expressing an interest in the application who submitted their correct mailing addresses. A decision of the ~~review authority~~City Planner will become final fifteen (15) days following the date of the decision, unless an appeal to the ~~Planning Commission~~ or the City Council is filed as provided in Chapter 21.32 Permit Procedures. **Any decision of the City Council is final.**

(F) Except for Class 2 Co-Located facilities on which the base facility meets the requirements of California Government Code Section 65850.6, and Class 3 Temporary Antenna Facilities, prior to the issuance of a Wireless Telecommunications Facility permit, the review authority must make all of the following findings:

- (1) To the maximum extent reasonably feasible, the proposed Wireless Telecommunications Facility has been designed to achieve compatibility with the community;
- (2) Alternative configurations will not increase community compatibility or are not reasonably feasible;
- (3) Alternative locations on the site will not increase community compatibility or are not reasonably feasible;
- (4) The location of the Wireless Telecommunications Facility on alternative sites will not increase community compatibility or is not reasonably feasible;
- (5) The facility is necessary to close a significant gap in coverage;
- (6) The applicant has submitted a statement of its willingness to allow other carriers to Co-Locate on the proposed Wireless Telecommunications Facility wherever technically and economically feasible and where Co-Location would not harm community compatibility;
- (7) Noise generated by the facility will be in compliance with Chapter 9.53; and

(8) The facility complies with all of the requirements of State and federal laws, regulations and orders.

(G) If the application is denied by the review authority, the review authority must issue a written denial to the applicant containing an explanation of reason(s) for such denial which cites to substantial evidence contained in the written record of the hearing or administrative record.

(H) Requests for Wireless Telecommunications Facilities permits must be made on forms prescribed by the City Planner and submitted to the Community and Economic Development Department. The City Planner may amend application requirements from time to time, as necessary to comply with applicable laws and regulations, or to otherwise ensure the provision of information necessary and useful to the evaluation of Wireless Telecommunications Facility permit applications. In addition to the application submittal requirements for permits set forth in this chapter, the supplemental information listed below is also required at the time a Wireless Telecommunications Facility permit application is submitted to the Community and Economic Development Department.

(1) Applications for all proposed locations must include:

(a) An accurate map, compatible with the City's latest version of GIS mapping software, indicating the proposed site and detailing existing Wireless Telecommunications Facility locations owned and operated by the applicant within the City on the date of application submittal.

(b) An engineering certification demonstrating planned compliance with all existing federal radio frequency emissions standards, and providing technical data sufficient to justify the proposed height of the proposed Wireless Telecommunication Facility.

(c) An alternative configuration analysis, as deemed necessary by the City Planner, assessing the feasibility of alternative Wireless Telecommunications Facility construction configurations, both at the proposed site and in the surrounding vicinity, which would result in a more visually compatible Antenna(s). This analysis must include an explanation of why other Wireless Telecommunications Facility construction configurations were not selected by the applicant.

(d) A projection of the applicant's anticipated future Wireless Telecommunications Facility siting needs within the City, which information may be used by the City as part of a master planning effort designed to ensure a more planned, integrated and organized approach to Wireless Telecommunications Facility siting.

(e) An identification of the geographic service area for the subject installation, including a map showing all of the applicant's existing sites in the local Service Network associated with the coverage gap the Wireless Telecommunications Facility is meant to close, and describing how the coverage gap will be filled by the proposed installation.

(f) An accurate visual impact analysis showing the maximum silhouette, viewshed analysis, color and finish palette and proposed screening for the Wireless Telecommunications Facility. The analysis must include photo simulations and other information as necessary to determine the visual impact of the Wireless Telecommunications Facility. A map depicting where the photos were taken must be included. The analysis must include a written description of efforts to blend the Wireless Telecommunications Facility with the surrounding area.

(g) The height and diameter of the facility, together with evidence that demonstrates that the proposed Wireless Telecommunications Facility has been designed to the minimum height and diameter required from a technological standpoint for the proposed site. If the facility will exceed the maximum permitted height limit, a discussion of the physical constraints (topographical features, etc.) making the additional height necessary must be provided.

(h) A description of the maintenance and monitoring program for the Wireless Telecommunications Facility and associated landscaping.

(i) A written statement of the applicant's willingness to allow other carriers to Co-Locate on the proposed Wireless Telecommunications Facility wherever technically and economically feasible and aesthetically desirable.

(j) A written description of any good faith efforts to Co-Locate the proposed Wireless Telecommunications Facility on another site or building, including a GIS compatible map of the sites and engineering information or letters from the owners of the site describing why Co-Location would not be feasible.

(k) An alternative site analysis, assessing the feasibility of alternative sites, including the potential for Co-Location, in the vicinity of the proposed site, as deemed necessary by the City Planner. Said alternative site analysis must specifically include an evaluation of the availability and feasibility of potential alternative sites located outside a Residential Zone. The alternative site analysis must include a map that shows other potential stand alone locations for the proposed Wireless Telecommunications Facility that have been explored, and must describe why the proposed location is superior to other potential locations. Factors that must be considered in the alternative site analysis include, without restriction, cost, visual benefits and detriments of alternative sites, and proximity to dwellings.

(l) A written description of all Accessory Wireless Equipment for the Wireless Telecommunications Facility, including a description of the function of the accessory equipment and the need to locate the accessory equipment on or near the Wireless Telecommunications Facility.

(m) A written description of any requested exceptions to the standards set forth in this chapter, and the reasons for the request.

(n) Noise/acoustical information derived from the manufacturer's specifications for all equipment such as air conditioning units and back-up generators, and a depiction of the equipment location in relation to adjoining properties.

(o) A conceptual landscape plan as determined necessary by the City Planner. The plan must show all existing trees and all proposed landscaping, concealment, screening and proposed irrigation with a discussion of how the chosen material at maturity will screen the site as determined by the City Planner.

(p) The City Planner may require additional information related to topography, including slopes, contours and proposed grading.

(q) Any other information determined necessary by the City Planner may be required through the City's Wireless Telecommunications Facility permit application form.

(2) Applications requiring ~~Planning Commission~~ **City Council** review must also include certified public notice mailing labels for all owners of real property as shown on the latest equalized assessment roll within a five hundred (500) foot radius of the exterior boundaries of the real property that is the subject of the hearing, except that if such property is owned by the applicant, the owners of contiguous real property to that owned by the applicant must also be given notice, as well as any parties who have requested notice of applications for the installation of such facilities, and such additional persons or parties as the City may determine appropriate based on the specific location and character of the proposed Wireless Telecommunications Facility. A notification, three feet in height and four feet in width, must also be posted by the applicant for thirty (30) days at the site where the Wireless Telecommunications Facility is proposed for installation and notice must be mailed to all required property owners and parties at least thirty (30) days before the hearing. A property ownership map keyed to the mailing labels must be included. If additional mailed notice is required, it is the responsibility of the applicant to provide certified public notice mailing labels for all owners of real property as shown on the latest equalized assessment roll within an area determined by the ~~Community Development Director~~ **City Planner** to be directly affected by the request and to provide a property ownership map keyed to the mailing labels.

(3) All notices must provide a brief description of the proposed Wireless Telecommunications Facility, a map indicating the proposed installation site, information describing the Wireless Telecommunications Facility permit review process, and the name and telephone number of a person who will be available during business hours to respond to questions from the public. During the notification period, interested persons may contact the Community ~~and Economic~~ Development Department to review the proposed location of the facility and express any comments or concerns related to the application.

(I) If the City Planner determines the need to hire an independent, qualified consultant to evaluate technical and other aspects of the application, the applicant must provide the City with written authorization for the hiring. The authorization must include a written agreement by the applicant to advance or promptly reimburse the City for all reasonable costs associated with the consultation. In the alternative, the City Planner may require the applicant to submit a cash deposit for the estimated cost of such consultation, and to replenish the deposit if consumed by reasonable costs associated with the consultation. The consultation is intended to be a site-specific review of technical aspects of the proposed Wireless Telecommunications Facility and may address any or all of those aspects, not limited to the following:

- (1) Compliance with applicable Radio Frequency emission standards;
- (2) Height analysis;
- (3) Configuration;
- (4) The appropriateness of granting any requested exceptions;
- (5) The accuracy and completeness of submissions;
- (6) The applicability of analysis techniques and methodologies;
- (7) The validity of conclusions reached;
- (8) Any specific technical issues designated by the city.

(J) If a permittee proposes any modifications to any Wireless Telecommunications Facility permit after the permit is granted, the permittee must submit an application to the Community and Economic Development Department for consideration by the approval body specified in this chapter. The City and the approval body may not accept or process a modification application until the permittee first (i) demonstrates the existing Wireless Telecommunications Facility's compliance with all applicable local requirements; and (ii) certifies that the existing Wireless Telecommunications Facility complies with all applicable State, and federal requirements.

(K) The City Planner must approve any request for a modification of a Wireless Telecommunications Facility submitted pursuant to subsection (J) if it does not substantially change the physical dimensions of the existing Wireless Telecommunications Facility, does not increase the height or bulk of the Wireless Telecommunications Facility or Accessory Wireless Equipment, and does not change the location of such equipment or facilities.

(L) Unless otherwise required by California Government Code section 65964(b), and as that section may be hereafter amended, a Wireless Telecommunications Facility permit may not have a duration longer than ten (10) years.

(M) In addition to any other permit fees required by this code, each applicant must pay a nonrefundable Wireless Telecommunication Facility application processing fee, in an amount set by resolution of City Council, to defray the City's direct and indirect costs for review of the application. An annual nonrefundable renewal fee will also be charged to defray associated costs of investigation, inspection and enforcement.

(N) Any Wireless Telecommunications Facility that is lawfully constructed, erected, or approved prior to the effective date of the ordinance adopting this section, in compliance with all applicable laws, and which facility conforms to the requirements of this chapter, will be accepted and allowed as a legal nonconforming use. Such facilities must comply at all times with the laws, ordinances, and regulations in effect at the time the application for the facility was deemed complete, and any applicable federal and State laws as they may be amended or enacted, and must at all times comply with any conditions of approval. Any legal nonconforming facility that fails to comply with applicable laws, ordinances, regulations, or the conditions of approval; increases or expands the use of the Wireless Telecommunications Facility; or ceases use of the Wireless Telecommunications Facility for more than ninety (90) days will become an illegal nonconforming Wireless Telecommunications Facility and will be subject removal as set forth in this code.

(O) Application Review.

(1) The timeframe for the City's review of an application begins to run when the application is submitted, but is tolled if the City finds the application incomplete and timely requests the applicant submit additional information to complete the application. The City must make such requests within 30 days of the initial submission of the application. After the applicant submits the additional information, the City will notify the applicant within 10 days of this submission if the additional information failed to complete the application, in which case, the City's timeframe for review remains tolled until the application is deemed complete.

(2) The time limits for processing Wireless Telecommunications Applications must comply with federal and state laws including, without limitation, Section 1455 of Title 47 of the U.S. Code, Section 1.40001(b)(5) of Title 47 of the Code of Federal Regulations, Chapter 1, Subchapter A, Part 1, Subpart CC, and Section 69564.1 of the Government Code. A city council resolution memorializing the processing time periods set forth in applicable law may be adopted to ensure timely compliance

(3) If the City denies a wireless telecommunication facility application, the City will notify the applicant of the denial in writing of the reasons for the denial."

SECTION 4: Environmental Review. The City Council finds that this ordinance does not have the potential to cause significant effects on the environment and, therefore, the project is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. § 15061(b)(3). The ordinance amends the Monterey Park Municipal Code to codify existing state and federal regulations relating to the processing of applications for wireless telecommunications facilities in the City. The ordinance does not portend any development or changes to the physical environment. Following an evaluation of possible adverse impacts, it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment. In addition to the foregoing general exemption, the following categorical exemptions apply: 14 Cal. Code Regs. § 15307 (actions taken for protection of natural resources) and § 15308 (actions taken for protection of the environment).

SECTION 5: 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 6: Enforceability. Repeal of any provision of the Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 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 Municipal Code or other city ordinance by this Ordinance will be rendered void and cause such previous Municipal Code provision or other the city 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.

SIGNED AND APPROVED this ____th day of _____, 2016.

Mitchell Ing, Mayor

ATTEST:

Vincent D. Chang, City Clerk

I HEREBY CERTIFY that the above and foregoing ordinance was duly passed and adopted by the Monterey Park City Council at its regular meeting held on the ____th day of _____, 2016, by the following vote, to wit:

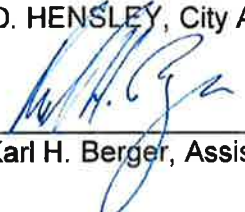
AYES;
NOES;
ABSENT:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

MARK D. HENSLEY, City Attorney

By:



Karl H. Berger, Assistant City Attorney

ATTACHMENT A-2
Assembly Use Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 21 OF THE MONTEREY PARK MUNICIPAL CODE REGARDING REGULATION OF ASSEMBLY-TYPE USES

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

SECTION 1: *Findings.* The City Council finds and determines as follows:

- A. On September 22, 2010, the United States Department of Justice issued a statement summarizing the history and purpose of the land use provisions of the Religious Land Use and Institutionalized Persons Act (RLUIPA). The Statement reads, in pertinent part, as follows:

"The Religious Land Use and Institutionalized Persons Act (RLUIPA), 42 U.S.C. § 2000cc et seq., is a civil rights law that protects individuals and religious institutions from discriminatory and unduly burdensome land use regulations. After hearings in which Congress found that religious assemblies and institutions were disproportionately affected, and in fact often were actively discriminated against, in local land use decisions, Congress passed RLUIPA unanimously in 2000. President Clinton signed RLUIPA into law on September 22, 2000."
- B. Congress found that zoning authorities were frequently placing excessive or unreasonable burdens on the ability of congregations and individuals to exercise their faith with little to no justification and in violation of the Constitution. Congress further found that religious institutions often faced both subtle and overt discrimination in zoning, particularly minority, newer, smaller, or unfamiliar religious groups and denominations.
- C. Congress also found that, as a whole, religious institutions were treated worse than comparable secular institutions by zoning regulations of the MPPCs and zoning authorities. As RLUIPA's Senate sponsors, Senator Hatch and the late Senator Kennedy, said in their joint statement issued upon the bill's passage: 'zoning regulations of the MPPCs frequently exclude churches in places where they permit theaters, meetings halls, and other places where large groups of people assemble for secular purposes.... Churches have been denied the right to meet in rented storefronts, in abandoned schools, in converted funeral homes, theaters, and skating rinks—in all sorts of buildings that were permitted when they generated traffic for secular purposes.'
- D. Congress further found that zoning authorities frequently were placing excessive burdens on the ability of congregations and individuals to

exercise their faiths without sufficient justification, in violation of the Constitution.

- E. RLUIPA provides a number of important protections for the religious freedom of persons, places of worship, religious schools, and other religious assemblies and institutions, including:
1. Protection against substantial burdens on religious exercise: Section 2(a) of RLUIPA prohibits the implementation of any land use regulation that imposes a 'substantial burden' on the religious exercise of a person or institution except where justified by a 'compelling governmental interest' that the government pursues in the least restrictive way possible.
 2. Protection against unequal treatment for religious assemblies and institutions: Section 2(b)(1) of RLUIPA provides that religious assemblies and institutions must be treated at least as well as nonreligious assemblies and institutions.
 3. Protection against religious or denominational discrimination: Section 2(b)(2) of RLUIPA prohibits discrimination 'against any assembly or institution on the basis of religion or religious denomination.'
 4. Protection against total exclusion of religious assemblies: Section 2(b)(3)(A) of RLUIPA provides that governments must not totally exclude religious assemblies from a jurisdiction.
 5. Protection against unreasonable limitation of religious assemblies: Section 2(b)(3)(B) of RLUIPA provides that government must not unreasonably limit 'religious assemblies, institutions, or structures within a jurisdiction.'"
- F. Under RLUIPA, a religious assembly use cannot be treated on a less-than-equal basis as compared to a non-religious use in the same zone if the two uses cannot be distinguished on the basis of accepted zoning criteria that define the zone. Accepted zoning criteria are the objective characteristics of a particular use that determine whether a use should be excluded from a zone, given the purpose for which the zone was established.

SECTION 2: Zoning Regulation Findings. Based on the facts and evidence set forth herein, in the accompanying staff report, and in the record as a whole, the City Council finds as follows:

- A. In light of RLUIPA and several published judicial opinions related thereto,

minor amendments to the City's zoning regulations are necessary to ensure that religious assemblies and institutions are not treated on less than equal terms with secular assemblies and institutions in the same zoning district;

- B. This proposed Ordinance will not adversely affect any property in the City as to value or precedent, and will not be detrimental to any area of the City; and
- C. This Ordinance promotes public health, safety and general welfare.

SECTION 3: Pursuant to Monterey Park Municipal Code ("MPMC") § 21.38.050, the City Council finds as follows:

- A. This Ordinance is consistent with the goals, policies and objectives of the General Plan. According to the General Plan Land Use Element, religious institutions are considered appropriate uses in Mixed-Use I and II land use areas and the proposed code amendment will allow religious institutions to be treated similar to other comparable land uses allowed in the Mixed-Use I and II land use areas.
- B. This Ordinance will not adversely affect surrounding properties. The proposed code amendment will allow religious institutions to be treated similar to comparable uses and not be more restrictive.
- C. This Ordinance promotes public health, safety, and general welfare and serves the goals and purposes of the zoning regulations of the MPPC. As amended, the regulations set forth in the Municipal Code will continue to promote the public health, safety, and general welfare while serving the goals and purposes of the zoning regulations of the MPPC. The proposed code amendment is a minor update to the zoning regulations of the MPPC to treat religious institutions similar to comparable uses. The zoning regulations of the MPPC currently provides regulations for religious institutions; the proposed code amendment further clarifies the regulations for religious institutions.

SECTION 4: MPMC Table 21.10(A) (Permitted Uses in Commercial Zones) is amended in its entirety as set forth in attached Exhibit A, which is incorporated by reference.

SECTION 5: MPMC § 21.10.040(CC) repealed and the remaining subparagraphs in that section are to be renumbered accordingly.

SECTION 6: MPMC Table 21.22(C) (Nonresidential Parking Standards) is amended in its entirety as set forth in attached Exhibit A, which is incorporated by reference.

SECTION 7: *Environmental Review.* The City Council finds and determines that this ordinance is not subject to the California Environmental Quality Act (California 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 8: *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 9: *Enforceability.* Repeal of any provision of the Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 10: *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 Municipal Code or other city ordinance by this Ordinance will be rendered void and cause such previous Municipal Code provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 11: *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 12: 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 13: This Ordinance will take effect on the 31st day following its final passage and adoption.

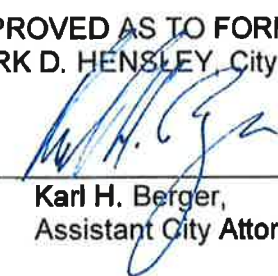
PASSED AND ADOPTED this _____ day of _____, 2016

Mitchell Ing, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM
MARK D. HENSLEY, City Attorney

By: _____
Karl H. Berger,
Assistant City Attorney

ATTACHMENT A-3
Nonconforming Use Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL
CODE CHAPTER 21.30 REGULATING NONCONFORMING USES AND
CHAPTER 21.10.130 REGULATING ALCOHOL SALES AND USE
WITHIN THE CITY OF MONTEREY PARK**

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

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

- A. The City's ability to exercise its powers in accordance with Article XI, § 7 of the California Constitution to regulate land use is well-established. This ordinance is intended to regulate aesthetics, traffic, parking, public peace, and other, similar, matters related to public health, safety, and welfare;
- B. An ongoing review of the Monterey Park Municipal Code ("MPMC") demonstrates that amendments are needed to bring the City's land use regulations into conformance with the City Council's intent as expressed during the comprehensive zoning update in 2013;
- C. Adopting this Ordinance is in the public interest because it is designed to protect public health and safety while also promoting public welfare;
- D. The Planning Commission adopted Resolution No. 20-16 recommending the City Council amend specific sections of Title 21 (zoning regulations) of the Monterey Park Municipal Code;
- E. This Ordinance promotes public health, safety, and general welfare and serves the goals and purposes of the MPMC; and
- F. This Ordinance and its findings are made based upon the entire administrative record including, without limitation, testimony and evidence presented to the City Council at its October 5, 2016 public hearing including, without limitation, the staff report submitted by the Community and Economic Development Department.

SECTION 2: MPMC § 21.30.50 is amended to read as follows:

"21.30.050 Conditional Use Permit.

(A) A use that is nonconforming use cannot be altered or enlarged unless a conditional use permit is first obtained. ~~because it lacks a conditional use permit may continue only to the extent that it previously existed. Any change to such use requires a conditional use permit.~~ **There cannot be an expansion of a nonconforming use or the building that houses a nonconforming use onto an adjacent or abutting lot or parcel of land.**

(B) A nonconforming use previously allowed by a conditional use permit but is no longer permitted by this code within the applicable zoning district can continue in operation, but only in compliance with all provisions of the original conditional use permit.”

SECTION 3: MPMC § 21.10.230 is amended to read as follows:

“21.30.070 Allowable Changes.

(A) **Enlargement or Expansion.** A nonconforming use cannot be expanded or increased to occupy a greater floor area or portion of the site that it lawfully occupied before becoming a nonconforming use. Alterations which do not increase or expand a nonconforming use may be approved.

(B) **Extended Hours.** The hours of business for a nonconforming use may be expanded to operate under extended business hours with a conditional use permit.

(C) ~~No A~~ nonconforming use can be changed to a less ~~restrictive~~ **intensive** nonconforming use.”

SECTION 4: MPMC § 21.08.080(W) is amended to read as follows:

“21.10.230 Alcohol Sales and Use.

The regulations and criteria for the consideration and issuance of conditional use permits for on-sale and off-sale alcoholic beverage use are set out in this section.

(A) **Application Processing.** An application must be submitted, fee paid and application processed according to the requirements for a conditional use permit, however, supplemental plans and applications may be submitted as required by the Community Development Department.

(B) **Conditions for Granting Designated.** The Planning Commission cannot grant a conditional use permit for on-sale or off-sale alcohol unless it finds that all of the following are true:

(1) The proposed use complies with all requirements as set forth for the issuance of a conditional use permit.

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

(3) The proposed use is consistent with any nearby commercially-zoned properties for commercial use.

(4) The use does not adversely affect the welfare of area residents or result in undue concentration in the neighborhood of establishments dispensing alcoholic beverages including beer and wine. Consideration must be given regarding whether the proposed use will detrimentally affect nearby residentially-zoned communities, considering distances to residential buildings, churches, schools, hospitals, public playgrounds and other establishments dispensing alcoholic beverages. All distance requirements, as set forth in subsection (G) of this section, must be adhered to.

(5) The applicant bears the burden of proving that the proposed use will not adversely affect the welfare of nearby residents, result in undue concentration of alcoholic beverage outlets, or detrimentally affect nearby residentially zoned communities.

(C) **Requirements for On-Sale Uses.** All on-sale uses must maintain the following standards:

(1) A copy of the conditions of approval for the conditional use permit must be kept on the premises of the establishment and presented to any authorized City official upon request.

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

(3) The sale of alcoholic beverages for consumption off the premises is prohibited.

(4) Food must be served at all hours that the establishment is open for business.

(5) Special security measures, such as security guards and burglar alarm systems, may be required as recommended by the Chief of Police.

(6) Hours of operation will be established by the Chief of Police.

(7) Seating capacity may be established separately for eating and drinking areas.

(8) All conditions of the Department of Alcoholic Beverage Control must be maintained on the premises at all times and failure to do so will be grounds for revocation proceedings.

(9) Owners may be required, subject to approval of the Chief of Police, to post and maintain, a bond, which may be used to investigate any disturbances or conditional use permit violations.

(10) The quarterly gross sales of alcoholic beverages must be required to not exceed the gross sales of food during the same period.

(11) There cannot be exterior advertising of any type, including advertising directed to the exterior from within, promoting or indicating the availability of alcoholic beverages.

(12) The licensee may be required to institute or participate in a server training program.

(D) **Requirements for On-Sale Uses—Wine Tasting.** Wine tasting is permitted only in conjunction with an approved off-sale license (general or beer and wine license) and subject to the requirements of an on-sale conditional use permit.

(1) On-sale for the sole purpose of wine tasting is exempt from the provisions of subsections (C)(3), (C)(4) and (C)(10) of this section.

(E) **Requirements for Off-Sale Uses.** All off-sale uses must maintain the following standards:

(1) Exterior lighting of the parking area must be kept at an intensity of between one and two foot-candles so as to provide adequate lighting for patrons while not disturbing surrounding residential or commercial uses.

(2) Signs must be posted inside the establishment stating that drinking on the premises is prohibited. Wine tasting is exempted from this requirement, subject to approval of an on-sale conditional use permit for wine tasting and a Type 42 license from the Department of Alcoholic Beverage Control.

(3) Special security measures, such as security guards and burglar alarm systems, may be required as recommended by the Chief of Police.

(4) The licensee may be required to institute or participate in a retailer training program.

(5) Litter and trash receptacles must be located at convenient locations inside and outside of establishments and operators of such establishments must remove trash and debris on a daily basis.

(6) Paper or plastic cups cannot be sold in quantities less than their usual customary packaging.

(7) Hours of operation shall be established by the Chief of Police.

(8) Sale of beer may be required to be sold only by the six-pack or larger quantity and the sale of wine coolers by four-pack or larger quantity.

(9) At least one employee over twenty-one (21) years of age must be on duty at all times that the establishment is permitted to sell alcohol.

(10) Fortified wines shall not be sold in sizes less than seven hundred fifty (750) milliliters (fifth of a gallon).

(11) All state requirements must be complied with by the applicant/owner of the establishment.

(F) **Requirements for Off-Sale Uses—Service Station.** All service stations operating with an off-sale use must maintain the following standards:

(1) No beer or wine may be displayed within ten (10) feet of the cash register or the front door unless it is in a permanently affixed cooler.

(2) No advertisement of alcoholic beverages may be displayed at motor fuel islands, buildings or windows.

(3) No sale of alcoholic beverages may be made from a drive-in window.

(4) No display or sale of beer or wine may be made from an ice tub.

(5) At least one employee over the age of twenty-one (21) must be on duty at all times that the establishment is permitted to sell alcohol.

(G) **Distance Requirements.** All on and off-sale uses must maintain the following distance standards:

(1) No on-sale alcoholic beverage establishment, with the exception of on-sale for the sole purpose of wine tasting, which is not in conjunction with a restaurant use, such as bars, private clubs, pool halls and nightclubs, shall be established within five hundred (500) feet of any other such establishment or schools (public and private), churches, hospitals, convalescent homes, public parks or playgrounds nor shall the front entrance of such establishment be within fifty (50) feet of residential property lines.

(2) No off-sale alcoholic beverage establishment shall be maintained within five hundred (500) feet of any other establishment where alcoholic beverages are sold for either off-site or on-site consumption or such consideration points as schools (public and private), established churches or other places of worship, hospitals, convalescent homes, public parks and playgrounds and/or other similar uses nor shall the front entrance of such establishment be within fifty (50) feet of residential property lines.

(H) **Existing Establishments.** Any establishment lawfully existing before the effective date of this section and licensed by the state for the retail sale of alcoholic beverages for on-site or off-site consumption must obtain a conditional use permit when:

(1) The establishment changes its type of liquor license or license classification **to a more intensive license or classification**; or

(2) There is a substantial change in the mode or character of operation. For purposes of this section, substantial change of mode or character of operation includes structural changes which include an addition of square footage or cessation of business on the premises for at least ninety (90) days as determined by records from either City business license records, the California Department of Alcoholic Beverage Control or City Planner observation.

(l) **Revocation of Conditional Use Permit.** A conditional use permit granted under this chapter is subject to revocation in the manner provided by Chapter 21.32, Permit Procedures, if any of the conditions imposed are not complied with and within the timeframe established.”

SECTION 5: Environmental Review. This ordinance is exempt from additional environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, “CEQA”) and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq.*) because it establishes rules and procedures to permit operation of existing facilities; consists only of minor revisions and clarifications to existing regulations and specification of procedures related thereto; and consists of actions taken to assure the maintenance, protection and enhancement of the environment. This ordinance, therefore, does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt from further CEQA review under 14 Cal. Code Regs. §§ 15301, 15305, and 15308.

SECTION 6: 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 7: Enforceability. Repeal 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 8: Validity of Previous Code Sections. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the MPMC or other city ordinance by this Ordinance will be rendered void and cause such previous MPMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 9: 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 10: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

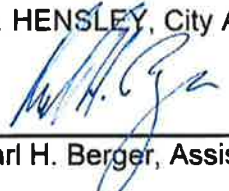
SECTION 11: This Ordinance will take effect on the 31st day following its final passage and adoption.

PASSED, APPROVED, AND ADOPTED this ____ day of June, 2016.

Mitchell Ing, Mayor

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

By:



Karl H. Berger, Assistant City Attorney

ATTEST:
VINCENT D. CHANG, City Clerk

By: _____

ATTACHMENT B
Planning Commission Action



Planning Commission Staff Report

DATE: September 13, 2016

AGENDA ITEM NO: 3-A

TO: The Planning Commission
FROM: Michael A. Huntley, Director of Community and Economic Development
SUBJECT: Consider the adoption of Resolutions recommending that the City Council amend specific sections of Title 21 (zoning regulations) of the Monterey Park Municipal Code relating to Assembly Uses, Nonconforming Uses, and Wireless Telecommunication Facilities.

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 an ordinance amending specific sections of Title 21 (zoning regulations) of the Monterey Park Municipal Code relating to Assembly Uses, Nonconforming Uses, and Wireless Telecommunication Facilities; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

There are a number of municipal code amendments being proposed that implement changes required by federal and state laws. These amendments are specifically related to the City's wireless telecommunication facility and assembly use regulations. Additionally, the City Council directed that all decisions regarding telecommunications facilities be rendered by the City Council. A staff initiated change to the City's nonconforming regulations is also desirable.

ANALYSIS:

Chapter 21.04 Definitions and Chapter 21.34 Wireless Telecommunication Facilities

On May 4, 2016, the Council directed staff to prepare a code amendment to modify the Wireless Telecommunication Facility Chapter of the Monterey Park Municipal Code ("MPMC"). Specifically, the Council requested that all wireless telecommunication facility applications that are currently reviewed by the Planning Commission to be considered instead by the City Council. Accordingly, as shown in the table below, the proposed code amendment would modify references to the Planning Commission as the reviewing authority to the City Council.

Monterey Park Antenna Classes and Approval Authority

(MPMC Sections 21.04.074, 21.34.010)

	Current Code	Proposed Ordinance
Class 1 Antenna mounted on building, behind screen	<i>Residential zones:</i> Reviewed by Planning Commission	Reviewed by City Council
	<i>Non-residential zones:</i> Reviewed by Planner	No change
Class 2 Collocated on an approved existing wireless telecommunication facility	Reviewed by same body that approved underlying facility	Reviewed by either Planner or City Council, depending on whether use is "by right" or discretionary
Class 3 Temporary antenna	Reviewed by Planner	No change
Class 4 Monopole antenna mounted on an existing light, tower	<i>Residential zones:</i> Reviewed by Planning Commission	Reviewed by City Council
	<i>Non-residential zones:</i> Reviewed by Planner	No change
Class 5 Within cylinder or flagpole	Reviewed by Planning Commission	Reviewed by City Council
Class 6 Partially visible antennas mounted on building	Reviewed by Planning Commission	Reviewed by City Council
Class 7 Antenna inside freestanding structure built to house wireless telecommunication facility	Reviewed by Planning Commission	Reviewed by City Council

In addition to the requested amendment to the wireless telecommunication facility by the City Council, there have also been changes to both state and federal regulations that must be incorporated into this amendment. These changes add regulations regarding 'shot clock' requirements and new definitions. This will be discussed more in depth below.

Background regarding Wireless Telecommunication Facilities.

Wireless Telecommunications facilities are regulated by federal, state, and local laws. Federal law significantly restricts the City's ability to regulate wireless telecommunications facilities. Under federal law, a local agency's decision cannot have the effect of prohibiting the provision of wireless service or unreasonably discriminating among wireless service providers. Also, under federal law, the City may not regulate the placement, construction or modification of wireless telecommunications facilities on the

basis of the environmental effects of radio frequency (RF) emissions, as long as the facilities comply with the FCC regulations concerning such emissions.

Despite federal limitations, cities historically have retained the ability to regulate aesthetics issues related to telecommunications facilities, including factors such as height and property line setbacks. However, federal law continues to erode that ability.

Since 1990, wireless telecommunication facilities were allowed in Monterey Park subject to a conditional use permit. Between 1990 and 1996, the City granted seven permits. In 1996, the wireless telecommunication industry was growing tremendously due to the consumer demand for wireless communications devices. Proportionately, there was such an increase in the number of wireless telecommunication facility (cell sites) applications that on August 7, 1996, the City Council adopted Urgency Ordinance No. 1911 establishing a moratorium on the granting of approvals and directed staff to develop guidelines or regulations for the review of wireless telecommunication facilities. On November 6, 1996, the City Council approved Resolution No. 10106 establishing guidelines for the review of wireless telecommunication facilities.

Until 2013, the criteria for reviewing and approving wireless telecommunication facilities were merely guidelines. As part of the 2013 Zoning Ordinance Update, Chapter 21.34 Wireless Telecommunications Facilities was established to provide regulations for the wireless telecommunications facilities and to have the City's zoning regulations be in compliance with federal and state laws.

Since 1990, the establishment of a wireless telecommunication facility requires the review and approval of a permit by the Planning Commission. Pursuant to Chapter 21.34, the Planning Commission is the approving authority of certain applications for wireless telecommunication facilities and the Planning Commission's decision on such applications is final unless it is appealed to the City Council. However, per City Council direction, the proposed code amendment being considered by the Planning Commission would amend the Code so that the City Council would review such applications.

Federal and State Laws – 'Shot Clock.'

The proposed Ordinance also acknowledges legal developments relating to the City's deadlines for reviewing wireless telecommunications facilities applications.

Federal law governing wireless telecommunication facilities was adopted in 2012 as part of the 2012 Middle Class Tax Act. This federal legislation includes 112 P.L. 96, Section 6409 (codified at 47 U.S.C. § 1455), which was intended to facilitate the telecommunication industry's rapid deployment of wireless infrastructure by requiring local government to approve any application that seeks to modify an existing wireless telecommunication facility that does not substantially alter the existing facility.

Section 6409 provides that the City "may not deny, and shall approve any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station."

Section 6409 defines "eligible facilities request" as "any request for modification of an existing wireless tower or base station that involves:

- (a) Collocation of new transmission equipment;
- (b) Removal of transmission equipment; or
- (c) Replacement of transmission equipment."

If the project falls within the definition of an eligible facilities request, the City must act on it within 60 days from the date an application is submitted, unless the City determines the request is not covered by the Spectrum Act. The 60-day time frame may be tolled by the City for incomplete applications, within 30 days of submittal. The timeframe begins again when the applicant resubmits materials and the City then has 10 days to respond. Failure of the City to act within the allowed timeframe results in the automatic approval of such applications.

The proposed ordinance amends the MPMC to implement the time limitations upon wireless facility applications and provides that the City Council may adopt a resolution confirming such deadlines.

Chapters 21.10 Commercial Zones and 21.22 Off-Street Parking Regulations

The Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) protects religious institutions against unduly burdensome and discriminatory land use regulations. It can be described as having three basic components. First, RLUIPA prohibits the government from imposing or implementing a land use regulation that imposes a "substantial burden" on religious exercise unless the government demonstrates that it furthers a compelling governmental interest through the least restrictive means.¹

Second, the Act forbids the government from imposing or implementing a land use regulation in a manner that treats a religious assembly or institution on less than equal terms with a nonreligious assembly or institution.² This so-called "equal terms" provision is violated when the government treats a religious use on "less than equal terms with a secular comparator similarly situated with respect to accepted zoning criteria."³

Third, RLUIPA includes a blanket nondiscrimination provision that prohibits the government from imposing or implementing a land use regulation that discriminates

¹ 42 U.S.C. § 2000cc(a)(1).

² 42 U.S.C. § 2000cc(b)(1).

³ A religious institution cannot be treated less than equally compared to a nonreligious institution if the two institutions cannot be distinguished on the basis of accepted zoning criteria that define the zone. Accepted zoning criteria are the objective characteristics of a particular use that determine whether a use should be excluded from a zone, given the purpose for which the zone was established. Courts considering "equal terms" challenges under RLUIPA ask what characteristics the underlying zone is meant to preserve and what characteristic of the use would justify its exclusion from the zone. RLUIPA requires the courts to compare the excluded use with any secular comparator permitted in the zone, not excluded from the zone. *Centro Familiar Cristiano Buenas Nuevas v. City of Yuma* (9th Cir. 2011) 651 F.3d 1163, 1169, 1173.

against any assembly or institution on the basis of religion or religious denomination.⁴ The nondiscrimination provision also expressly forbids the government from imposing or implementing a land use regulation that (a) totally excludes religious assemblies from a jurisdiction, or (b) unreasonably limits religious assemblies, institutions, or structures within a jurisdiction.⁵

Most local zoning schemes in existence predate RLUIPA and very few of them treat all types of public assembly uses (whether religious or secular) identically. Rather, religious uses are generally listed separately and afforded differing treatment in various zones. In some zones, religious uses are given preferential treatment as compared to other, secular, public assembly uses. In other zones, secular uses tend to be preferred. While RLUIPA does not prohibit the government from treating religious assembly uses *better* than secular assembly uses, it will not allow religious uses to be treated on less than equal terms with comparable secular uses unless the government can demonstrate that the disparate terms are on account of a legitimate regulatory purpose (e.g., a neutral restriction on the size of an assembly use may be justified by a parking concern).

The proposed code amendments will update Table 21.10(A) in MPMC Chapter 21.10 Commercial Zones and Table 21.22(C) in MPMC Chapter 21.22 Off-Street Parking Regulations to allow religious institutions similar to other comparable land uses, such as assembly halls, and the parking requirements to be similar to other comparable land uses.

Chapters 21.30 Nonconforming Uses

In the day-to-day implementation of the MPMC, staff discovered that a section of Chapter 21.30 (Nonconforming Uses, Buildings and Structures) was not clear and readily understandable. Specifically, Section 21.30.050 (A) relates to the change of one nonconforming use to another nonconforming use. Generally speaking, it is the intent of the zoning regulations to facilitate abatement of nonconforming uses thereby minimizing or reducing the effects that such use may have on the surrounding area. Although in theory that may be the intent, there may be special circumstances that would warrant a nonconforming use or similar nonconforming use to remain since such effects may be minimal to its surroundings. As such, it would be appropriate to allow a change from one nonconforming use to another, subject to the review and approval of the Planning Commission.

ENVIRONMENTAL:

The proposed resolutions and ordinances are exempt from further environmental review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) because the ordinances being recommended by the resolutions constitute only minor revisions and clarifications to existing regulations and specification of procedures related thereto; and consists of actions taken to assure the maintenance, protection and enhancement of the environment. The resolutions and ordinances, therefore, do not

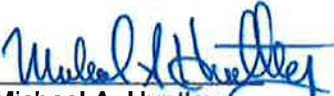
⁴ 42 U.S.C. § 2000cc(b)(2).

⁵ 42 U.S.C. § 2000cc(b)(3).

Staff Report
Page 6

have the potential to cause significant effects on the environment. Consequently, they are categorically exempt from further CEQA review under 14 California Code Regulations §§ 15301, 15305, and 15308.

Respectfully submitted,


Michael A. Huntley
Community and Economic
Development Director

Prepared by:


Samantha Tewasart
Senior Planner

Reviewed by:

 for
Karl H. Berger
Assistant City Attorney

Attachments:

- A. Resolutions recommending adoption of the ordinances
- B. Draft ordinances

EXHIBIT A

Resolution recommending adoption of the ordinance

RESOLUTION NO.

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE ("MPMC") CHAPTER 21.34 REGARDING REGULATION OF WIRELESS TELECOMMUNICATION FACILITIES.

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 of wireless telecommunication facilities;
- B. On May 4, 2016, the Council directed staff to prepare a code amendment to modify the Wireless Telecommunication Facility Chapter of the Monterey Park Municipal Code. 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 13, 2016;
- E. On September 13, 2016, the Planning Commission held a public hearing 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 13, 2016, hearing including, without limitation, the staff report submitted by the Community and Economic Development Department.

SECTION 2: *Environmental Assessment.* Because of the facts set forth in Section 2, the proposed Ordinance is exempt from further environmental review under the

**PLANNING COMMISSION
RESOLUTION NO.
PAGE 2 OF 3**

California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) because the proposed Ordinance constitutes only minor revisions and clarifications to existing regulations and specification of procedures related thereto; and consists of actions taken to assure the maintenance, protection and enhancement of the environment. The Ordinance, therefore, does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt from further CEQA review under 14 California Code Regulations §§ 15301, 15305, and 15308.

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 commercial districts. The proposed code amendments are minor changes intended to ensure that the wireless telecommunication facilities regulations are consistent with federal and state laws. The proposed code amendment is intended to clarify existing definitions and code provisions relative to wireless telecommunication facilities.

SECTION 4: Recommendations. 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.

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.

**PLANNING COMMISSION
RESOLUTION NO.
PAGE 3 OF 3**

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 13th day of September 2016.

I hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Monterey Park at the regular meeting held on the 13th day of September 2016, by the following vote of the Planning Commission:

AYES:
NOES:
ABSTAIN:
ABSENT:

Ricky Choi, Chairperson
City of Monterey Park Planning Commission

ATTEST:

Michael Huntley, Secretary

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

By:  for
Karl H. Berger, Assistant City Attorney

RESOLUTION NO.

A RESOLUTION RECOMMENDING THAT CITY COUNCIL ADOPT AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE ("MPMC") CHAPTERS 21.10 AND 21.22 REGARDING REGULATION OF ASSEMBLY USES.

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 regulation of assembly uses;
- B. On September 13, 2016, Community and Economic Development Department presented draft regulations to the Planning Commission for consideration. The Planning Commission provided direction for improving the regulations. 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 13, 2016;
- E. On September 13, 2016, the Planning Commission held a public hearing 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 13, 2016, hearing including, without limitation, the staff report submitted by the Community and Economic Development Department.

SECTION 2: *Environmental Assessment.* Because of the facts set forth in Section 2, the proposed Ordinance is exempt from further environmental review under the

**PLANNING COMMISSION
RESOLUTION NO.
PAGE 2 OF 3**

California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) because the proposed Ordinance constitutes only minor revisions and clarifications to existing regulations and specification of procedures related thereto; and consists of actions taken to assure the maintenance, protection and enhancement of the environment. The Ordinance, therefore, does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt from further CEQA review under 14 California Code Regulations §§ 15301, 15305, and 15308.

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. According to the General Plan Land Use Element, religious institutions are considered appropriate uses in the mixed-use I and II areas. The proposed code amendments are minor changes intended to ensure that the religious institution regulations are consistent with federal and state laws. The proposed code amendment is intended to clarify existing definitions and code provisions relative to assembly uses.

SECTION 4: Recommendations. 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.

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**PLANNING COMMISSION
RESOLUTION NO.
PAGE 3 OF 3**

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 13th day of September 2016.

I hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Monterey Park at the regular meeting held on the 13th day of September 2016, by the following vote of the Planning Commission:

AYES:
NOES:
ABSTAIN:
ABSENT:

Ricky Choi, Chairperson
City of Monterey Park Planning Commission

ATTEST:

Michael Huntley, Secretary

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

By: DLK for
Karl H. Berger, Assistant City Attorney

EXHIBIT A

Table 21.10(A)

Permitted Uses in Commercial Zones

Legend:

A	As an accessory use only
C	Permitted subject to approval of a conditional use permit
L	Permitted subject to limitations or special standards as described in Section 21.10.040
P	Permitted
S	Permitted only on second floor or above
X	Expressly prohibited

Land Uses	N-S	S-C	C-B	R-S	C-S	C-P
Retail						
Appliance or Electronics Sale and Repair	P	P	P	P	P	X
Art Gallery	P	X	P	P	P	X
Art Supplies Store	P	P	P	P	P	X
Auto Parts Store, retail only	P	P	X	P	P	X
Auto Sales – New	X	P	X	L	P	X
Auto Sales – Used	X	P	X	L	P	X
Bakery, Retail Sales Only	P	P	P	P	P	X
Beauty Supplies Store	X	P	P	P	P	X
Boat, Trailer, Motorcycle, Motor Scooter Sales	X	X	X	L	P	X
Book Store, including Newsstand	P	P	P	P	P	P
Catering Service, Food (not truck catering)	X	X	X	A	A	X
Cellular Phone Store, including Accessories	P	P	P	P	P	P
Clothing/Shoe Retail and Service	P	P	P	P	P	P
Commercial Shopping Facility (5 or more units OR more than 1 acre)	C	C	C	C	C	C
Drugstore/Pharmacy	P	P	P	P	P	L
Florist	P	P	P	P	P	P
Furniture Store	X	P	P	P	P	X
Grocery/Food Store/Supermarket	P	P	P	P	P	L
Hardware/Home Improvement Store (less than or equal to 10,000 sq. ft.)	P	P	P	P	P	X
Hardware/Home Improvement Store (more than 10,000 sq. ft.)	X	P	X	P	P	X
Hobby/Specialty Store	P	P	P	P	P	X
Jewelry Store	X	P	P	P	P	P
Medical Equipment and Supplies (sales and service)	X	P	X	P	P	P
Medical Marijuana Dispensaries	X	X	X	X	X	X
Music Store (sales, service and instruction)	X	P	X	P	P	X
Music Store (retail sales only with service and instruction expressly prohibited)	X	P	P	P	P	X
Music/Movie Sale and Rental	P	P	P	X	P	P
Office Supply Store (less than or equal to 10,000 sq. ft.)	X	P	P	P	P	P
Office Supply Store (more than 10,000 sq. ft.)	X	P	X	P	P	P
Pet Store and Supplies	P	P	P	P	P	X
Photo Processing Shop (contained within automated equipment only)	X	P	P	P	P	X
Plant Nursery	X	X	X	X	P	X
Retail, General (≤10,000 sq. ft.)	P	P	P	P	P	X
Retail, General (large) (>10,000 sq. ft.)	X	P	P	P	P	X
Specialty Retail	P	P	P	P	P	P

Sporting Goods Store	X	P	P	P	P	X
Swap Meet	X	X	X	X	X	X
Swimming Pool Sales and Service	X	X	X	P	P	X
Service Business	N-S	S-C	C-B	R-S	C-S	C-P
Adult Care Facility	X	X	X	X	C	C
Animal Grooming	P	P	P	P	P	X
Animal Hospital	X	C	X	X	P	X
Animal Shelter	X	X	X	X	X	X
Auto Detailing	X	X	X	X	X	X
Auto Dismantling	X	X	X	X	X	X
Auto Rental	X	X	X	L	L	X
Auto Repair	X	X	X	X	X	X
Auto Salvage and Wrecking	X	X	X	X	X	X
Barber Shop	P	P	P	P	P	P
Beauty Salon	P	P	P	P	P	P
Car Wash	C	X	X	X	C	X
Cemetery	X	X	X	X	X	X
Check Cashing Facility	X	X	X	X	C	X
Collection Facility	C	C	X	C	C	X
Community Care Facility	X	X	X	X	C	C
Copy Center	P	P	P	P	P	P
Day Care Center	C	C	C	X	C	C
Day Health Spa (excluding massage)	P	P	P	P	P	P
Dry Cleaning (including laundry)	X	P	X	P	P	X
Dry Cleaning (including laundry less than or equal to 2,000 sq. ft.)	P	P	P	P	P	P
Service Business (cont'd)	N-S	S-C	C-B	R-S	C-S	C-P
Employer-Sponsored Child Care	L	L	L	L	L	L
Extended Lodging Facility	X	X	X	L	L	L
Fitness Center (less than or equal to 5,000 sq. ft.)	L	L	L	L	L	L
Fitness Center (more than 5,000 sq. ft.)	C	C	C	C	C	C
Gunsmith	X	X	P	P	P	X
Hotel	X	X	L	L	L	L
Kennel/Animal Boarding	X	X	X	X	X	X
Laundromat	P	P	P	X	X	X
Locksmith/Keys	P	P	X	P	P	X
Mail Boxes (accessory to parcel service or contract postal station only)	A	A	A	A	A	A
Massage Establishment	L	L	L	L	L	L
Money Transfer Facility	X	X	X	X	C	X
Mortuary/Funeral Home	X	X	X	C	C	C
Motel	X	X	X	L	L	X
Parcel Service/Contract Postal Station	P	P	P	P	P	P
Photo Processing Shop	P	P	P	P	P	P
Photocopying/Reproduction	X	P	P	P	P	P
Picture Framing as Accessory to Art Supplies Store and/or Art Gallery	A	A	A	A	A	X
Printing and Publishing	X	X	X	P	P	X
Public Storage (Mini-Storage)	X	X	X	X	C	X
Salvage Yard	X	X	X	X	X	X
Service Station	C	C	X	C	C	X
Studio (Martial Arts/Dance/Photo/Music)	X	L	L	L	L	L
Tailor	P	P	P	P	P	X
Tattoo Parlors and Body Piercing Shops	X	X	X	X	X	X
Tutoring	L	X	X	L	L	X
Veterinary Services, Domestic	X	C	X	X	P	X
Eating & Drinking Establishment	N-S	S-C	C-B	R-S	C-S	C-P
Alcohol Sales (on-sale and off-sale)	L	L	L	L	L	L

Bar, Tavern or Cocktail Lounge	X	X	L	L	X	X
Outdoor Dining	A	A	A	A	A	A
Restaurant	P	P	P	P	P	P
Retail Eating Establishment	P	P	P	P	P	P
Entertainment/Cultural	N-S	S-C	C-B	R-S	C-S	C-P
Adult Oriented Business	X	X	X	X	X	X
Amusement or Game Arcade	X	C	C	C	C	X
Auditorium, including Performing Arts Center	X	X	X	C	C	A
Concert Hall	X	C	C	C	X	X
Comedy Club	X	C	C	C	X	X
Commercial Recreation – Indoor	C	C	C	C	C	C
Commercial Recreation– Outdoor	X	C	C	C	C	X
Community Center	X	C	C	C	X	X
Cultural Institution	X	X	X	P	P	P
Fortunetelling	X	X	X	X	L	X
Golf Driving Range	X	X	X	X	C	X
Internet Arcade	X	L	X	X	L	X
Library	X	X	X	P	P	P
Lodge/Meeting Hall	X	X	P	P	P	X
Miniature Golf	X	C	X	C	C	X
Museum	X	X	P	P	P	X
Theater (theatrical and motion picture)	X	C	C	C	X	X
Office	N-S	S-C	C-B	R-S	C-S	C-P
Bank/Financial Institution (retail)	C	C	C	C	C	P
Data/Cash Processing Office	X	X	X	X	X	P
Financial Institution/ Corporate Office	X	X	X	X	X	C
Notary Public	S	S	S	S	S	P
Office, Administrative	S	S	S	S	S	P
Office, Professional	S	S	S	S	S	P
Office, Service	P	S	S	P	P	P
Stockbroker/Trader	X	X	S	X	X	P
Medical Uses	N-S	S-C	C-B	R-S	C-S	C-P
Acupuncture or Acupressure Clinic/Office	X	X	X	X	L	L
Alcoholism Hospital	X	X	X	X	C	C
Ambulance Service	X	X	X	X	C	P
Clinic (including medical, dental, psychologist, social work)	X	X	X	X	P	P
Day Treatment Hospital	X	X	X	X	C	C
Hospital (including psychiatric)	X	X	X	X	C	P
Long-Term Facility	X	X	X	X	C	C
Medical or Dental Laboratories	X	X	X	X	L	L
Nursing and Convalescent Hospital	X	X	X	X	C	L
Optometrist/Ophthalmologist	X	X	X	P	P	P
Out-Patient Facility (Drug and Alcohol)	X	X	X	X	L	L
Educational Institutions	N-S	S-C	C-B	R-S	C-S	C-P
Business College (Office or Medical/Dental)	X	X	X	X	X	C
School, Commercial	X	X	X	X	X	C
School, Driving/Traffic (passenger vehicles and motorcycles)	X	X	X	X	C	C
School, Accessory Use to Church	X	C	C	X	X	X
School, Private	C	X	X	C	C	X
School, Public	P	P	P	P	P	P
School, Vocational or Trade School	C, S	X	C, S	X	C	C, S
Swimming Pool School	P	X	X	X	X	X
Additional/Accessory Uses	N-S	S-C	C-B	R-S	C-S	C-P
Alcohol Sales	A	A	A	A	A	A
Assembly Hall	P	X	P	X	P	P
ATM Kiosk	L	L	L	L	L	L

Boarding House (see also Section 21.04.075)	X	X	X	C	C	C
Buildings Exceeding Height Limit	X	X	X	X	X	L
Community Facility	X	C	C	C	X	X
Drive-Through Business	L	L	X	L	L	X
Dump, Inert Solid	X	X	X	X	X	X
Dump, Rubbish and Refuse	X	X	X	X	X	X
General Research and Development Facility	X	X	X	L	L	L
Government or Public Facility	C	C	C	C	C	C
Government or Public Facility (owned or operated by the City of Monterey Park)	P	P	P	P	P	P
Live/Work Unit	L	X	L	L	L	X
Manufacturing, Heavy or Light	X	X	X	X	X	X
Mixed Uses (Residential & Commercial)	L	X	L	L	L	X
Parking Lot/Structure	X	X	A	A	A	A
Private Club	X	X	C	C	C	X
Public Utility Office	C	C	X	C	C	C
Public Utility Substation	X	X	X	P	P	X
Quarry	X	X	X	X	X	X
Recycling Center	X	C	X	X	C	X
Refuse Collection	X	X	X	X	X	X
Rehabilitation Facility	X	X	X	X	C	C
Religious Institution (Church/Temple/Mosque)	X	L	L	L	C	P
Single Room Occupancy	X	X	X	L	L	L
Supportive Housing	X	X	X	X	C	C
Transitional Housing	X	X	X	X	C	C
Transfer Station	X	X	X	X	X	X
Warehouse	X	X	X	X	X	X
Warehouse and Sales Outlet	X	X	X	X	X	X
Wireless Communications & Telecommunications Facility	L	L	L	L	L	L
Wholesale/Distribution	X	X	X	X	X	X

Table 21.22(C)

Nonresidential Parking Standards

Uses	Minimum Required Number of Stalls Per Gross Floor Area
Retail	
Auto Sales (New and Used)	1 space per 2,500 sq. ft. of gross site area, but not less than 8
Boat, Trailer, Motorcycle, Motor Scooter Sales	1 space per 2,500 sq. ft. of gross site area, but not less than 8
General (up to 20,000 SF)	4 spaces per 1,000 sq. ft.
Large (over 20,000 SF)	5 spaces per 1,000 sq. ft. (Parking may be determined by a parking study if mixed occupancies are included)
Plant Nursery and Garden Supply Store	1 per 1,000 sq. ft. of display area plus 1 per 500 sq. ft. of indoor display area
Service	
Adult Care Facility	1 per bed
Animal Hospital	4 per 1,000 sq. ft.
Animal Shelter	2 per 1,000 sq. ft.
Animal Grooming	4 per 1,000 sq. ft.
Appliance Repair	4 per 1,000 sq. ft.
Auto Detailing	4 spaces/service bay or 1 space per 200 sq. ft. whichever is greater
Auto Rental	4 per 1,000 sq. ft. plus 1 per rental car
Auto Repair	4 spaces/service bay or 1 space per 200 sq. ft. whichever is greater
Barber Shop & Beauty Salon	4 per 1,000 sq. ft.
Car Wash, automated	1 space for self-drying after wash tunnel
Car Wash, full service	10 spaces not counting the wash queuing area before the wash tunnel; plus a stacking area after the wash tunnel equal to five times the capacity of the tunnel
Check Cashing Facility	4 per 1,000 sq. ft.
Collection Facility	1 per 500 sq. ft.
Uses	Minimum Required Number of Stalls Per Gross Floor Area
Service (cont'd)	

Community Care Facility	As determined by a parking study
Copy Center	4 per 1,000 sq. ft.
Day Care	1 space per employee (minimum 3 spaces); plus 1 space per 10 children
Day Health Spa (excluding massage)	4 per 1,000 sq. ft.
Dry Cleaning/Laundromat	4 per 1,000 sq. ft.
Emergency Shelter	1 per 10 adult beds; plus 1 per employee on the largest shift
Extended Lodging Facility	1 per room (w/o facilities) 1.5 per room (w/facilities)
Fitness Center	4 per 1,000 sq. ft.
Gunsmith	4 per 1,000 sq. ft.
Kennel/Animal Boarding	1 per 500 sq. ft.
Hotels	1 per room (w/o kitchen facilities) 1.5 per room (w/kitchen facilities)
Locksmith/Keys	4 per 1,000 sq. ft.
Massage Establishment	5 per 1,000 sq. ft.
Mortuary/Funeral Home	1 space per 4 fixed seats, or 20 spaces per 1,000 sq. ft. of seating area if there are no fixed seats.
Motel	1 space per room
Parcel Service/Contract Postal Station	4 per 1,000 sq. ft.
Photo Processing Shop	4 per 1,000 sq. ft.
Photocopying/Reproduction	4 per 1,000 sq. ft.
Printing, Publishing, Bookbinding	2 per 1,000 sq. ft.
Service Station	4 spaces plus the spaces required for any fast food, convenience store, or other accessory use
Studio (Martial Arts/Dance/ Photo/Music)	5.5 per 1,000 sq. ft.
Tattoo Parlors & Body Piercing Shops	4 per 1,000 sq. ft.
Tutoring	4 per 1,000 sq. ft.
Veterinary Services, Domestic	4 per 1,000 sq. ft.
Eating & Drinking	
Bar, Tavern or Cocktail Lounge	10 spaces per 1,000 sq. ft.
Restaurant	10 spaces per 1,000 sq. ft.
Retail Eating Establishment—Large (dining area maximum is limited to 10% of gross floor area)	5.5 per 1,000 sq. ft.

Retail Eating Establishment—Small (less than or equal to 1,500 sq. ft. with dining area less than 50% of gross floor area)	5.5 per 1,000 sq. ft
Entertainment/Cultural	
Adult Oriented Business	As specified by a parking study
Amusement or Game Arcade	5 per 1,000 sq. ft.
Auditorium, including Performing Arts and Gymnasium	1 per 3 seats or 1 space per every 35 sq. ft. of seating area where there are no fixed seats OR as specified by a parking study
Billiards	5 per 1,000 sq. ft
Bowling Alley	3 per lane; plus the spaces required for restaurant and bar area and other uses on premises
Concert Hall	1 per 3 seats or 1 space per every 35 sq. ft. of seating area where there are no fixed seats OR as specified by a parking study
Comedy Club	1 per 3 seats or 1 per every 35 sq. ft. of seating area where there are no fixed seats OR as specified by a parking study
Commercial Recreation—Indoor or Outdoor	1 space per 4 guests based on maximum capacity, plus bus and drop-off spaces as determined for each use by the CUP
Community Center, including Senior Citizen Center	10 per 1,000 sq. ft.
Cultural Institution	As specified by a parking study
Fortunetelling	4 per 1,000 sq. ft.
Golf Course—Regulation	5 per hole; plus the spaces required for other uses on site
Golf Course—Miniature	3 per hole; plus the spaces required for other uses on site
Golf Driving Range	1 space per tee; plus the spaces required for other uses on site
Internet Arcade	5 per 1,000 sq. ft.
Library	4 per 1,000 sq. ft.
Lodge/Meeting Hall, including Clubs, Lodges, Union Halls and Similar Uses	40 spaces per 1,000 sq. ft.
Museum	4 per 1,000 sq. ft.
Outdoor Amphitheater and Stadiums	1 per 3 seats or 1 space per every 35 sq. ft. of seating area where there are no fixed seats
Theater—Single Screen	1 space per 3 fixed seats
Theater—Multi Screen	1 space per 5 fixed seats

Office	
1-3 Story Building	4 spaces per 1,000 sq. ft. (minimum 3 spaces per office unit)
4+ Story Building	3 spaces per 1,000 sq. ft.
Bank/Financial Institution (retail)	5 spaces per 1,000 sq. ft. (w/drive-in/ 6 spaces per 1,000 sq. ft.)
Data/Cash Processing Office	4 per 1,000 sq. ft.
Financial Institution/Corporate Office	4 per 1,000 sq. ft.
Notary Public	4 per 1,000 sq. ft.
Office, Administrative	4 per 1,000 sq. ft.
Office, Professional	4 per 1,000 sq. ft.
Office, Service	4 per 1,000 sq. ft.
Stock Broker/Trader	4 per 1,000 sq. ft.
Medical	
Alcoholism Hospital	3 spaces per bed (licensed bed as determined by the State)
Ambulance Service	4 per 1,000 sq. ft. plus a designated space for each ambulance
Clinic	5.5 spaces per 1,000 sq. ft.
Day Treatment Hospital	5.5 per 1,000 sq. ft.
Medical/Dental Laboratories	4 per 1,000 sq. ft.
Laboratories, wet or dry	4 per 1,000 sq. ft.
Office	5.5 spaces per 1,000 sq. ft.
Hospitals	3 spaces per bed (licensed bed as determined by the State)
Nursing/Convalescent Home	1 space per bed (licensed bed as determined by the State)
Optometrist /Ophthalmologist	4 per 1,000 sq. ft.
Optometrist w/retail	5.5 per 1,000 sq. ft.
Out-Patient Facility (Drug & Alcohol)	5.5 per 1,000 sq. ft.
Sanitariums	1 space per bed
Educational Institution	
Elementary School (Private or Parochial)	1.5 spaces per classroom; plus 1 space for every 2 employees and faculty members
Uses	Minimum Required Number of Stalls Per Gross Floor Area

Educational Institution (cont'd)	
High School (Private or Parochial)	1.5 spaces per classroom; plus 1 space for every 2 employees and faculty members; plus 1 space for every 6 students based on maximum capacity
Vocational or Trade School	3.5 spaces per 1,000 sq. ft. ; plus 3 drop-off spaces
College (Private)	3 spaces per 1,000 sq. ft.
Additional Uses	
Assembly Hall	1 per 3 seats or 1 space per every 35 sq. ft. of seating area where there are no fixed seats OR as specified by a parking study
Boarding House	1 per sleeping room
General Research and Development Facility	4 per 1,000 sq. ft.
Public Utility Substation	1 per employee; plus 1 space for vehicle used in connection with the facility
Emergency Shelter	1 space per 4 beds; plus 1 space for each staff member
Government or Public Facility	4 per 1,000 sq. ft. OR as determined by a parking study
Government or Public Facility (owned or operated by the City of Monterey Park)	As determined by a parking study
Light Manufacturing	2.5 spaces per 1,000 sq. ft., minimum 3 spaces per unit
Live/Work Unit	2 spaces per unit in a garage; plus the spaces required for nonresidential uses
Mixed Uses (Residential & Commercial)	2 covered spaces per unit, which may be in tandem; plus .5 guest spaces per unit
Private Club	10 per 1,000 sq. ft.
Religious Institution	1 space per 4 fixed seats, or 20 spaces per 1,000 sq. ft. of seating area if there are no fixed seats.
Research and Development	1 space per 400 sq. ft.
Public-Storage (Mini-Storage)	1 space per 4,000 sq. ft. of leasable area
<i>Supportive Housing</i>	
(3 or fewer bedrooms)	2 enclosed garage spaces, plus 1 guest space per 2 dwelling units or 0.3 spaces per bed in dormitory housing
4 or more bedrooms	2 enclosed garage spaces, plus 1 guest space per 1 dwelling unit or 0.3 spaces per bed in dormitory housing
Swimming Pool (School)	1 space per 1,000 sq. ft. + 0.5 space per employee OR 1 space per 100 sq. ft. of water surface area, whichever is greater
<i>Transitional Housing</i>	

3 or fewer bedrooms	2 enclosed garage spaces, plus 1 guest space per 2 dwelling units or 0.3 spaces per bed in dormitory housing
4 or more bedrooms	2 enclosed garage spaces, plus 1 guest space per 1 dwelling unit or 0.3 spaces per bed in dormitory housing

RESOLUTION NO.

A RESOLUTION RECOMMENDING THAT CITY COUNCIL ADOPT AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE ("MPMC") CHAPTERS 21.30 REGARDING REGULATION OF NONCONFORMING USES.

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 regulation of nonconforming uses;
- B. On September 13, 2016, Community and Economic Development Department presented draft regulations to the Planning Commission for consideration. The Planning Commission provided direction for improving the regulations. 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 13, 2016;
- E. On September 13, 2016, the Planning Commission held a public hearing 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 13, 2016, hearing including, without limitation, the staff report submitted by the Community and Economic Development Department.

SECTION 2: *Environmental Assessment.* Because of the facts set forth in Section 2, the proposed Ordinance is exempt from further environmental review under the

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RESOLUTION NO.
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California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) because the proposed Ordinance constitutes only minor revisions and clarifications to existing regulations and specification of procedures related thereto; and consists of actions taken to assure the maintenance, protection and enhancement of the environment. The Ordinance, therefore, does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt from further CEQA review under 14 California Code Regulations §§ 15301, 15305, and 15308.

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. According to the General Plan Land Use Element, religious institutions are considered appropriate uses in the mixed-use I and II areas. The proposed code amendments are minor changes intended to ensure that the religious institution regulations are consistent with federal and state laws. The proposed code amendment is intended to clarify existing definitions and code provisions relative to assembly uses.

SECTION 4: Recommendations. 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.

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.

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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 13th day of September 2016.

I hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Monterey Park at the regular meeting held on the 13th day of September 2016, by the following vote of the Planning Commission:

AYES:
NOES:
ABSTAIN:
ABSENT:

Ricky Choi, Chairperson
City of Monterey Park Planning Commission

ATTEST:

Michael Huntley, Secretary

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

By:  for
Karl H. Berger, Assistant City Attorney

EXHIBIT A

Chapter 21.30 NONCONFORMING USES, BUILDINGS AND STRUCTURES

21.30.010 Purpose.

This chapter establishes regulations for legal nonconforming land uses, structures, and parcels. These are land uses, structures, and parcels within the City that were lawfully established, constructed, or subdivided before the adoption or amendment of this code, but which would be prohibited, regulated, or restricted differently under the current terms of this code or its amendments. This chapter is intended to encourage the City's continuing improvement by limiting the extent to which nonconforming structures and uses may continue to be used, expanded, or replaced, while improving the health, safety, and welfare of all residents without creating an economic hardship for individual property owners or business owners. (Ord. 2097 § 3, 2013)

21.30.020 Establishment of Nonconforming Status.

(A) Applicability. Nonconforming uses, structures and lots within the City may continue to be used, and may be maintained, altered, expanded, reconstructed, or replaced only as allowed by this chapter.

(B) This chapter does not apply to any nonconforming structures owned in whole or part by the City. Nothing in this chapter is intended to, nor can it, require the City to remove a publicly owned nonconforming structure or use.

(C) Legal Nonconforming Use. An existing use, structure, or lot is deemed to be "legal nonconforming" if, prior to its establishment, such use, structure, or lot was established or created in full conformance with applicable regulations in effect at the time of such establishment or creation.

(D) Restrictions and conditions affecting nonconforming uses, structures, and lots apply to that use, building, and structures, and are not affected by ownership changes. (Ord. 2097 § 3, 2013)

21.30.030 Continued Use After Damage or Destruction.

(A) Unless otherwise provided by applicable law, a nonconforming residential use occupying a structure that is damaged or destroyed by fire, earthquake, or other calamity beyond the property owner's control may be reestablished.

(B) Unless otherwise provided by applicable law, a nonconforming nonresidential use occupying a structure that is damaged or destroyed by fire, earthquake, or other calamity beyond the property owner's control may be reestablished with a conditional use permit. (Ord. 2097 § 3, 2013)

21.30.040 Voluntary Demolition of Structure.

A nonconforming use which occupies a structure that is voluntarily demolished or demolished because of a maintenance failure or other neglect can be replaced only with a use that fully complies with all applicable provisions of this code. (Ord. 2097 § 3, 2013)

21.30.050 Conditional Use Permit.

(A) A use that is nonconforming use may not be altered or enlarged unless a conditional use permit is first obtained. because it lacks a conditional use permit may continue only to the extent that it previously existed. Any change to such use requires a conditional use permit. There shall be no expansion of a nonconforming use or the building that houses a nonconforming use onto an adjacent or abutting lot or parcel of land.

(B) A nonconforming use previously allowed by a conditional use permit but is no longer permitted by this code within the applicable zoning district can continue in operation, but only in compliance with all provisions of the original conditional use permit. (Ord. 2097 § 3, 2013)

21.30.060 Continuation and Maintenance.

A nonconforming nonresidential use, structure, or lot may continue to be used provided no alterations, expansions, or intensification of uses are made, except as permitted by Sections 21.30.070 through 21.30.110. (Ord. 2097 § 3, 2013)

21.30.070 Allowable Changes.

(A) **Enlargement or Expansion.** A nonconforming use cannot be expanded or increased to occupy a greater floor area or portion of the site that it lawfully occupied before becoming a nonconforming use. Alterations which do not increase or expand a nonconforming use may be approved.

(B) **Extended Hours.** The hours of business for a nonconforming use may be expanded to operate under extended business hours with a conditional use permit.

(C) No nonconforming use can be changed to a less restrictive nonconforming use. (Ord. 2097 § 3, 2013)

21.30.080 Abandonment.

A nonconforming use that is voluntarily discontinued or ceases operations for a continuous period of twelve (12) months or more cannot be reestablished on the site. Any further use of an existing structure onsite must be used in conformity with all applicable provisions of this code. (Ord. 2097 § 3, 2013)

21.30.090 Nonconforming Structure.

(A) Expansions. A nonconforming structure cannot be expanded, except as required by law, unless such expansion results in elimination of the nonconformity.

(B) Maintenance, Repair, and Alterations. A nonconforming structure may be regularly maintained and repaired. Alterations without expansion are permitted if they improve the appearance or stability of the structure.

(C) A building or structure which does not conform to the yard regulations applicable to the zone in which the building or structure is located may be structurally altered when:

(1) The alteration causes the building or structure to conform to the applicable yard regulations;

(2) The alteration or expansion does not project into any required yard; or

(3) The alteration or expansion is an extension of that portion of the existing building or structure that encroaches into a required yard; however, the alteration or expansion cannot extend into the required yard farther than the existing portion and cannot have an area greater than fifty (50) percent of the area of the existing portion within the required yard. This allowance may only be utilized once on a property; future alterations or expansions after the initial fifty (50) percent allowance has been used on a property may not further encroach into the required yard. (Ord. 2097 § 3, 2013)

21.30.100 Reconstruction of Multifamily Residential Structures.

Except as otherwise provided by applicable law, a residential nonconforming structure containing two or more dwelling units that is damaged or destroyed by fire, earthquake, or other calamity beyond the property owner's control may be reconstructed in compliance with this code as follows:

(A) The replacement structure contains at most the same number of dwelling units and floor area as the damaged structure;

(B) The replacement structure complies with all other applicable provisions of this code to the maximum extent feasible;

(C) Reconstruction or rebuilding of the structure will not be detrimental or injurious to the health, safety, or general welfare of the persons residing or working in the neighborhood, and will not be detrimental or injurious to the property and improvements in the neighborhood; and

(D) A complete application for reconstruction is submitted within twelve (12) months of the date of the damage, and reconstruction is commenced within one hundred and eighty (180) days of land use permit approval. (Ord. 2097 § 3, 2013)

21.30.110 Reconstruction of Single-Family Dwellings and Nonresidential Structures.

Except as otherwise provided by applicable law, a damaged single-family dwelling or nonresidential structure that is damaged or destroyed by fire, earthquake, or other calamity beyond the property owner's control may be reconstructed in compliance with this code as follows:

(A) Less Than Fifty (50) Percent Destruction. A structure with less than fifty (50) percent or more of the total length of its original exterior walls remaining in place after the damaging event, requiring no replacement, may be reconstructed provided that:

(1) The reconstructed structure occupies the same footprint or decreases the nonconformity of the structure, and is of no greater height than the original structure; and

(2) A complete application for reconstruction is submitted within twelve (12) months of the date of the damage, and reconstruction is commenced within one hundred and eighty (180) days of land use permit approval.

(B) More Than Fifty (50) Percent Destruction. A structure that is damaged so that more than fifty (50) percent of the total length of its original exterior walls must be replaced may be reconstructed provided that:

(1) The structure must be rebuilt to comply with the City's design standards to the extent feasible; and

(2) The reconstructed structure must be provided at least as much parking as previously existed and as much as determined by the City Planner to be feasible.

(C) Replacement After Demolition. A nonconforming structure that is completely destroyed can be replaced only with a structure that complies with all applicable provisions of this code. (Ord. 2097 § 3, 2013)

21.30.120 Nonconforming Fences and Walls.

Nonconforming fences and walls cannot be expanded or altered unless they are altered to conform with this code. (Ord. 2097 § 3, 2013)

21.30.130 Historic Properties.

Based on substantial evidence, the Planning Commission can find that a national, State, or local designated historic use or structure is nonconforming and exempt from this chapter. (Ord. 2097 § 3, 2013)

21.30.140 Nonconforming Lot.

(A) Allowed Use of a Nonconforming Parcel. A parcel that does not comply with the applicable requirements of this code for minimum lot area, dimensions, or access, is considered

to be a legal building site for the purposes of development or the establishment of a new land use only if the parcel was previously a legal lot of record.

(B) Development and Use Standards. Any proposed development or use of a nonconforming parcel must comply with all applicable requirements of this code.

(C) Further Division Prohibited. A nonconforming parcel cannot be further subdivided. Its boundaries may be changed through a lot line adjustment only if the extent of the nonconformity remains unchanged or is reduced.

(D) This section shall supersede any prior code provisions, regulations, specific plans, or precise plans to the contrary. (Ord. 2097 § 3, 2013)

21.30.150 Abatement and Termination.

(A) Generally. Nonconforming uses, buildings or structures are subject to abatement and termination of usage, in the manner described in this section.

(B) Applicability. Whenever any of the following facts are found by the City Planner to exist in reference to a nonconforming use, building or structure, the same is automatically deemed abated and any such use must be terminated, except as expressly provided in this chapter.

(1) Violation of any applicable law;

(2) A change from a nonconforming use to another nonconforming use, unless a conditional use permit allowed for the change of such nonconforming use;

(3) An increase or expansion of the area, space or volume of the building, structure, or land occupied by, or devoted to a nonconforming use, except as otherwise permitted by this chapter;

(4) Abandonment of a nonconforming use pursuant to Section 21.30.080 subsection (A) of this section are found to exist by the City Planner, the City Planner must give notice of the abatement to the owner setting out the facts supporting such abatement and making an order as necessary to cause the building or use to become immediately conforming. For purposes of this chapter, an owner means the owner, as shown on the last equalized assessment rolls, and the occupant of the building. The order is final and conclusive, and must be complied with, within thirty (30) days after the mailing, in the absence of an appeal, as provided in subsection (C) of this section.

(C) Public Hearing. An appeal may be filed with the secretary of the Planning Commission within thirty (30) days after the mailing of such order by the City Planner. Any person who is the owner or has possession of the property to which such order relates may file an appeal on an application form provided by the City Planner. Each such appeal application must be accompanied by a filing and processing fee in the amount set by resolution of the City

Council. Upon receipt of an appeal, the Planning Commission will conduct a public hearing thereon. Notice thereof must be given in the manner prescribed in Section 21.32.070. At the time and place set for the hearing, the Planning Commission must give the appellant a reasonable opportunity to be heard. In making its determination, the Planning Commission shall consider the date the buildings or structures were constructed or use commenced; the original cost thereof; whether such cost has been, or could have been, recovered by the owner under generally accepted accounting practices; and whether it is feasible to relocate such buildings or structures. Based upon such evidence, the Planning Commission will determine whether such nonconforming use, structure, or building should be abated. The Planning Commission may also, at its discretion, grant an extension of time for the abatement of a nonconformity where it finds that an unreasonable hardship would otherwise be imposed on the property owner. The Planning Commission's decision shall be final and conclusive in the absence of an appeal to the City Council in the time and manner set forth Chapter 21.32.

(D) Findings and Decisions. The decision of the Planning Commission and the findings in support of the decision must be in the form of a written order and must be delivered to the appellant pursuant to Section 21.32.100. (Ord. 2097 § 3, 2013)

21.30.160 City Removal.

If removal of a nonconforming use, structure, or building is not performed by the date specified in the order issued by the City Planner, Planning Commission, or City Council, as the case may be, the City may remove the nonconforming use, structure or building and charge the property owner or record a lien on the subject property for the cost of the removal. (Ord. 2097 § 3, 2013)

21.30.170 Public Utilities Exempted.

The foregoing provisions of this chapter concerning the required removal of nonconforming buildings and structures and uses, and the reconstruction of nonconforming buildings and structures partially destroyed, shall not apply to public utility buildings and structures when such buildings and structures pertain directly to the rendering of the service or distribution of a utility, such as steam electric-generating stations, electrical distribution and transmission substations, communications equipment buildings, water wells and pumps, gas storage, metering and valve control stations; nor shall any provision of this chapter be construed or applied so as to prevent the expansion, modernization or replacement of such public utility buildings, structures, equipment and facilities, as are used directly for the delivery of or distribution of the service, provided that buildings, structures or uses not immediately related to the direct service to consumers, such as warehouses and storage yards are not exempt. (Ord. 2097 § 3, 2013)

EXHIBIT B

Draft City Council Ordinance

ORDINANCE NO.

**AN ORDINANCE AMENDING TITLE 21 OF THE MPMC
REGARDING REGULATION OF ASSEMBLY-TYPE USES**

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

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

- A. On September 22, 2010, the United States Department of Justice issued a statement summarizing the history and purpose of the land use provisions of the Religious Land Use and Institutionalized Persons Act (RLUIPA). The Statement reads, in pertinent part, as follows:

"The Religious Land Use and Institutionalized Persons Act (RLUIPA), 42 U.S.C. § 2000cc, *et seq.*, is a civil rights law that protects individuals and religious institutions from discriminatory and unduly burdensome land use regulations. After hearings in which Congress found that religious assemblies and institutions were disproportionately affected, and in fact often were actively discriminated against, in local land use decisions, Congress passed RLUIPA unanimously in 2000. President Clinton signed RLUIPA into law on September 22, 2000.

- B. Congress found that zoning authorities were frequently placing excessive or unreasonable burdens on the ability of congregations and individuals to exercise their faith with little to no justification and in violation of the Constitution. Congress further found that religious institutions often faced both subtle and overt discrimination in zoning, particularly minority, newer, smaller, or unfamiliar religious groups and denominations.
- C. Congress also found that, as a whole, religious institutions were treated worse than comparable secular institutions by MPMCs and zoning authorities. As RLUIPA's Senate sponsors, Senator Hatch and the late Senator Kennedy, said in their joint statement issued upon the bill's passage: "Municipal Codes frequently exclude churches in places where they permit theaters, meetings halls, and other places where large groups of people assemble for secular purposes.... Churches have been denied the right to meet in rented storefronts, in abandoned schools, in converted funeral homes, theaters, and skating rinks—in all sorts of buildings that were permitted when they generated traffic for secular purposes."
- D. Congress further found that zoning authorities frequently were placing

excessive burdens on the ability of congregations and individuals to exercise their faiths without sufficient justification, in violation of the Constitution.

- E. RLUIPA provides a number of important protections for the religious freedom of persons, places of worship, religious schools, and other religious assemblies and institutions, including:
1. Protection against substantial burdens on religious exercise: Section 2(a) of RLUIPA prohibits the implementation of any land use regulation that imposes a 'substantial burden' on the religious exercise of a person or institution except where justified by a 'compelling governmental interest' that the government pursues in the least restrictive way possible.
 2. Protection against unequal treatment for religious assemblies and institutions: Section 2(b)(1) of RLUIPA provides that religious assemblies and institutions must be treated at least as well as nonreligious assemblies and institutions.
 3. Protection against religious or denominational discrimination: Section 2(b)(2) of RLUIPA prohibits discrimination 'against any assembly or institution on the basis of religion or religious denomination.'
 4. Protection against total exclusion of religious assemblies: Section 2(b)(3)(A) of RLUIPA provides that governments must not totally exclude religious assemblies from a jurisdiction.
 5. Protection against unreasonable limitation of religious assemblies: Section 2(b)(3)(B) of RLUIPA provides that government must not unreasonably limit 'religious assemblies, institutions, or structures within a jurisdiction.'
- F. Under RLUIPA, a religious assembly use cannot be treated on a less-than-equal basis as compared to a non-religious use in the same zone if the two uses cannot be distinguished on the basis of accepted zoning criteria that define the zone. Accepted zoning criteria are the objective characteristics of a particular use that determine whether a use should be excluded from a zone, given the purpose for which the zone was established.

SECTION 2: *Zoning Regulation Findings.* Based on the facts and evidence set forth herein, in the accompanying staff report, and in the record as a whole, the City Council finds as follows:

- A. In light of RLUIPA and several published judicial opinions related thereto, minor amendments to the City's zoning regulations are necessary to ensure that religious assemblies and institutions are not treated on less than equal terms with secular assemblies and institutions in the same zoning district;
- B. This proposed Ordinance will not adversely affect any property in the City as to value or precedent, and will not be detrimental to any area of the City; and
- C. This Ordinance promotes public health, safety and general welfare.

SECTION 3: Pursuant to Monterey Park Municipal Code ("MPMC") § 21.38.050, the City Council finds as follows:

- A. The proposed amendment to the MPMC is consistent with the goals, policies and objectives of the General Plan. According to the General Plan Land Use Element, religious institutions are considered appropriate uses in Mixed-Use I and II land use areas and the proposed code amendment will allow religious institutions to be treated similar to other comparable land uses allowed in the Mixed-Use I and II land use areas.
- B. The proposed amendment to the MPMC will not adversely affect surrounding properties. The proposed code amendment will allow religious institutions to be treated similar to comparable uses and not be more restrictive.
- C. The proposed amendment to the MPMC promotes public health, safety, and general welfare and serves the goals and purposes of the MPMC. As amended, the regulations set forth in the MPMC will continue to promote the public health, safety, and general welfare while serving the goals and purposes of the MPMC. The proposed code amendment is a minor update to the MPMC to treat religious institutions similar to comparable uses. The MPMC currently provides regulations for religious institutions; the proposed code amendment further clarifies the regulations for religious institutions.

SECTION 4: Table 21.10(A) (Permitted Uses in Commercial Zones) of Title 21 of the MPMC is amended in its entirety as set forth in attached Exhibit A, which is incorporated by reference.

SECTION 5: Subparagraph (CC) of section 21.10.040 of the MPMC is deleted and the remaining subparagraphs in that section are to be renumbered accordingly.

SECTION 6: Table 21.22(C) (Nonresidential Parking Standards) of Title 21 of the

MPMC is amended in its entirety as set forth in attached Exhibit A, which is incorporated by reference.

SECTION 7: *Environmental Review.* The City Council finds and determines that this ordinance is not subject to the California Environmental Quality Act (California 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 8: *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 9: *Enforceability.* Repeal 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 10: *Validity of Previous Code Sections.* If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the MPMC or other city ordinance by this Ordinance will be rendered void and cause such previous MPMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 11: *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 12: 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 13: This Ordinance will take effect on the 31st day following its final passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2016

Mitchell Ing, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM
MARK D. HENSLEY, City Attorney

By: DK for
Karl H. Berger,
Assistant City Attorney

ORDINANCE NO. _____

**AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE
CHAPTER 21.34 REGULATING WIRELESS TELECOMMUNICATIONS
FACILITIES WITHIN THE CITY OF MONTEREY PARK**

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

SECTION 1: *Zoning Code Text Amendment Findings.* As required by Monterey Park Municipal Code ("MPMC") Section 21.38.050, the City Council finds as follows:

- A. That the proposed amendments are consistent with the goals, policies and objectives of the General Plan because it is a goal of the Land Use Element of the General Plan to maintain the quality and character of Monterey Park's commercial districts. The proposed code amendments are minor changes intended to ensure that the wireless telecommunication facilities regulations are consistent with federal and state laws. The proposed code amendment is intended to clarify existing definitions and code provisions relative to wireless telecommunication facilities;
- B. That the proposed amendments will not adversely affect surrounding properties because the proposed amendments encourages collocations and wireless facilities that blend with the existing surroundings and not adversely impact the environment, properties and other local values; and
- C. That the proposed amendments promote public health, safety and general welfare and serves the goals and purposes of the Zoning Code because the proposed amendments serve to accommodate new wireless technologies and continued improvements to existing wireless communications facilities while minimizing any visual, structural, and safety impacts.

SECTION 2: Chapter 21.34 of the MPMC is amended to add a new section, Section 21.34.015, to read as follows:

"21.34.015 Definitions.

Unless otherwise specifically defined within this chapter, the defined terms in 47 U.S.C. § 1455, 47 CFR § 1.400001(b)(5), and Government Code 65964.1, and any amendments to such sections, are used in this chapter."

SECTION 3: Section 21.34.020 of the MPMC is amended to read as follows:

"21.34.020 Wireless Telecommunications Facilities on Private Property.

(A) No person may erect, construct, install, operate, or maintain any Wireless Telecommunications Facility in, on, under, over or above private property (including public property not in the public right-of-way), except as authorized pursuant to this code.

(B) A Wireless Telecommunications Facility permit is required for any Wireless Telecommunications Facility. Consideration of a Wireless Telecommunications Facility permit application will be conducted by the City Planner or the ~~Planning Commission~~**City Council**. Wireless Telecommunications Facility permit applications will be processed based upon, and the review authority for the application based upon, the ~~classification of Antennas~~ **Classes defined in Chapter 21.04 of this code**. Although classifications are assigned at the time of submission of the application, a re-evaluation of Antenna classifications may occur at any point in the application review process, including at the time of review by the City Planner, ~~Planning Commission~~ or City Council.

(1) Residential Zones: Class 1, Class 4, Class 5, Class 6 and Class 7 Antennas, as defined by Chapter 21.04 of this code, must be presented to the ~~Planning Commission~~**City Council**. Class 3 Antennas, as defined, may be presented to the City Planner.

(2) Non-Residential Zones: Class 1, Class 3, and Class 4 Antennas, as defined by Chapter 21.04 of this code, may be presented to the City Planner. Class 5, Class 6 and Class 7 Antennas, as defined, must be presented to the ~~Planning Commission~~**City Council**.

(3) Class 2 Antennas (Co-Located Antennas), as defined by Chapter 21.04 of this code, must be presented to the same body that initially reviewed the underlying base Wireless Telecommunications Facility upon which the Co-Location is proposed. ~~Co-Located facilities are deemed a permitted use if the underlying base facility was subject to a discretionary permit and was subject to either an EIR, mitigated negative declaration or a Negative Declaration.~~ they meet all of the requirements established by pursuant to California Government Code Section 65850.6; and, as such, may be presented to the City Planner for approval. However, those Class 2 Antennas that do not meet the requirements of Government Code Section 65850.6 must be presented to the City Council. Such Co-Located facilities require a Wireless Telecommunications Facilities permit, with modified review pursuant to this chapter.

(4) All Antenna applications requesting heights exceeding the height limitation of the requested zone must be presented to the ~~Planning Commission~~**City Council**.

(5) Antennas other than Classes 1 through 7 must be submitted to the ~~Planning Commission~~**City Council** and must obtain a Variance.

(C) The Community Development Director may approve a permit for placement of a Temporary Emergency Use Antenna. The permit must contain conditions for removal of the Temporary Emergency Use Antenna as soon as possible after the conclusion of the emergency.

(D) For Wireless Telecommunications Facilities applications subject to review by the City Planner, a Wireless Telecommunications Facility permit may be granted pursuant to the procedure provided in Section 21.32.080, so long as all application requirements have been fulfilled and all of the findings required by this chapter have been made.

(E) The review authority will consider all competent evidence presented for and against the Wireless Telecommunications Facility application. The standards required by this chapter will be imposed as conditions of approval for all Wireless Telecommunications Facility permits granted by the review authority. Further conditions of approval of Wireless Telecommunications Facility permits may be imposed as are necessary to minimize environmental, aesthetic, and public safety impacts. The review authority must make findings of fact and determinations in writing. A copy of the findings of fact and determinations must be mailed to the applicant, and any persons expressing an interest in the application who submitted their correct mailing addresses. A decision of the ~~review authority~~ City Planner will become final fifteen (15) days following the date of the decision, unless an appeal to the ~~Planning Commission~~ or the City Council is filed as provided in Chapter 21.32 Permit Procedures. Any decision of the City Council is final.

(F) Except for Class 2 Co-Located facilities on which the base facility meets the requirements of California Government Code Section 65850.6, and Class 3 Temporary Antenna Facilities, prior to the issuance of a Wireless Telecommunications Facility permit, the review authority must make all of the following findings:

- (1) To the maximum extent reasonably feasible, the proposed Wireless Telecommunications Facility has been designed to achieve compatibility with the community;
- (2) Alternative configurations will not increase community compatibility or are not reasonably feasible;
- (3) Alternative locations on the site will not increase community compatibility or are not reasonably feasible;
- (4) The location of the Wireless Telecommunications Facility on alternative sites will not increase community compatibility or is not reasonably feasible;
- (5) The facility is necessary to close a significant gap in coverage;
- (6) The applicant has submitted a statement of its willingness to allow other carriers to Co-Locate on the proposed Wireless Telecommunications

Facility wherever technically and economically feasible and where Co-Location would not harm community compatibility;

(7) Noise generated by the facility will be in compliance with Chapter 9.53; and

(8) The facility complies with all of the requirements of State and federal laws, regulations and orders.

(G) If the application is denied by the review authority, the review authority must issue a written denial to the applicant containing an explanation of reason(s) for such denial which cites to substantial evidence contained in the written record of the hearing or administrative record.

(H) Requests for Wireless Telecommunications Facilities permits must be made on forms prescribed by the City Planner and submitted to the Community Development Department. The City Planner may amend application requirements from time to time, as necessary to comply with applicable laws and regulations, or to otherwise ensure the provision of information necessary and useful to the evaluation of Wireless Telecommunications Facility permit applications. In addition to the application submittal requirements for permits set forth in this chapter, the supplemental information listed below is also required at the time a Wireless Telecommunications Facility permit application is submitted to the Community Development Department.

(1) Applications for all proposed locations must include:

(a) An accurate map, compatible with the City's latest version of GIS mapping software, indicating the proposed site and detailing existing Wireless Telecommunications Facility locations owned and operated by the applicant within the City on the date of application submittal.

(b) An engineering certification demonstrating planned compliance with all existing federal radio frequency emissions standards, and providing technical data sufficient to justify the proposed height of the proposed Wireless Telecommunication Facility.

(c) An alternative configuration analysis, as deemed necessary by the City Planner, assessing the feasibility of alternative Wireless Telecommunications Facility construction configurations, both at the proposed site and in the surrounding vicinity, which would result in a more visually compatible Antenna(s). This analysis must include an explanation of why other Wireless Telecommunications Facility construction configurations were not selected by the applicant.

(d) A projection of the applicant's anticipated future Wireless Telecommunications Facility siting needs within the City, which information may be used by the City as part of a master planning effort designed to ensure a more planned, integrated and organized approach to Wireless Telecommunications Facility siting.

(e) An identification of the geographic service area for the subject installation, including a map showing all of the applicant's existing sites in the local Service Network associated with the coverage gap the Wireless Telecommunications Facility is meant to close, and describing how the coverage gap will be filled by the proposed installation.

(f) An accurate visual impact analysis showing the maximum silhouette, viewshed analysis, color and finish palette and proposed screening for the Wireless Telecommunications Facility. The analysis must include photo simulations and other information as necessary to determine the visual impact of the Wireless Telecommunications Facility. A map depicting where the photos were taken must be included. The analysis must include a written description of efforts to blend the Wireless Telecommunications Facility with the surrounding area.

(g) The height and diameter of the facility, together with evidence that demonstrates that the proposed Wireless Telecommunications Facility has been designed to the minimum height and diameter required from a technological standpoint for the proposed site. If the facility will exceed the maximum permitted height limit, a discussion of the physical constraints (topographical features, etc.) making the additional height necessary must be provided.

(h) A description of the maintenance and monitoring program for the Wireless Telecommunications Facility and associated landscaping.

(i) A written statement of the applicant's willingness to allow other carriers to Co-locate on the proposed Wireless Telecommunications Facility wherever technically and economically feasible and aesthetically desirable.

(j) A written description of any good faith efforts to Co-locate the proposed Wireless Telecommunications Facility on another site or building, including a GIS compatible map of the sites and engineering information or letters from the owners of the site describing why Co-Location would not be feasible.

(k) An alternative site analysis, assessing the feasibility of alternative sites, including the potential for Co-Location, in the vicinity of the proposed site, as deemed necessary by the City Planner. Said alternative site analysis must specifically include an evaluation of the availability and feasibility of potential alternative sites located outside a Residential Zone. The alternative site analysis must include a map that shows other potential stand alone locations for the proposed Wireless Telecommunications Facility that have been explored, and must describe why the proposed location is superior to other potential locations. Factors that must be considered in the alternative site analysis include, without restriction, cost, visual benefits and detriments of alternative sites, and proximity to dwellings.

(l) A written description of all Accessory Wireless Equipment for the Wireless Telecommunications Facility, including a description of the function of the accessory equipment and the need to locate the accessory equipment on or near the Wireless Telecommunications Facility.

(m) A written description of any requested exceptions to the standards set forth in this chapter, and the reasons for the request.

(n) Noise/acoustical information derived from the manufacturer's specifications for all equipment such as air conditioning units and back-up generators, and a depiction of the equipment location in relation to adjoining properties.

(o) A conceptual landscape plan as determined necessary by the City Planner. The plan must show all existing trees and all proposed landscaping, concealment, screening and proposed irrigation with a discussion of how the chosen material at maturity will screen the site as determined by the City Planner.

(p) The City Planner may require additional information related to topography, including slopes, contours and proposed grading.

(q) Any other information determined necessary by the City Planner may be required through the City's Wireless Telecommunications Facility permit application form.

(2) Applications requiring Planning Commission City Council review must also include certified public notice mailing labels for all owners of real property as shown on the latest equalized assessment roll within a five hundred (500) foot radius of the exterior boundaries of the real property that is the subject of the hearing, except that if such property is owned by the applicant, the owners of contiguous real property to that owned by the applicant must also be given notice, as well as any parties who have requested notice of applications for the installation of such facilities, and such additional persons or parties as the City may determine appropriate based on the specific location and character of the proposed Wireless Telecommunications Facility. A notification, three feet in height and four feet in width, must also be posted by the applicant for thirty (30) days at the site where the Wireless Telecommunications Facility is proposed for installation and notice must be mailed to all required property owners and parties at least thirty (30) days before the hearing. A property ownership map keyed to the mailing labels must be included. If additional mailed notice is required, it is the responsibility of the applicant to provide certified public notice mailing labels for all owners of real property as shown on the latest equalized assessment roll within an area determined by the Community Development Director to be directly affected by the request and to provide a property ownership map keyed to the mailing labels.

(3) All notices must provide a brief description of the proposed Wireless Telecommunications Facility, a map indicating the proposed installation

site, information describing the Wireless Telecommunications Facility permit review process, and the name and telephone number of a person who will be available during business hours to respond to questions from the public. During the notification period, interested persons may contact the Community Development Department to review the proposed location of the facility and express any comments or concerns related to the application.

(I) If the City Planner determines the need to hire an independent, qualified consultant to evaluate technical and other aspects of the application, the applicant must provide the City with written authorization for the hiring. The authorization must include a written agreement by the applicant to advance or promptly reimburse the City for all reasonable costs associated with the consultation. In the alternative, the City Planner may require the applicant to submit a cash deposit for the estimated cost of such consultation, and to replenish the deposit if consumed by reasonable costs associated with the consultation. The consultation is intended to be a site-specific review of technical aspects of the proposed Wireless Telecommunications Facility and may address any or all of those aspects, not limited to the following:

- (1) Compliance with applicable Radio Frequency emission standards;
- (2) Height analysis;
- (3) Configuration;
- (4) The appropriateness of granting any requested exceptions;
- (5) The accuracy and completeness of submissions;
- (6) The applicability of analysis techniques and methodologies;
- (7) The validity of conclusions reached;
- (8) Any specific technical issues designated by the city.

(J) If a permittee proposes any modifications to any Wireless Telecommunications Facility permit after the permit is granted, the permittee must submit an application to the Community Development Department for consideration by the approval body specified in this chapter. The City and the approval body may not accept or process a modification application until the permittee first (i) demonstrates the existing Wireless Telecommunications Facility's compliance with all applicable local requirements; and (ii) certifies that the existing Wireless Telecommunications Facility complies with all applicable State, and federal requirements.

(K) The City Planner must approve any request for a modification of a Wireless Telecommunications Facility submitted pursuant to subsection (J) if it does not substantially change the physical dimensions of the existing Wireless Telecommunications Facility, does not increase the height or bulk of the Wireless Telecommunications Facility or Accessory

Wireless Equipment, and does not change the location of such equipment or facilities.

(L) Unless otherwise required by California Government Code section 65964(b), and as that section may be hereafter amended, a Wireless Telecommunications Facility permit may not have a duration longer than ten (10) years.

(M) In addition to any other permit fees required by this code, each applicant must pay a nonrefundable Wireless Telecommunication Facility application processing fee, in an amount set by resolution of City Council, to defray the City's direct and indirect costs for review of the application. An annual nonrefundable renewal fee will also be charged to defray associated costs of investigation, inspection and enforcement.

(N) Any Wireless Telecommunications Facility that is lawfully constructed, erected, or approved prior to the effective date of the ordinance adopting this section, in compliance with all applicable laws, and which facility conforms to the requirements of this chapter, will be accepted and allowed as a legal nonconforming use. Such facilities must comply at all times with the laws, ordinances, and regulations in effect at the time the application for the facility was deemed complete, and any applicable federal and State laws as they may be amended or enacted, and must at all times comply with any conditions of approval. Any legal nonconforming facility that fails to comply with applicable laws, ordinances, regulations, or the conditions of approval; increases or expands the use of the Wireless Telecommunications Facility; or ceases use of the Wireless Telecommunications Facility for more than ninety (90) days will become an illegal nonconforming Wireless Telecommunications Facility and will be subject removal as set forth in this code.

(O) Application Review.

(1) The timeframe for the City's review of an application begins to run when the application is submitted, but is tolled if the City finds the application incomplete and timely requests the applicant submit additional information to complete the application. The City must make such requests within 30 days of the initial submission of the application. After the applicant submits the additional information, the City will notify the applicant within 10 days of this submission if the additional information failed to complete the application, in which case, the City's timeframe for review remains tolled until the application is deemed complete.

(2) The time limits for processing Wireless Telecommunications Applications must comply with federal and state laws including, without limitation, Section 1455 of Title 47 of the U.S. Code, Section 1.40001(b)(5) of Title 47 of the Code of Federal Regulations, Chapter

1, Subchapter A, Part 1, Subpart CC, and Section 69564.1 of the Government Code. A city council resolution memorializing the processing time periods set forth in applicable law may be adopted to ensure timely compliance

(3) If the City denies a wireless telecommunication facility application, the City will notify the applicant of the denial in writing of the reasons for the denial."

SECTION 4: *Environmental Review.* The City Council finds that this ordinance does not have the potential to cause significant effects on the environment and, therefore, the project is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. § 15061(b)(3). The ordinance amends the Monterey Park Municipal Code to codify existing state and federal regulations relating to the processing of applications for wireless telecommunications facilities in the City. The ordinance does not portend any development or changes to the physical environment. Following an evaluation of possible adverse impacts, it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment. In addition to the foregoing general exemption, the following categorical exemptions apply: 14 Cal. Code Regs. § 15307 (actions taken for protection of natural resources) and § 15308 (actions taken for protection of the environment).

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

SECTION 6: Repeal or amendment of any provision of the Monterey Park Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this ordinance.

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

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

SIGNED AND APPROVED this ____th day of _____, 2016.

Mitchell Ing, Mayor

ATTEST:

Vincent D. Chang, City Clerk

I HEREBY CERTIFY that the above and foregoing ordinance was duly passed and adopted by the Monterey Park City Council at its regular meeting held on the ____th day of _____, 2016, by the following vote, to wit:

AYES;
NOES;
ABSENT:

Vincent D. Chang, City Clerk

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

By:  for _____
Karl H. Berger
Assistant City Attorney

ATTACHMENT 3

City Council Minutes, October 5, 2016

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
OCTOBER 5, 2016**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, October 5, 2016 at 7:00 p.m.

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

CALL TO ORDER:

Mayor Ing called the meeting to order at 7:04 p.m.

FLAG SALUTE:

The Monterey Park Fire Explorers led the flag salute.

ROLL CALL:

City Clerk Vincent Chang called the roll:

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

Council Members Absent: None.

ALSO PRESENT: City Manager Paul Talbot, City Attorney Mark Hensley, Public Works Director/Assistant City Manager Ron Bow, Fire Chief Scott Haberle, Director of Management Services Chu Thai, Director of Human Resources Tom Cody, Community and Economic Development Director Michael Huntley, Director of Recreation & Community Services Dan Costley, City Librarian Norma Arvizu, Police Chief Jim Smith, Police Captain Gene Harris, Controller Annie Yaung, Water Utility Manager Frank Heldman, Public Works Maintenance Manager Tito Haes, Public Works Assistant City Engineer Rey Alfonso, Senior Planner Samantha Tewasart

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

City Manager Talbot announced that Agenda Item No. 1-A will be continued to a future council meeting.

ORAL AND WRITTEN COMMUNICATIONS

- Gary Sims, a Monterey Park Police Officer, spoke regarding the Coffee with a Cop event on October 7, 2016 from 8:00 am to 10:00 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

- Nancy Arcuri, a resident, spoke regarding the recent planning commission meeting.
- David Barron, a resident, spoke regarding the Centennial Dinner on October 22, 2016 at the Langley Senior Center at 5:00 p.m.
- Carol Sullivan, a resident, also announced the Centennial Dinner on October 22, 2016 at the Langley Senior Center at 5:00 p.m.
- Evelyn Moreno, representative for the Centennial Committee, announced that the Monterey Park 5K Run is on November 5, 2016 and the Geranium Festival is on October 8, 2016 at Barnes Park.

1. PRESENTATIONS

1A. DISCUSSION AND CONSIDERATION OF THE 2015 PAVEMENT MANAGEMENT PROGRAM REPORT

Staff completed an update to the City's Pavement Management Program and is presenting the final report's findings and recommendations. Staff is requesting that the City Council receive and file the report for reference.

Action Taken: This item was continued to a future city council meeting.

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

NEW BUSINESS

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF OCTOBER 5, 2016

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered **332-332**.

Action Taken: The City Council, acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, approved payments of warrants and adopted Resolution No. SA-127 of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated October 5, 2016 totaling \$17.52 and specifying the funds of which the same are to be paid.

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

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

Resolution No. SA-127, entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 5TH DAY OF OCTOBER 2016 TOTALING \$17.52 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2B. SUCCESSOR AGENCY (SA) MINUTES

Approve the minutes from the regular meeting of September 7, 2016 and the special meeting of September 7, 2016.

Action Taken: The City Council, acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, approved the minutes from the regular meeting of September 7, 2016 and the special meeting of September 7, 2016.

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

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

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

3. CITY OF MONTEREY PARK CONSENT CALENDAR

None.

4. PUBLIC HEARING

4A. CONSIDER AMENDING THE MONTEREY PARK MUNICIPAL CODE (MPMC) CHAPTER 21.22 REGULATING OFF-STREET PARKING REGULATIONS IN RESIDENTIAL ZONES

On September 21, 2016, the City Council reviewed an ordinance proposing amendments to Monterey Park Municipal Code (MPMC) Chapter 21.22 regulating

off-street parking requirements in residential zones. After an extensive discussion on the matter, the City Council decided to separately consider proposed amendments to the MPMC. Specifically, the City Council introduced an ordinance amending single-family residential parking requirements and continued consideration of MPMC amendments regulating multi-family residential parking requirements.

Recommendation: It is recommended that the City Council (1) open the continued public hearing; (2) take documentary and testimonial evidence; (3) close the public hearing and consider the draft ordinance; (4) and waive the second reading and adopt the proposed ordinance related to single-family residential parking requirements and schedule second reading and adoption for October 19, 2016; and (5) introduce and waive the first reading of the ordinance for multi-family residential parking requirements and schedule second reading and adoption for October 19, 2016.

Action Taken: The City Council waived the second reading and adopted Ordinance No. 2136 related to single-family residential parking requirements.

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

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

Ordinance No. 2136 entitled:

AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE ("MPMC") AFFECTING REGULATIONS GOVERNING THE SINGLE-FAMILY RESIDENTIAL OFF-STREET PARKING REQUIREMENTS

Action Taken: The City Council opened the continued public hearing at 7:34 p.m.; took documentary and testimonial evidence; closed the public hearing at 7:34 p.m.; and approved to include stacked and tandem parking as an option to meet parking requirements set forth by the ordinance for multi-family dwellings.

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

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

Action Taken: The City Council opened the continued public hearing at 7:34 p.m.; took documentary and testimonial evidence; closed the public hearing at 7:34 p.m.; and introduced and waived the first reading of the ordinance and scheduled the second reading and adoption for October 19, 2016 as amended below:

Number of bedrooms	Previous Code:	Adopted Code:
3 or less bedrooms	2 enclosed garage spaces, plus 1 guest space per 2 dwelling unit	2 enclosed garage spaces, plus 1 guest space per 2 dwelling unit
4 bedrooms	2 enclosed spaces, plus 1 guest space per 1 dwelling unit	2 enclosed garage spaces, plus 1 guest space per 1 dwelling unit
5 bedrooms		3 enclosed garage spaces, plus 1 guest parking space per 1 dwelling unit
6 bedrooms		3 enclosed garage spaces, plus 1 guest parking space per bedroom above 5, plus 1 guest parking space per 1 dwelling unit

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

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

Ordinance, first reading:

AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE ("MPMC") AFFECTING REGULATIONS GOVERNING THE MULTI-FAMILY RESIDENTIAL OFF-STREET PARKING REQUIREMENTS

4B. CONSIDER THE PROPOSED CODE AMENDMENTS TO THE MONTEREY PARK MUNICIPAL CODE (MPMC) RELATING TO WIRELESS TELECOMMUNICATION FACILITIES, ASSEMBLY USES, AND NONCONFORMING USES

There are three code amendments being considered by the City Council related to the City's wireless telecommunication facilities, assembly uses and nonconforming uses. Two of the amendments being considered implement changes required by federal and state laws. These amendments are specifically related to the City's wireless telecommunication facilities and assembly use regulations. Additionally,

the City Council directed staff to include an amendment that all decisions regarding telecommunications facilities be rendered by the City Council. Lastly, staff has also initiated changes to the City's nonconforming regulations designed to clean up provisions that are not readily understandable or pose concern regarding reasonable use of private property.

These code amendments were considered by the Planning Commission at its September 13, 2016 meeting. The Planning Commission adopted a resolution recommending that the City Council approve the proposed code amendments as identified below.

Public Speakers:

- Nancy Arcuri, a resident, expressed her support for the code amendments.

Action Taken: The City Council (1) opened the public hearing at 8:07 p.m.; (2) took documentary and testimonial evidence; (3) closed the public hearing at 8:08 p.m. and considered the draft ordinance; and (4) introduced and waived the first reading, one of three ordinances regulating wireless telecommunication facilities within the city of Monterey Park.

Motion: Moved by Vice Mayor Real Sebastian and seconded by Mayor Ing, motion failed by the following vote:

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

Action Taken: The City Council (1) opened the public hearing at 8:07 p.m.; (2) took documentary and testimonial evidence; (3) closed the public hearing at 8:08 p.m. and considered the draft ordinances; and (4) introduced and waived the first reading of two of the three ordinances regarding assembly-type uses and nonconforming uses and scheduled a second reading and adoption for October 19, 2016.

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

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

Ordinance 1st reading, entitled:

AN ORDINANCE AMENDING TITLE 21 OF THE MONTEREY PARK MUNICIPAL CODE REGARDING REGULATION OF ASSEMBLY-TYPE USES

Ordinance 1st reading, entitled:

AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE CHAPTER 21.30 REGULATING NONCONFORMING USES AND CHAPTER 21.10.130 REGULATING ALCOHOL SALES AND USE WITHIN THE CITY OF MONTEREY PARK

5. OLD BUSINESS

None.

6. NEW BUSINESS

6A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF OCTOBER 5, 2016

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered **311201-311409** and e-Payables numbered **000411-000427**.

Action Taken: The City Council approved payment of warrants and adopted Resolution No. 11863 allowing certain claims and demands per Warrant Register dated October 5, 2016 totaling \$481,627.57 and specifying the funds out of which the same are to be paid.

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

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

Resolution No. 11863, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED THE 5th DAY OF OCTOBER TOTALING \$481,627.57 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

6B. CITY COUNCIL MINUTES

Approve the minutes from the regular meeting of September 7, 2016 and the special meeting of September 7, 2016.

Action Taken: The City Council approved the minutes from the regular meeting of September 7, 2016 and the special meeting of September 7, 2016.

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

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

6C. TITLE VI – ANTI-DISCRIMINATION PROGRAM UPDATE

The Title VI of the Civil Rights Act of 1964 (Title VI) prohibits discrimination on the basis of race, color, and national origin in programs that receive federal funding. The Federal Transportation Administration (FTA) requires agencies that receive their grant funds to demonstrate compliance with Title VI by submitting a Title VI Program Update every three years. The City Council had approved the Title VI Program in 2013.

Action Taken: The City Council (1) approved the Title VI of the Civil Rights Act of 1964 (Title VI) Program Update and (2) authorized the City Manager to submit the Title VI Program Update to Federal Transit Administration (FTA).

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

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

6D. COST RECOVERY FOR CODE ENFORCEMENT ACTION AT 201 NORTH NEW AVENUE; CONDITIONAL AUTHORITY FOR CITY MANAGER, OR DESIGNEE, TO PURCHASE REAL PROPERTY DURING TAX FORECLOSURE SALE

On June 6, 2016, the City recorded a lien on vacant real property located at 201 North New Avenue (the "Property") for \$21,356.83. This lien amount represents the code enforcement costs incurred by the City for nuisance abatement. The Property is 0.27 acres and vacant; pictures are attached for reference.

Since that time, the Community and Economic Development Department learned that the County of Los Angeles scheduled an auction of the Property for October 17 and 18 to recover \$35,500.63 in unpaid taxes. The City's lien is subordinate to that of the County. The owner can avoid the auction if the County's lien is paid in

full by October 14, 2016 (though there is no requirement, at this time, that the owner pay the City's lien by that date).

The Property's value is assessed at \$378,000. It is unclear, however, for how much the Property will actually sell; for the City to recover its lien amount, the Property will need to sell for at least \$57,000 (rounded up). If the Property sells for less than that amount, then the County's lien would be paid first and the City would receive any remainder monies; all liens would then be discharged.

In an abundance of caution, it seems prudent to authorize the City Manager, or designee, to purchase the Property for up to \$60,000. This would pay the County's tax lien and then allow the City to resell the Property at a later date to recover its own cost liens. Such authority would only be exercised, however, if no buyers were willing to pay more than \$57,000.

California law historically placed significant restrictions on the City's ability to acquire real property. Upon the demise of redevelopment, however, the California Legislature adopted new law that authorizes cities to acquire real property when the City Council finds that doing so will fulfill an economic opportunity. Specifically, where private enterprise alone is insufficient to create economic opportunities, public money may be advanced for the purpose of acquiring land; planning or financing land assembly; clearance; and making improvements on the property. Most recently – in August 2016 – the Legislature adopted AB 806 which reaffirmed and clarified existing law regarding cities' ability to acquire real property for economic development purposes.

Here, the primary purpose for conditionally authorizing the purchase of the Property is to recover the City's code enforcement costs. If acquired, however, the City could potentially utilize the Property for economic development opportunities. Notably, the Property is zoned R-3 (Multi-Family Residential) and has a lot area of approximately 11,878 square feet. Based on the lot size and frontage along North New Avenue, a private developer could develop up to three (3) residential dwelling units.

Based upon its location, the current market for real property, and the upturn in economic opportunities, it appears that acquiring the Property will create, retain, and expand job opportunities (at least one full-time job would be retained or added within the City as a result of acquiring the Property and after the Property is incorporated into a private development that is anticipated to provide commercial land uses); and utilizing the Property as part of private development opportunities, will ultimately result in increased property tax revenue. Once the Property is incorporated into a private development, and is fully utilized by such development, it is anticipated that the amount of property tax will increase from the Property by at least 15% as compared to the property tax now collected from the Property in its vacant state.

In sum, the City will collect its code enforcement costs if the Property sells for more than \$57,000. If, however, the final offer by a private party is less than \$57,000, the City Manager, or designee, should be authorized to purchase the Property. Acquiring the Property will not only allow the City to recover its nuisance abatement costs, but will provide economic opportunities for developing the Property by a private party.

Public Speakers:

- Nancy Arcuri, a resident, expressed her concerns regarding the purchasing of the property located at 201 North New Avenue.

Action Taken: The City Council conditionally authorized the City Manager, or designee, to purchase real property at 201 North New Avenue for not more than \$60,000.

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

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

6E. BALLOT MEASURE REGARDING CITY COUNCIL BENEFITS

On November 18, 2015, the City Council adopted Resolution No. 11806 which made City officials and employees eligible for benefits under the Public Employees' Medical and Hospital Care Act (the "Act") starting January 1, 2016. The Act is administered by the California Public Employee Retirement System ("CalPERS").

The City Council previously determined (during its meeting of July 15, 2015) that officials elected after July 15, 2015 should not be eligible for fringe benefits offered to other City employees including, without limitation, participation in CalPERS and medical benefits. To reaffirm that determination, and ensure that elected officials could not obtain benefits under the Act beginning January 1, 2016, the City Council adopted Resolution No. 11807. That Resolution reaffirms the City Council's intent to eliminate any fringe benefits for officials elected after July 15, 2015 to participate in CalPERS or the Act. As stated in Resolution No. 11809, such action was taken to ensure that the City of Monterey Park would not be financially responsible for lifetime medical contributions of future elected officials.

The City Council may place a proposition on the ballot pursuant to Elections Code § 9222; the last day for doing so is December 9, 2016. Should the Council decide to move forward with such a proposition, it should provide direction as to the scope

of the ballot proposition, e.g., utilizing the language from Resolution No. 1807 for a proposition, and whether there are any circumstances in which the voters would authorize a future City Council to change the general prohibition.

Public Speakers:

- Nancy Arcuri, a resident, spoke in support of the proposition to be placed on the ballot.

Recommendation: It is recommended that the City Council decide (1) whether or not to place a proposition on the ballot ratifying action taken in 2015 to curtail certain fringe benefits for future elected officials and (2) if the City Council decides to place such a proposition on the ballot, provide direction as to the scope and wording of such a proposition.

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

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

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

7. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Member Chan reported that on October 15, 2016 and on October 18, 2016 there is a quarterly neighborhood watch meeting.

Council Member Liang reported that on September 29, 2016 he attended the Boy's and Girl's Club Youth of the Year Award Ceremony, the swearing in of new officers for the City of Monterey Park, and the Taiwan Ten Ten celebration.

Council Member Lam announced that there is a Double Ten celebration on Sunday October 9, 2016 at Barnes Park.

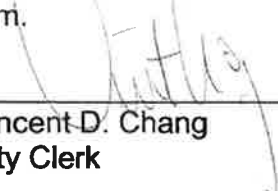
Vice Mayor Real Sebastian announced that the Geranium Festival will be on Saturday October 8, 2016 at Barnes Park and registration for the November 5, 2016 Monterey Park Pajama 5K Run can be done at Mpkrun.com.

Mayor Ing did not have anything to report.

8. **CLOSED SESSION**
None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 9:21 p.m.



Vincent D. Chang
City Clerk

Approved on October 19, 2016 at the Regular City Council Meeting



City Council Staff Report

DATE: June 7, 2017

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

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, CPFO, Controller
SUBJECT: Warrant Register for the City of Monterey Park of
June 7, 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 **June 7, 2017 totaling \$1,062,885.34** 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 **314360-314627** and e-Payables numbered **000642-000659**.

BACKGROUND:

The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park. I also certify that there are monies available for the payments thereof.

FISCAL IMPACT:

Disbursements from all funds total **\$1,062,885.34.**

Respectfully submitted:

Approved By:



Annie Young, CPFO
Controller

Ron Bow
Interim City Manager

Attachments 1: Resolution

Attachments 2: Warrant Register

ATTACHMENT 1

Resolution

RESOLUTION NO.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED
7TH DAY OF JUNE 2017
TOTALING \$1,062,885.34 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	\$ 360,754.13
State Gas Tax Fund	37,615.09
Sewer Fund	398.81
Refuse Fund	443,115.88
City Shop Fund	39,220.47
General Liability Fund	750.00
Park Facilities Fund	1,514.16
Public Safety Impact Fee	8,691.00
Special Deposits Fund	38,340.26
Business Improvement Area #1	69.24
Water Fund	40,516.19
Water Treatment Fund	28,878.54
OPA Proposition A	4,655.56
Measure R Fund	3,845.43
Library Tax Fund	1,134.13
STC Standards/Training/Corrections	999.50
POST	11,650.65
El Civic Education Grant	150.00
Home Housing Program	745.88
Recreation Fund	15,494.40
Asset Forfeiture	9,143.74
CDBG Fund	251.42
Maintenance District 93-1	749.15
Prop A - Per Parcel Grant	236.90
Maintenance Grant (075)	4,090.00
Literacy Trust Grant	3,239.39
Ground Emergency Medical Transport	6,635.42
 TOTAL	 <u>\$ 1,062,885.34</u>

PASSED, APPROVED AND ADOPTED THE 7TH DAY OF JUNE 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 7th of June 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 06/07/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ANTHEM BLUE CROSS	0010-801-5102-12330	3,431.45	06/17 MEDICAL INSURANCE		314395	3,431.45
AT & T	0010-801-3112-32050	541.55	PHONE SERVICE		314360	
	0022-801-4206-32050	628.42	PHONE SERVICE		314360	
	0092-801-4222-32050	117.08	PHONE SERVICE		314360	1,287.05
	0010-801-3112-32050	488.84	PHONE SERVICE		314422	
	0022-801-4206-32050	628.42	PHONE SERVICE		314422	
	0092-801-4222-32050	117.08	PHONE SERVICE		314422	1,234.34
	0010-801-3201-32050	47.20	PHONE SERVICE		314361	47.20
	0010-801-3113-32050	82.10	PHONE SERVICE		314396	82.10
	0010-801-3201-32050	47.20	PHONE SERVICE		314423	47.20
AT&T	0010-801-1408-32050	258.61	INTERNET/PHONE SERVICE		314362	
	0010-801-3112-32050	172.42	INTERNET/PHONE SERVICE		314362	
	0010-801-3201-32050	86.21	INTERNET/PHONE SERVICE		314362	
	0010-801-6001-32050	28.74	INTERNET/PHONE SERVICE		314362	
	0169-801-2201-32050	28.74	INTERNET/PHONE SERVICE		314362	
	0010-801-1404-32050	591.64	INTERNET/PHONE SERVICE		314362	
	0043-801-1404-32050	435.95	INTERNET/PHONE SERVICE		314362	
	0092-801-1404-32050	529.36	INTERNET/PHONE SERVICE		314362	
	0010-801-3112-32050	1,467.91	INTERNET/PHONE SERVICE		314362	
	0010-801-3230-32050	1,092.91	INTERNET/PHONE SERVICE		314362	
	0092-801-4220-32050	18.55	INTERNET/PHONE SERVICE		314362	4,711.04

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 06/07/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0010-801-1301-32050	19.73	INTERNET/PHONE SERVICE		314397	
	0010-801-1404-32050	126.93	INTERNET/PHONE SERVICE		314397	
	0010-801-1408-32050	989.82	INTERNET/PHONE SERVICE		314397	
	0010-801-1801-32050	17.80	INTERNET/PHONE SERVICE		314397	
	0010-801-3112-32050	2,624.46	INTERNET/PHONE SERVICE		314397	
	0010-801-3113-32050	17.85	INTERNET/PHONE SERVICE		314397	
	0010-801-3201-32050	1,087.28	INTERNET/PHONE SERVICE		314397	
	0010-801-4209-32050	279.83	INTERNET/PHONE SERVICE		314397	
	0010-801-6001-32050	274.11	INTERNET/PHONE SERVICE		314397	
	0010-801-6502-32050	172.03	INTERNET/PHONE SERVICE		314397	
	0010-801-6517-32050	19.66	INTERNET/PHONE SERVICE		314397	
	0022-801-4206-32050	430.15	INTERNET/PHONE SERVICE		314397	
	0043-801-1404-32050	80.38	INTERNET/PHONE SERVICE		314397	
	0092-801-1404-32050	97.61	INTERNET/PHONE SERVICE		314397	
	0092-801-4222-32050	544.64	INTERNET/PHONE SERVICE		314397	
	0109-801-6511-32050	69.34	INTERNET/PHONE SERVICE		314397	
	0169-801-2201-32050	91.06	INTERNET/PHONE SERVICE		314397	
						6,942.68
AYRES HOTEL & SPA MORENO VALLEY	0136-801-3101-33250	4,839.00	POST TRAINING		314398	4,839.00
BANKCARD CENTER	0010-801-1101-39400	1,279.36	04/17 STMT-ICSC CONFERENCE		314399	
	0010-801-1201-21250	23.12	04/17 STMT-SUPPLIES		314399	
	0010-801-1201-21350	91.05	04/17 STMT-SUPPLIES		314399	
	0010-801-1201-39400	553.47	04/17 STMT-ICSC CONFERENCE		314399	
	0010-801-1301-22670	137.50	04/17 STMT-PRINTING		314399	
	0010-801-1403-39400	504.00-	04/17 STMT-CREDIT		314399	
	0010-801-1501-33400	580.00	04/17 STMT-CONFERENCE		314399	
	0010-801-1704-33200	880.88	04/17 STMT-ICSC CONFERENCE		314399	
	0010-801-1704-39300	50.00	04/17 STMT-ICSC CONFERENCE		314399	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 06/07/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BANKCARD CENTER	0010-801-1801-33200	1,850.00	04/17 STMT-TRAINING		314399	
	0010-801-1801-39400	197.74	04/17 STMT-CONFERENCE		314399	
	0010-801-1801-39550	156.25	04/17 STMT-REFRESHMENTS		314399	
	0010-801-1802-39400	28.40	04/17 STMT-REFRESHMENTS		314399	
	0010-801-3101-22650	20.00	04/17 STMT-SUBSCRIPTION		314399	
	0010-801-3101-22750	1.91	04/17 STMT-CONFERENCE		314399	
	0010-801-3101-33400	25.02	04/17 STMT-FUEL		314399	
	0010-801-3101-38400	908.36	04/17 STMT-CONFERENCE		314399	
	0010-801-3101-39300	350.00	04/17 STMT-MEMBERSHIP		314399	
	0010-801-3103-22750	543.75	04/17 STMT-BLOCK CAPTAINS		314399	
	0010-801-3120-39700	507.50	04/17 STMT-CITIZENS ACADEMY		314399	
	0010-801-3205-39400	107.50	04/17 STMT-TRAINING		314399	
	0010-801-3210-22300	58.86	04/17 STMT-SUPPLIES		314399	
	0010-801-3210-22750	25.55	04/17 STMT-SUPPLIES		314399	
	0010-801-3230-39700	1,511.06	04/17 STMT-CERT PACKS		314399	
	0010-801-6002-40000	840.67	04/17 STMT-SUBSCRIPTION		314399	
	0010-801-6003-22450	802.03	04/17 STMT-SUBSCRIPTION		314399	
	0010-801-6502-31150	1,630.35	04/17 STMT-PODIUM		314399	
	0075-450-0075-08250	165.00	04/17 STMT-MEMBERSHIP (TRUST)		314399	
	0075-450-0075-08270	709.76	04/17 STMT-LIBRARY DAY (TRUST)		314399	
	0075-450-0075-08320	168.05	04/17 STMT-SUPPLIES (TRUST)		314399	
	0075-450-0075-08325	334.25	04/17 STMT-ENVELOPES (TRUST)		314399	
	0075-450-0075-08520	380.00	04/17 STMT-CINCO DE MAYO-TRUST		314399	
	0075-450-0075-08550	630.15	04/17 STMT-LANGLEY (TRUST)		314399	
	0075-450-0075-08640	138.26	04/17 STMT-MPKTV (TRUST)		314399	
	0092-801-4220-33200	485.67	04/17 STMT-AWWA SEMINAR		314399	
	0092-801-4220-39350	56.70	04/17 STMT-BOOKS		314399	
	0092-801-4221-24150	29.99	04/17 STMT-SUBSCRIPTION		314399	
	0092-801-4221-39300	331.44	04/17 STMT-AWWA CONFERENCE		314399	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 06/07/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BANKCARD CENTER	0092-801-4222-39300	3.56	04/17 STMT-AWWA CONFERENCE		314399	
	0092-801-4223-39300	335.00	04/17 STMT-AWWA CONFERENCE		314399	
	0092-801-5004-91922	1,729.99	04/17 STMT-LANDSCAPE PROGRAM		314399	
	0136-801-3101-33250	3,304.65	04/17 STMT-POST TRAINING		314399	
	0160-801-3101-39400	2,488.32	04/17 STMT-CPCA CONFERENCE		314399	
	0010-801-3210-39400	35.00	04/17 STMT-SUPPLIES		314399	
	0010-801-6003-38400	88.00	04/17 STMT-LIBRARY SOFTWARE		314399	
						24,070.12
WILLIAM BARNET	0075-450-0075-08610	1,500.00	PLAY DAYS-PARADE JUDGES (TRUST)		314363	
						1,500.00
KATALINA BELTRAN	0159-801-6507-31920	3,588.75	INSTRUCTOR-RECREATION CLASS		314364	
						3,588.75
RON BOW	0010-801-1201-39400	248.50	ICSC RECON		314365	
						248.50
BRAVO BUSINESS RESOURCES	0010-801-3205-39250	150.00	TRANSLATION SERVICES		314366	
	0010-801-3230-39700	300.00	TRANSLATION SERVICES		314366	
						450.00
C.P.R.S DISTRICT XIII	0010-801-6506-39300	100.00	RECREATION TRAINING		314400	
	0010-801-6503-39300	5.00	RECREATION TRAINING		314400	
						105.00
CALIFORNIA PEACE OFFICERS' ASSOCIAT	0160-801-3101-39400	100.00	POLICE TRAINING		314401	
						100.00
CALIFORNIA TRAINING INSTITUTE	0132-801-3101-33300	350.00	POLICE TRAINING		314402	
						350.00
CARLOS MORALES (DBA) STANS BIKE SHC	0075-450-0075-08610	200.00	PLAY DAYS SUPPLIES (TRUST)		314403	
						200.00
KEVIN CASILLAS	0136-801-3101-33250	750.00	POST TRAINING		314404	
						750.00

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CATALINA CHANNEL EXPRESS, INC (DBA)	0075-450-0075-08420	1,320.00	EXPLORERS WORKSHOP (TRUST)		314367	1,320.00
CENGAGE LEARNING, INC.	0445-801-6005-40000	1,079.39	BOOK(S) 50		314424	1,079.39
PETER CHAN	0010-801-1101-39400	248.50	ICSC RECON		314368	248.50
CHARTER COMMUNICATIONS	0010-801-6502-32050	112.22	INTERNET/CABLE SERVICE		314369	862.63
	0010-801-3201-32050	440.45	INTERNET/CABLE SERVICE		314369	
	0010-801-3210-32050	89.98	INTERNET/CABLE SERVICE		314369	
	0010-801-3210-32050	89.98	INTERNET/CABLE SERVICE		314369	
	0010-801-3230-32050	130.00	INTERNET/CABLE SERVICE		314369	
	0010-801-1404-32050	34.07	INTERNET/CABLE SERVICE		314405	154.96
	0010-801-3112-32050	65.31	INTERNET/CABLE SERVICE		314405	
	0043-801-1404-32050	25.10	INTERNET/CABLE SERVICE		314405	
	0092-801-1404-32050	30.48	INTERNET/CABLE SERVICE		314405	
	0092-801-4210-32050	89.98	INTERNET/CABLE SERVICE		314425	
	0010-801-4210-38400	131.92	INTERNET/CABLE SERVICE		314425	221.90
MICHELLE CHEN	0075-450-0075-08550	54.86	LANGLEY EVENT SUPPLIES (TRUST)		314406	445.58
	0075-450-0075-08550	97.65	LANGLEY EVENT SUPPLIES (TRUST)		314406	
	0010-801-6505-23910	43.58	LANGLEY EVENT SUPPLIES		314406	
	0010-801-6505-23910	116.67	LANGLEY EVENT SUPPLIES		314406	
	0010-801-6505-23910	46.48	LANGLEY EVENT SUPPLIES		314406	
	0010-801-6505-23910	86.34	LANGLEY EVENT SUPPLIES		314406	
CURTIS A. RADMACHER	0010-801-6508-31990	600.00	SUMMER CONCERT PERFORMER		314407	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CURTIS A. RADMACHER	0092-801-6508-31990	1,400.00	SUMMER CONCERT PERFORMER		314407	2,000.00
DIRECTV, LLC	0010-801-3230-32050	126.99	EOC SERVICES		314426	126.99
EMPLOYMENT DEVELOPMENT DEPT.	0010-801-5102-35700	9,572.00	UNEMPLOYMENT INS Q1 2017		314427	9,572.00
EMS PERSONNEL FUND	0010-801-3220-41100	50.00	PARAMEDIC LICENSE RENEWAL		314408	50.00
ETHAN GOODMAN (DBA) CHEER UP CLUB	0075-450-0075-08610	200.00	PLAY DAYS PERFORMER (TRUST)		314370	200.00
EXPRESS SERVICE, INC	0022-801-4202-31950	791.70	TEMPORARY STAFFING SERVICES		314371	2,197.48
	0010-801-4202-11300	1,405.78	TEMPORARY STAFFING SERVICES		314371	
	0022-801-4202-31950	1,568.18	TEMPORARY STAFFING SERVICES		314428	
	0022-801-4202-31950	1,618.93	TEMPORARY STAFFING SERVICES		314428	
FEDERAL EXPRESS CORP.	0092-801-4220-32200	65.53	DELIVERY SERVICES		314372	65.53
DENISE FERRARI	0136-801-3101-33250	90.00	POST TRAINING		314409	90.00
FILEKEEPERS, LLC	0010-801-1802-31950	192.00	STORAGE SERVICE		314429	192.00
HAROLD'S KEY SHOP, INC.	0010-801-6502-31150	1,177.76-	VOID CHECK		314019	1,177.76-
COLETTE HAU	0075-450-0075-08665	100.00-	VOID CHECK		314147	100.00-
	0075-450-0075-08665	100.00	LEADERSHIP SCHOLARSHIP (TRUST)		314390	100.00

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HUANG, ZHI QING (JESSICA)	0136-801-3101-33250	750.00	POST TRAINING		314410	750.00
KENNETH HUI	0075-450-0075-08610	350.00	PLAY DAYS PERFORMER (TRUST)		314373	350.00
LIAM IGLESIAS	0075-450-0075-08665	100.00-	VOID CHECK		314149	100.00-
	0075-450-0075-08665	100.00	LEADERSHIP SCHOLARSHIP (TRUST)		314391	100.00
OONA IGLESIAS	0075-450-0075-08665	100.00-	VOID CHECK		314150	100.00-
	0075-450-0075-08665	100.00	LEADERSHIP SCHOLARSHIP (TRUST)		314392	100.00
MITCHELL ING	0010-801-1101-39400	177.50	ICSC RECON		314374	177.50
JP ALLEN, INC. (DBA) HOLIDAY INN BU	0132-801-3101-33300	499.50	POLICE TRAINING		314411	499.50
L N CURTIS & SONS	0010-801-3210-38400	4,362.07	FIRE SUPPLIES	17-0306	314430	4,362.07
HANS J LIANG	0010-801-1101-39400	248.50	ICSC RECON		314375	248.50
MILES CHEMICAL COMPANY INC	0093-801-4227-23300	5,275.31	WATER CHEMICAL	17-0477	314376	5,275.31
MONTEREY PARK PETTY CASH	0042-801-4204-39400	115.00	PETTY CASH-CERTIFICATION		314377	
	0092-801-4220-22300	78.30	PETTY CASH-EMBROIDERY		314377	
	0010-801-1301-22670	126.41	PETTY CASH-MUNICIPAL CLERK		314377	
	0010-801-1301-22670	102.60	PETTY CASH-MUNICIPAL CLERK		314377	
	0010-801-1301-22670	71.34	PETTY CASH-MUNICIPAL CLERK		314377	
	0010-801-3201-32200	7.20	PETTY CASH-POSTAGE		314377	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MONTEREY PARK PETTY CASH	0010-801-6508-22750	37.29	PETTY CASH-SUPPLIES		314377	
	0010-801-1301-22670	43.84	PETTY CASH-MUNICIPAL CLERK		314377	
	0010-801-3210-22750	42.28	PETTY CASH-SUPPLIES		314377	
	0010-801-6506-22750	74.02	PETTY CASH-SUPPLIES		314377	
	0092-801-4221-23900	16.30	PETTY CASH-SUPPLIES		314377	
	0092-801-4220-22750	17.39	PETTY CASH-SUPPLIES		314377	
						731.97
	0092-801-4222-23700	6.47	PETTY CASH-POSTAGE		314412	
	0092-801-4222-39300	90.00	PETTY CASH-SWRCB CERT		314412	
	0075-450-0075-08640	39.12	PETTY CASH-MPKTV (TRUST)		314412	
	0075-450-0075-08610	61.72	PETTY CASH-PLAY DAYS (TRUST)		314412	
	0176-801-6516-38500	12.86	PETTY CASH-SUPPLIES		314412	
	0178-801-6502-22150	46.90	PETTY CASH-PAINT SUPPLIES		314412	
	0075-450-0075-08665	17.50	PETTY CASH-SUPPLIES (TRUST)		314412	
	0075-450-0075-08665	74.74	PETTY CASH-SUPPLIES (TRUST)		314412	
						349.31
	0092-801-4220-22750	6.52	PETTY CASH-SUPPLIES		314431	
	0092-801-4221-21350	46.95	PETTY CASH-SUPPLIES		314431	
	0092-801-4221-21350	21.75	PETTY CASH-SUPPLIES		314431	
	0092-801-4221-23900	193.58	PETTY CASH-SUPPLIES		314431	
	0010-801-6517-21350	122.97	PETTY CASH-SUPPLIES		314431	
MOVIE LICENSING USA (DBA)	0010-801-1201-39400	8.00	PETTY CASH-PARKING		314431	
	0010-801-1101-39400	86.01	PETTY CASH-REFRESHMENTS		314431	
	0042-801-4204-39400	65.00	PETTY CASH-WATER CERTIFICATION		314431	
	0010-801-1703-22310	5.00	PETTY CASH-SUPPLIES		314431	
						555.78
	0010-801-6002-40500	2,777.00	COPYRIGHT LICENSE	17-0466	314432	
						2,777.00
	0136-801-3101-33250	750.00	POST TRAINING		314413	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						750.00
WILLIAM O'SHEA	0132-801-3101-33300	150.00	POLICE TRAINING		314414	150.00
PACIFIC TELEMAGEMENT SERVICES	0010-801-6502-32050	153.00	PHONE SERVICE		314433	153.00
PAGEANTRY PRODUCTIONS	0075-450-0075-08610	11,250.00	PLAY DAYS PARADE (TRUST)		314378	13,250.00
	0075-450-0075-08610	2,000.00	PLAY DAYS PARADE (TRUST)		314378	
PARTYLINE EVENTS	0010-801-4202-23950	240.00	PUBLIC WORKS DAY RENTAL		314379	937.80
	0092-801-4220-31950	240.00	PUBLIC WORKS DAY RENTAL		314379	
	0022-801-4206-39400	120.00	PUBLIC WORKS DAY RENTAL		314379	
	0060-801-4211-31950	240.00	PUBLIC WORKS DAY RENTAL		314379	
	0010-801-4212-22700	97.80	PUBLIC WORKS DAY RENTAL		314379	
	0075-450-0075-08610	135.20	PLAY DAYS RENTAL (TRUST)		314415	135.20
PATHOMRAT NEIL KUNAWONGSE	0010-801-6502-39250	200.00	SUMMER MOVIE CARD		314416	200.00
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-32200	8.79	POSTAGE		314417	
	0010-801-1403-32200	89.35	POSTAGE		314417	
	0010-801-1406-32200	74.98	POSTAGE		314417	
	0010-801-1701-32200	135.32	POSTAGE		314417	
	0010-801-1702-32200	41.24	POSTAGE		314417	
	0010-801-1703-32200	6.65	POSTAGE		314417	
	0010-801-1704-32200	0.46	POSTAGE		314417	
	0010-801-1801-32200	21.49	POSTAGE		314417	
	0010-801-1802-32200	3.68	POSTAGE		314417	
	0010-801-3101-32200	2.76	POSTAGE		314417	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0010-801-3102-32200	19.18	POSTAGE		314417	
	0010-801-3104-32200	14.76	POSTAGE		314417	
	0010-801-3113-32200	4.76	POSTAGE		314417	
	0010-801-3114-32200	80.65	POSTAGE		314417	
	0010-801-3120-32200	0.92	POSTAGE		314417	
	0010-801-3205-32200	64.68	POSTAGE		314417	
	0010-801-3210-32200	3.22	POSTAGE		314417	
	0010-801-3220-32200	7.50	POSTAGE		314417	
	0010-801-6001-32200	26.68	POSTAGE		314417	
	0010-801-6502-32200	5.98	POSTAGE		314417	
	0043-801-4212-32200	25.50	POSTAGE		314417	
	0075-450-0075-09230	110.54	POSTAGE (TRUST)		314417	
	0092-801-4220-32200	330.62	POSTAGE		314417	
	0092-801-4221-32200	212.23	POSTAGE		314417	
	0092-801-4223-32200	237.50	POSTAGE		314417	
						1,529.44
RAMIREZ PRODUCTION	0075-450-0075-08610	1,100.00	PLAY DAYS SOUND EQUIP (TRUST)		314380	
						1,100.00
RAQUEL RICHARDS	0010-801-1801-39550	34.16	PETTY CASH-REFRESHMENTS		314381	
	0010-801-1801-39550	12.85	PETTY CASH-REFRESHMENTS		314381	
	0010-801-1801-32200	26.50	PETTY CASH-POSTAGE		314381	
	0010-801-1801-39550	21.69	PETTY CASH-REFRESHMENTS		314381	
	0010-801-1801-39550	7.50	PETTY CASH-REFRESHMENTS		314381	
	0010-801-1801-39550	22.89	PETTY CASH-REFRESHMENTS		314381	
	0010-801-1801-39550	19.44	PETTY CASH-REFRESHMENTS		314381	
	0010-801-1802-39400	99.92	PETTY CASH-REFRESHMENTS		314381	
	0010-801-1801-33100	10.50	PETTY CASH-PARKING		314381	
	0010-801-1802-33100	31.10	PETTY CASH-MILEAGE		314381	
	0010-801-1802-33100	31.81	PETTY CASH-MILEAGE		314381	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
RAQUEL RICHARDS	0010-801-1802-39400	78.40	PETTY CASH-SUPPLIES		314381	396.76
RIVERSIDE COUNTY SHERIFFS DEPT	0136-801-3101-33250	1,167.00	POST TRAINING		314418	1,167.00
GARY SIMS	0075-450-0075-08420	350.00	EXPLORERS CAMP SUPPLIES (TRUST)		314382	350.00
SPRINT CORPORATION	0010-801-3115-38400	1,379.98	MOBILE DATA SERVICE	17-0126	314383	1,379.98
SUCCESS PRINTING & SIGN INC.	0159-801-6509-31880	3,617.40	CASCADES PRINTING	17-0307	314384	3,617.40
T-MOBILE USA	0109-801-5004-91745	69.84	DIAL-A-RIDE CELLULAR SERVICES		314385	69.84
THE GAS COMPANY (DBA)	0060-801-4211-22250	4,748.76	GAS SERVICES		314386	4,748.76
	0010-801-3114-36200	228.36	GAS SERVICES		314419	228.36
MARICELA VASQUEZ	0010-801-6506-22750	400.00	DAY CARE SUPPLIES		314387	400.00
KASSANDRA VERA	0075-450-0075-08665	100.00-	VOID CHECK		314165	100.00-
	0075-450-0075-08665	100.00	LEADERSHIP SCHOLARSHIP (TRUST)		314393	100.00
VERIZON WIRELESS	0010-801-3104-21200	38.01	WIRELESS VOICE & DATA SERVICE		314388	
	0010-801-3115-38400	38.01	WIRELESS VOICE & DATA SERVICE		314388	
	0010-801-3115-38400	86.89	WIRELESS VOICE & DATA SERVICE		314388	
	0092-801-4222-32050	152.01	WIRELESS VOICE & DATA SERVICE		314388	
	0010-801-3115-38400	38.01	WIRELESS VOICE & DATA SERVICE		314388	
	0022-801-4206-32050	64.35	WIRELESS VOICE & DATA SERVICE		314388	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
VERIZON WIRELESS	0010-801-4209-32050	17.92	WIRELESS VOICE & DATA SERVICE		314388	
	0010-801-4212-32050	10.48	WIRELESS VOICE & DATA SERVICE		314388	
	0092-801-4221-32050	18.23	WIRELESS VOICE & DATA SERVICE		314388	
	0092-801-4222-32050	0.44	WIRELESS VOICE & DATA SERVICE		314388	
	0092-801-4223-32050	65.64	WIRELESS VOICE & DATA SERVICE		314388	
	0010-801-6502-32050	0.22	WIRELESS VOICE & DATA SERVICE		314388	
	0010-801-6517-32050	5.40	WIRELESS VOICE & DATA SERVICE		314388	
	0010-801-1201-38400	38.01	WIRELESS VOICE & DATA SERVICE		314388	
						573.62
	0010-801-3112-32050	111.71	WIRELESS VOICE & DATA SERVICE		314420	
	0010-801-1404-32050	560.29	WIRELESS VOICE & DATA SERVICE		314420	
	0010-801-3112-32050	1,249.00	WIRELESS VOICE & DATA SERVICE		314420	
	0010-801-1701-32050	40.37	WIRELESS VOICE & DATA SERVICE		314420	
	0010-801-1702-32050	129.26	WIRELESS VOICE & DATA SERVICE		314420	
	0010-801-1703-32050	550.02	WIRELESS VOICE & DATA SERVICE		314420	
						2,640.65
	0010-801-3205-32050	26.13	WIRELESS VOICE & DATA SERVICE		314434	
	0010-801-3210-32050	187.98	WIRELESS VOICE & DATA SERVICE		314434	
	0010-801-3220-32050	129.84	WIRELESS VOICE & DATA SERVICE		314434	
						343.95
WHITTIER POLICE DEPARTMENT	0075-450-0075-08420	4,400.00	POLICE EXPLORER CAMP (TRUST)	17-0481	314421	
						4,400.00
ANNIE WU	0075-450-0075-08665	100.00-	VOID CHECK		314168	
						100.00-
	0075-450-0075-08665	100.00	LEADERSHIP SCHOLARSHIP (TRUST)		314394	
						100.00
YA ZHONG LI	0071-701-0071-03570	5,885.84	REFUND BUILDING PERMIT		314389	
	0070-701-0070-09000	114.16	REFUND BUILDING PERMIT		314389	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						6,000.00
	TOTAL FOR PREPAID WARRANTS					135,419.44
	PRINTED	135,419.44				
	E-PAYABLE	0.00				

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
A & R NURSERY	0010-801-6517-22100	135.94	LANDSCAPE SUPPLIES	17-0101	314435	135.94
DANIEL ABARCA	0092-801-4220-39400	105.00	WATER-CERTIFICATION RENEWAL		314436	105.00
ACTION SALES (DBA)	0010-801-3230-33200	448.05	FIRE-SUPPLIES		314437	
	0010-801-3210-22150	70.74	FIRE-SUPPLIES		314437	518.79
ADLERHORST INTERNATIONAL INC.	0160-801-3103-22800	175.00	POLICE TRAINING	17-0083	642 *	175.00
ADMINISTRATIVE SOFTWARE	0445-801-6005-38400	1,873.00	SOFTWARE MAINTENANCE		314438	
	0445-801-6005-40500	287.00	SOFTWARE MAINTENANCE		314438	2,160.00
AES WATER, INC	0092-801-4222-24100	2,420.00	WATER-EQUIPMENT MAINTENANCE		314439	2,420.00
AFFILIATED SYSTEMS, INC.	0010-801-1801-31900	475.00	PRE-EMPLOYMENT/DMV/DOT PHYS		314440	475.00
AGENCIES TOOL CENTER	0060-801-4211-24100	55.58	FLEET-TOOLS/SUPPLIES	17-0039	643 *	55.58
AKSARBA CONSTRUCTION	0075-450-0075-08160	178.42	REFUND HYDRANT METER (TRUST)		314441	178.42
ALACO LADDER COMPANY	0010-801-3210-38400	6,412.08	FIRE-LADDER REPAIR	17-0360	314442	6,412.08
ALLSTAR FIRE EQUIPMENT INC.	0010-801-3210-22750	1,793.29	FIRE SUPPLIES	17-0336	314443	
	0010-801-3210-22750	501.77	FIRE SUPPLIES	17-0336	314443	
	0010-801-3210-38400	1,520.01	FIRE SUPPLIES		314443	
	0010-801-3210-38400	438.80	FIRE SUPPLIES		314443	
	0010-801-3210-38400	84.91	FIRE SUPPLIES		314443	
	0010-801-3210-38400	182.15	FIRE SUPPLIES		314443	

* Indicates an E-Payable transaction

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						4,520.93
ANELLE MANAGEMENT SERVICES, INC. DE	0060-801-4211-38400	823.72	FLEET REPAIR-UNIT 853		314444	823.72
ANIMAL PEST MANAGEMENT SVCS	0010-801-3111-31950	3,000.00	TRAPPING SERVICES	17-0339	644 *	3,000.00
ARAMARK UNIFORM & CAREER APPAREL, I	0010-801-3210-39050	23.50	FIRE UNIFORM SERVICES		314445	
	0010-801-3210-39050	21.93	FIRE UNIFORM SERVICES		314445	
	0010-801-3210-39050	6.89	FIRE UNIFORM SERVICES		314445	
	0010-801-3210-39050	20.68	FIRE UNIFORM SERVICES		314445	
	0010-801-3210-39050	20.68	FIRE UNIFORM SERVICES		314445	
	0010-801-3210-39050	37.29	FIRE UNIFORM SERVICES		314445	130.97
ASTRO PLUMBING SUPPLY CO (DBA)	0010-801-4210-23050	66.49	PLUMBING SUPPLIES	17-0239	645 *	66.49
ATHENS SERVICES	0022-801-4205-41200	26,625.00	STREET SWEEPING SERVICES	17-0200	314446	
	0344-801-5002-99290	1,300.00	STREET SWEEPING SERVICES	17-0322	314446	27,925.00
	0043-801-4208-41200	420,133.77	REFUSE SERVICES		314447	420,133.77
ATLAS SERVICES SOLUTION CORP.	0010-801-1407-38250	8,632.00	JANITORIAL SERVICES	17-0295	314448	8,632.00
AUTOZONE WEST, INC	0060-801-4211-23500	56.95	FLEET PARTS/SUPPLIES-UNIT 037	17-0298	646 *	
	0060-801-4211-23500	16.64	FLEET PARTS/SUPPLIES	17-0298	646 *	73.59
AVOCET ENVIRONMENTAL, INC.	0093-801-4226-41100	4,000.00	WATER QUALITY PERMITS	17-0389	314449	
	0093-801-4228-41100	8,896.01	WATER QUALITY PERMITS	17-0389	314449	12,896.01
AZTEC TECHNOLOGY	0010-801-3104-39100	244.69	POLICE STORAGE CONTAINER		314450	

* Indicates an E-Payable transaction

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						244.69
B A B STEERING HYDRAULICS, INC	0060-801-4211-38400	13.36	FLEET PARTS/REPAIR	17-0035	314451	13.36
B W GRAPHICS	0010-801-3205-39250	348.00	RETURN ENVELOPES		314452	348.00
BAKER & TAYLOR INC	0010-801-6002-40000	24.65	BOOK(S) 1		314453	
	0010-801-6002-40000	386.93	BOOK(S) 21		314453	
	0010-801-6002-40000	451.62	BOOK(S) 21		314453	
	0010-801-6006-40000	69.79	BOOK(S) 7		314453	
	0010-801-6006-40000	34.88	BOOK(S) 3		314453	
	0010-801-6006-40000	6.36	BOOK(S) 1		314453	
	0010-801-6006-40000	145.34	BOOK(S) 11		314453	
	0010-801-6006-40000	26.59	BOOK(S) 2		314453	
	0010-801-6006-40000	1,765.48	BOOK(S) 97		314453	
	0010-801-6002-40000	24.68	BOOK(S) 1		314453	
	0010-801-6002-40000	33.70	BOOK(S) 2		314453	
	0010-801-6002-40000	48.35	BOOK(S) 3		314453	
	0010-801-6006-40000	72.57	BOOK(S) 3		314453	
	0010-801-6006-40000	32.30	BOOK(S) 3		314453	3,123.24
BENJAMIN J. ROSALES (DBA) RUGGED L	0010-801-5002-88560	10,435.96	FIRE VEHICLES TOUGHBOOKS	17-0454	314454	
	0010-801-5002-88560	4,775.00	FIRE VEHICLES TOUGHBOOKS	17-0454	314454	
	0010-801-5002-88560	4,364.00	FIRE VEHICLES TOUGHBOOKS	17-0454	314454	19,574.96
JUSTIN BIRRELL	0010-801-3230-39400	188.06	FIRE CERT CLASS SUPPLIES		314455	188.06
BJ PARTY SUPPLIES	0176-801-6516-24100	71.75	PARKS RENTAL		314456	
	0010-801-6506-22550	31.75	RECREATION SUPPLIES		314456	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						103.50
BLACK & WHITE EMERGENCY VEHICLES	0010-801-3104-38400	500.00	POLICE VEHICLE CONVERSION		647 *	
	0010-801-3103-22750	1,500.01	POLICE VEHICLE CONVERSION		647 *	
						2,000.01
BRAVO BUSINESS RESOURCES	0010-801-4212-21200	100.00	TRANSLATION SERVICES		314457	
	0010-801-1703-31950	525.00	TRANSLATION SERVICES		314457	
						625.00
BRODART COMPANY	0010-801-6003-22450	16.53	LIBRARY CATALOG SERVICES		314458	
	0010-801-6003-22450	391.90	LIBRARY CATALOG SUPPLIES		314458	
	0010-801-6003-22450	540.37	LIBRARY CATALOG SUPPLIES		314458	
						948.80
CALIFORNIA PEACE OFFICERS' ASSOCIAT	0010-801-3103-22750	100.00	POLICE TRAINING		314459	
						100.00
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	119.93	WATER SERVICE		314460	
	0092-801-4222-36300	14.03	WATER SERVICE		314460	
	0092-801-4222-36300	14.03	WATER SERVICE		314460	
						147.99
CALOX, INC	0010-801-3220-24200	8.50	FIRE MEDICAL SUPPLIES		314461	
	0010-801-3220-24200	29.75	FIRE MEDICAL SUPPLIES		314461	
	0010-801-3220-24200	21.25	FIRE MEDICAL SUPPLIES		314461	
						59.50
CANON FINANCIAL SERVICES, INC.	0010-801-1301-37500	1,730.87	COPIER MACHINE RENTAL		314462	
						1,730.87
CANON SOLUTIONS AMERICA, INC	0075-450-0075-08550	290.20	COPIER MAINTENANCE	17-0194	648 *	
	0075-450-0075-08550	290.20	COPIER MAINTENANCE	17-0194	648 *	
	0075-450-0075-08550	158.93	COPIER MAINTENANCE	17-0194	648 *	
						739.33
CARL WARREN & COMPANY	0062-801-5101-35600	375.00	LIABILITY CLAIMS-D MUNGUIA		314463	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CARL WARREN & COMPANY	0062-801-5101-35600	375.00	LIABILITY CLAIMS-S CARL		314463	750.00
QIWEN CHEN	0010-701-0010-02600	62.00	REFUND ELECTRICAL PERMIT		314464	62.00
CHINA CLASSICS (DBA)	0131-801-6002-40000	64.80	BOOK(S) 1		314465	64.80
CLINICAL LABORATORY OF	0092-801-4222-31950	468.00	WATER ANALYSIS		649 *	
	0092-801-4222-31950	508.00	WATER ANALYSIS		649 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS		649 *	
	0092-801-4222-31950	108.00	WATER ANALYSIS		649 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS		649 *	
	0092-801-4222-31950	192.00	WATER ANALYSIS		649 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS		649 *	
	0092-801-4222-31950	18.00	WATER ANALYSIS		649 *	
	0092-801-4222-31950	108.00	WATER ANALYSIS		649 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS		649 *	
	0093-801-4226-31950	30.00	WATER ANALYSIS		649 *	
	0093-801-4226-31950	15.00	WATER ANALYSIS		649 *	
	0093-801-4226-31950	15.00	WATER ANALYSIS		649 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		649 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		649 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		649 *	
	0093-801-4227-31950	60.00	WATER ANALYSIS		649 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		649 *	
	0093-801-4229-31950	60.00	WATER ANALYSIS	17-0386	649 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	649 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	649 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	649 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		649 *	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0093-801-4230-31950	15.00	WATER ANALYSIS		649 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		649 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		649 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		649 *	
	0093-801-4231-31950	15.00	WATER ANALYSIS		649 *	
						1,837.00
COIT SERVICES, INC	0178-801-6502-22150	190.00	CARPET CLEANING		314466	
						190.00
COMMUNITY PARTNERS	0075-450-0075-08620	2,500.00	EARTH DAY BIKE RIDE (TRUST)		314467	
						2,500.00
THE COUNSELING TEAM INTERNATIONAL	0010-801-3210-31900	600.00	FIRE PSYCHOLOGICAL EXAM		314468	
						600.00
COUNTY OF LOS ANGELES	0465-801-3201-22750	3,502.00	FIRE PARAMEDIC RECERTIFICATION		314469	
						3,502.00
CUMMINS CAL PACIFIC, INC.	0010-801-3230-38400	1,416.38	EOC GENERATOR REPAIR		314470	
						1,416.38
CYCLE GEAR, INC	0060-801-4211-23500	1,220.71	FLEET TIRES	17-0031	314471	
						1,220.71
DAILY JOURNAL CORPORATION	0092-801-1301-34050	162.00	LEGAL NOTICE	17-0073	314472	
	0092-801-1301-34050	90.00	LEGAL NOTICE	17-0073	314472	
	0092-801-1301-34050	66.00	LEGAL NOTICE	17-0073	314472	
						318.00
DAMEWOOD CONSULTING GROUP	0010-801-1802-39400	500.00	EMPLOYEE SAFETY TRAINING		314473	
						500.00
DANIELLA CARTER (DBA) PRETTY SMART	0010-850-5004-99021	25.45	COUNTER & WORKSTATION DESIGN	16-0565	314474	
	0092-801-4221-21350	726.57	OFFICE FURNITURE SERVICES		314474	
						752.02
DELL MARKETING LP	0010-801-3115-38400	5,860.40	COMPUTER/SUPPLIES	17-0457	314475	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
DELL MARKETING LP	0010-801-3101-22750	140.28	COMPUTER/SUPPLIES		314475	
	0010-801-3210-39400	1,936.51	COMPUTER/SUPPLIES	17-0447	314475	
	0010-801-3230-24150	3,873.00	COMPUTER/SUPPLIES	17-0447	314475	
	0092-801-4220-24100	310.38	COMPUTER/SUPPLIES		314475	
						12,120.57
DEPARTMENT OF JUSTICE	0010-801-1801-39550	274.00	FINGERPRINT PROCESSING		314476	
	0010-701-0010-03710	1,067.00	FINGERPRINT PROCESSING		314476	
	0010-701-0010-03710	32.00	FINGERPRINT PROCESSING	17-0051	314476	
						1,373.00
DISCOUNT CELLULAR ACCESSORIES	0109-801-5004-91745	297.47	DAIL-A-RIDE PHONE ACCESSORIES		314477	
						297.47
PUTH DITH	0010-701-0010-07050	90.00	REFUND PICNIC RESERVATION		314478	
						90.00
DREAM HOUSE REAL ESTATE	0010-701-0010-02010	75.00	REFUND BUSINESS LICENSE		314479	
						75.00
DUNCAN PARKING TECHNOLOGIES INC	0010-801-3102-31950	350.00	POLICE SOFTWARE UPGRADE		314480	
						350.00
EBSCO SUBSCRIPTION SERVICES	0010-801-6006-40000	583.98	LIBRARY SUBSCRIPTIONS		314481	
						583.98
ECHOSAT, INC.	0010-701-0010-06940	39.95	CNG STATION MERCHANT FEE		314482	
						39.95
ECONOLITE CONTROL PRODUCTS, INC	0022-801-4206-24100	65.25	PUBLIC WORKS SUPPLIES		314483	
						65.25
DEAN N EDDOW	0159-801-6507-31940	123.00	INSTRUCTOR-RECREATION CLASS		314484	
						123.00
EL CAMINO COMMUNITY COLLEGE	0465-801-3201-22750	1,978.00	FIRE TRAINING		314485	
						1,978.00
EMPIRE CLEANING SUPPLY	0010-801-6001-22150	612.50	JANITORIAL SUPPLIES		650 *	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
EMPIRE CLEANING SUPPLY	0010-801-6001-22150	20.23-	JANITORIAL SUPPLIES-CREDIT		650 *	
	0010-801-6001-22150	102.34	JANITORIAL SUPPLIES		650 *	
	0075-450-0075-08320	122.70	JANITORIAL SUPPLIES (TRUST)		650 *	
	0075-450-0075-08320	234.75	JANITORIAL SUPPLIES (TRUST)		650 *	
	0075-450-0075-08320	329.25	JANITORIAL SUPPLIES (TRUST)		650 *	
	0075-450-0075-08320	594.05	JANITORIAL SUPPLIES (TRUST)		650 *	
	0010-801-3113-22600	607.23	JANITORIAL SUPPLIES		650 *	
	0010-801-6505-38250	941.17	JANITORIAL SUPPLIES		650 *	
	0010-801-6505-22150	131.29	JANITORIAL SUPPLIES		650 *	
	0010-801-6505-38250	781.16	JANITORIAL SUPPLIES		650 *	
	0010-801-6505-38250	887.95	JANITORIAL SUPPLIES		650 *	
	0010-801-3210-22150	1,939.76	JANITORIAL SUPPLIES		650 *	
	0010-801-3210-22150	159.05	JANITORIAL SUPPLIES		650 *	
	0075-450-0075-08320	334.44	JANITORIAL SUPPLIES (TRUST)		650 *	
	0075-450-0075-08320	356.18	JANITORIAL SUPPLIES (TRUST)		650 *	
						8,113.59
ENTERPRISE FM TRUST	0060-801-4211-37800	426.41	FLEET RENTAL	17-0365	314486	426.41
ERLA, INC./ EMSAR LA	0010-801-3220-38400	982.84	FIRE EQUIPMENT MAINTENANCE	17-0391	314487	982.84
EUGENE M. GIANUZZI (DBA) ARROWHEAD	0010-801-3103-22310	6,077.50	POLICE BADGES	17-0470	314488	
	0010-801-3103-22310	705.03	POLICE BADGES		314488	
						6,782.53
EUROFINS EATON ANALYTICAL, INC.	0093-801-4231-31950	390.00	WATER ANALYSIS		314489	
	0093-801-4226-31950	2,235.00	WATER ANALYSIS	17-0358	314489	
	0093-801-4227-31950	2,015.00	WATER ANALYSIS	17-0358	314489	
						4,640.00
FAILSAFE TESTING	0071-801-3210-38400	1,532.00	FIRE LADDERS INSPECTION		314490	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,532.00
FIESTA COOPERATIVE INC.	0109-801-6511-41200	698.91	DIAL-A-TAXI PROGRAM		314491	698.91
FOOTHILL CHAPTER - ICC	0010-801-1703-39350	50.00	MEMBERSHIP RENEWAL		314492	50.00
FORD OF MONTEBELLO	0060-801-4211-23500	73.58	FLEET PARTS/REPAIR-UNIT 913		314493	
	0060-801-4211-38400	271.86	FLEET PARTS/REPAIR-UNIT 088		314493	
	0060-801-4211-23500	94.76	FLEET PARTS/REPAIR-UNIT 075		314493	
	0060-801-4211-23500	310.02	FLEET PARTS/REPAIR-UNIT 014		314493	750.22
FORENSIC NURSE RESPONSE TEAM (DBA)	0010-801-3104-38400	730.00	INVESTIGATION SERVICE		314494	730.00
FORWARD THINKING SYSTEMS, LLC	0109-801-5004-91745	60.00	DIAL-A-RIDE GPS SERVICE		314495	60.00
FRANKIE DOMINGUEZ	0092-801-4220-39400	125.00	WATER CERTIFICATION		314496	125.00
FRONT LINE FIRE	0010-701-0010-06330	335.59	REFUND FIRE PLAN CHECK FEE		314497	335.59
GALL'S, INC. (DBA) GALLS/QUARTERMASTER	0010-801-3210-22310	772.13	FIRE SUPPLIES		314498	
	0010-801-3210-22310	104.35	FIRE SUPPLIES	17-0452	314498	
	0010-801-3210-22310	354.31	FIRE SUPPLIES	17-0452	314498	
	0010-801-3210-22310	141.32	FIRE SUPPLIES	17-0452	314498	1,372.11
GARVEY EQUIPMENT COMPANY	0010-801-6517-24100	122.34	PARKS SUPPLIES	17-0109	314499	
	0060-801-4211-23500	73.33	FLEET SUPPLIES-UNIT 069	17-0028	314499	
	0060-801-4211-23500	317.26	FLEET SUPPLIES-UNIT 069	17-0028	314499	512.93
GENERAL PUMP COMPANY, INC.	0093-801-4226-23300	4,160.00	WELL TESTING	17-0388	314500	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						4,160.00
GRICELDA GOMEZ	0010-801-3210-39050	11.58	FIRE-UNIFORM CLEANING		314501	
	0010-801-3210-39050	8.78	FIRE-UNIFORM CLEANING		314501	
	0010-801-3210-39050	17.56	FIRE-UNIFORM CLEANING		314501	
	0010-801-3210-39050	14.57	FIRE-UNIFORM CLEANING		314501	
	0010-801-3210-39050	17.56	FIRE-UNIFORM CLEANING		314501	
	0010-801-3210-39050	17.56	FIRE-UNIFORM CLEANING		314501	
	0010-801-3210-39050	14.57	FIRE-UNIFORM CLEANING		314501	
						102.18
KELLY A. GORDON	0010-801-3101-22310	111.91	POLICE UNIFORM		314502	
						111.91
GOVCONNECTION INC.	0010-801-3101-38400	31.03	COMPUTER SUPPLIES		314503	
	0010-801-1408-32050	430.52	COMPUTER SUPPLIES		314503	
	0010-801-3102-21200	35.72	COMPUTER SUPPLIES		314503	
	0010-801-3210-24150	529.83	COMPUTER SUPPLIES		314503	
	0010-801-3201-24150	839.08	COMPUTER SUPPLIES		314503	
	0010-801-3210-24150	839.08	COMPUTER SUPPLIES		314503	
						2,705.26
GRAINGER	0176-801-6516-24100	92.39	PARKS SUPPLIES		314504	
	0010-801-6517-22750	352.90	PARKS SUPPLIES		314504	
						445.29
GRAND PRIX TIRE & AUTO CENTER	0060-801-4211-23500	505.69	FLEET TIRE	17-0419	314505	
						505.69
GRM INFORMATION MANAGEMENT	0010-801-1301-31950	769.00	DOCUMENT SYSTEM SERVICES	17-0068	314506	
	0010-801-1801-38400	36.17	DOCUMENT SYSTEM SERVICES	17-0067	314506	
	0010-801-1301-31950	114.51	DOCUMENT SYSTEM SERVICES		314506	
	0010-801-1301-38400	800.00	DOCUMENT SYSTEM SERVICES		314506	
						1,719.68

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SAMUEL JIE GUO	0159-801-6507-31940	5,005.50	INSTRUCTOR-RECREATION CLASS		314507	5,005.50
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	105.74	FLEET PARTS/SUPPLIES	17-0284	314508	
	0060-801-4211-23500	25.75	FLEET PARTS/SUPPLIES	17-0284	314508	
	0060-801-4211-23500	73.32	FLEET PARTS/SUPPLIES	17-0284	314508	
	0060-801-4211-23500	167.74	FLEET PARTS/SUPPLIES	17-0284	314508	
	0060-801-4211-23500	70.61	FLEET PARTS/SUPPLIES	17-0284	314508	443.16
H2O RESTORATION INC.	0092-801-4210-38100	1,479.50	WATER DAMAGE CLEAN UP		314509	
	0010-801-4210-38100	1,993.00	WATER DAMAGE CLEAN UP		314509	3,472.50
BING HAN	0010-801-3104-22310	327.00	POLICE UNIFORM		314510	327.00
HANSON AGGREGATES	0110-801-4202-23600	535.49	ASPHALT	17-0237	651 *	535.49
HAROLD'S KEY SHOP, INC.	0060-801-4211-23500	214.53	KEY/LOCK SERVICES		314511	
	0010-801-3103-22750	19.31	KEY/LOCK SERVICES		314511	
	0092-801-4210-38100	187.50	KEY/LOCK SERVICES		314511	
	0010-801-6001-38400	44.04	KEY/LOCK SERVICES		314511	465.38
HARRINGTON INDUSTRIAL PLASTICS	0092-801-4222-23700	83.89	WATER SUPPLIES	17-0304	652 *	83.89
HENSLEY LAW GROUP	0010-801-1601-31600	542.00	LEGAL-312 E NEWMARK	17-0255	314512	
	0010-801-1601-31600	58.00	LEGAL-BEDFORD	17-0255	314512	
	0010-701-0010-03700	174.00	LEGAL-CC&R REVIEW	17-0255	314512	
	0010-801-1702-31600	2,628.00	LEGAL-CODE ENFORCEMENT	17-0255	314512	
	0010-801-1601-31600	232.00	LEGAL-MARKET PLACE	17-0255	314512	
	0010-801-1601-31600	348.00	LEGAL-FIRST TRANSIT	17-0255	314512	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HENSLEY LAW GROUP	0010-801-1601-31600	2,450.33	LEGAL-GENERAL LITIGATION	17-0255	314512	
	0010-801-1601-31600	5,832.00	LEGAL-GOODVIEW	17-0255	314512	
	0010-801-1601-31600	10,823.00	LEGAL-KING'S INN	17-0255	314512	
	0010-801-1601-31600	19,933.20	LEGAL-GENERAL SERVICES	17-0254	314512	
	0043-801-1601-31600	66.80	LEGAL-GENERAL SERVICES	17-0254	314512	
	0010-801-1601-31600	1,073.00	LEGAL-312 NEWMARK	17-0255	314512	
	0010-801-1702-31600	2,250.00	LEGAL-CODE ENFORCEMENT	17-0255	314512	
	0010-801-1601-31600	3,393.00	LEGAL-GENERAL LITIGATION	17-0255	314512	
	0010-801-1601-31600	9,378.00	LEGAL-GOODVIEW	17-0255	314512	
	0010-801-1601-31600	5,974.00	LEGAL-KING'S INN	17-0255	314512	
	0043-801-1601-31600	2,320.00	LEGAL-SOLID WASTE	17-0255	314512	
	0043-801-1601-31600	20,000.00	LEGAL-GENERAL SERVICES	17-0254	314512	
						87,475.33
HIGA'S AUTOMATIC TRANSMISSION	0060-801-4211-38400	106.98	FLEET REPAIR-UNIT 898		314513	
						106.98
HOLLY ELECTRIC, INC. (DBA) BREA ELE	0010-801-4210-38100	1,378.20	BLDG MAINT REPAIR		314514	
						1,378.20
HOME DEPOT CREDIT SERVICES	0092-801-4222-24100	299.31	HARDWARE SUPPLIES	17-0141	314515	
	0022-801-4202-22400	266.29	HARDWARE SUPPLIES	17-0214	314515	
	0010-801-6517-22400	77.85	HARDWARE SUPPLIES	17-0108	314515	
	0010-801-6517-22400	367.62	HARDWARE SUPPLIES	17-0108	314515	
	0071-801-3210-38400	716.75	HARDWARE SUPPLIES		314515	
						1,727.82
ID CARDS UNLIMITED	0010-801-6004-22450	1,922.60	LIBRARY PATRON CARD	17-0408	314516	
	0010-801-6004-22450	0.05	LIBRARY PATRON CARD		314516	
						1,922.65
INTERLINE BRANDS INC (DBA) SUPPLYWC	0010-801-4202-23950	1,264.00	JANITORIAL SUPPLIES		314517	
						1,264.00

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
INTERWEST CONSULTING GROUP, INC	0010-701-0010-06100	2,350.00	PLAN CHECK SERVICES	17-0480	314518	2,350.00
IP LEARNING CENTER	0159-801-6507-31940	69.75	INSTRUCTOR-RECREATION CLASS		314519	69.75
SHELLY MARIE ISHIDA	0159-801-6507-31940	618.00	INSTRUCTOR-RECREATION CLASS		314520	
	0159-801-6507-31940	15.75	INSTRUCTOR-RECREATION CLASS		314520	633.75
J C KIDS MART	0010-801-1703-22310	55.00	UNIFORM-BUILDING		314521	
	0010-801-1702-22310	55.00	UNIFORM-CODE ENF		314521	110.00
JAMES P. RODINO (DBA) INVESTIGATIVE	0010-801-3104-38400	280.00	BACKGROUND INVESTIGATIONS		314522	280.00
JEDA WORKS (DBA) HOUSING PROGRAMS	0152-801-2206-31850	745.88	HOUSING REHAB SERVICES	17-0448	314523	
	0169-801-2201-31850	131.62	CDBG REHAB SERVICES	17-0448	314523	877.50
JHM SUPPLY INC	0010-801-6517-23300	14.21	PARKS SUPPLIES	17-0112	314524	
	0176-801-6516-24100	4.67	PARKS SUPPLIES		314524	18.88
JIM'S AUTOMOTIVE SERVICE	0060-801-4211-38400	252.00	FLEET REPAIR-UNIT 941		314525	
	0060-801-4211-38400	378.00	FLEET REPAIR-UNIT 919		314525	630.00
JSE EMERGENCY MEDICAL GROUP, INC	0010-801-3220-39400	833.00	MEDICAL DIRECTOR SERVICES		314526	833.00
JSE ENVIRONMENTAL SERVICES INC	0022-801-4202-31950	3,680.00	STREET OIL SPILL CLEANUP		314527	3,680.00
RICHARD KAGEYAMA	0159-801-6507-31940	417.00	INSTRUCTOR-RECREATION CLASS		314528	417.00
STEVEN K. KOTAKI	0010-701-0010-03630	56.00	REFUND PARKING CITATION		314529	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						56.00
KOVATCH MOBILE EQUIPMENT	0060-801-3210-38400	1,307.40	FIRE ENGINE REPAIR-E63	17-0319	314530	
	0060-801-3210-38400	9,133.60	FIRE ENGINE REPAIR-Q61	17-0473	314530	
	0060-801-3210-38400	47.58	FIRE ENGINE REPAIR-E62	17-0473	314530	
	0060-801-3210-38400	1,740.00-	FIRE ENGINE REPAIR-CREDIT	17-0473	314530	8,748.58
L.A.COUNTY DEPT. PUBLIC WORKS	0092-801-4222-41100	1,231.00	WATER-ANNUAL PERMIT FEES		314531	1,231.00
NICOLE LAU	0010-801-1301-31950	25.00	PRESENTATION PHOTOS		314532	25.00
LAWN MOWER CORNER/KNG POWER EQUIPME	0060-801-4211-23500	299.69	FLEET TOOLS/SUPPLIES-UNIT 089	17-0021	314533	299.69
LEACH MOUNCE ARCHITECTS	0010-801-5002-96089	22,080.00	PD LOCKER ROOM ARCHITECTURAL	17-0384	314534	22,080.00
LEHR AUTO ELECTRIC (CA CORP) STOMME	0160-801-5004-99323	485.40	POLICE MDC INSTALLATION	17-0342	314535	
	0160-801-5004-99323	485.40	POLICE MDC INSTALLATION	17-0342	314535	970.80
LIFE-ASSIST INC	0010-801-3220-22350	1,257.78	FIRE SUPPLIES	17-0079	314536	
	0010-801-3220-24200	1,055.60	FIRE SUPPLIES		314536	2,313.38
LOS ANGELES COUNTY CLERK	0010-801-1301-31750	5,087.15	CANDIDATE STATEMENTS	17-0467	314537	5,087.15
LOS ANGELES COUNTY DEPT OF	0010-701-0010-06850	974.90	INDUSTRIAL WASTE PERMIT		314538	
	0010-701-0010-06850	5,449.41	INDUSTRIAL WASTE INSPECTION		314538	6,424.31
LOS ANGELES COUNTY SHERIFF'S DEPAR	0010-801-3113-22600	677.15	INMATE MEALS SERVICES	17-0077	314539	677.15
MAGIC TOUCH CARWASH, INC	0060-801-4211-38400	1,770.00	CAR WASHES		314540	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,770.00
MAK FIRE PROTECTION ENGINEERING & C	0010-701-0010-06330	1,856.40	FIRE PLAN CHECK	17-0080	314541	
	0010-701-0010-06330	340.00	FIRE PLAN CHECK	17-0080	314541	
	0010-701-0010-06330	1,020.00	FIRE PLAN CHECK	17-0080	314541	
						3,216.40
MARILYNN HARA (DBA) MARILYNN'S	0092-801-4222-22310	387.14	PUBLIC WORKS UNIFORMS		314542	
	0010-801-1101-22670	1,460.78	CITY GIFTS		314542	
	0010-801-1301-31750	696.00	OUTREACH PROMOTION		314542	
						2,543.92
MCMASTER-CARR SUPPLY CO.	0092-801-4223-22300	259.15	WATER SUPPLIES	17-0169	314543	
	0092-801-4222-23700	21.86	WATER SUPPLIES	17-0169	314543	
	0092-801-4222-23700	133.95	WATER SUPPLIES	17-0169	314543	
	0092-801-4222-23700	106.58	WATER SUPPLIES	17-0169	314543	
						521.54
MCNEILL SECURITY AND FIRE SYSTEMS	0010-801-4210-38400	2,001.69	ALARM SERVICES		314544	
	0092-801-4222-31950	644.81	ALARM SERVICES		314544	
	0092-801-4222-31950	1,031.69	ALARM SERVICES		314544	
						3,678.19
MDM ANALYTICS, INC.	0010-801-4212-31500	4,030.00	SOLID WASTE CONTRACT SERVICES	17-0415	314545	
						4,030.00
MEGA HERTZ ELECTRIC INC	0092-801-4210-38400	1,080.00	LA LOMA LIGHTING REPAIR		314546	
	0092-801-4210-38400	675.00	LA LOMA LIGHTING REPAIR		314546	
						1,755.00
METROPOLITAN TRANSPORTATION	0109-801-6511-41200	3,460.00	LANGLEY TAP CARD	17-0117	314547	
						3,460.00
MIDORI GARDENS	0344-701-0344-05400	2,790.00	LANDSCAPE SERVICES	17-0394	314548	
						2,790.00
MIDWEST TAPE	0010-801-6002-40000	34.77	DVD/CD(S) 2		314549	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						34.77
MIG	0075-450-0075-08660	2,613.85	ENVIRONMENTAL SERVICES (TRUST)	17-0264	314550	
	0075-450-0075-08660	2,165.46	ENVIRONMENTAL SERVICES (TRUST)	17-0264	314550	
						4,779.31
MISSION FENCE & PATIO BUILDERS	0092-801-4222-24100	483.94	WATER PARTS		314551	
						483.94
MISSION SUPER HARDWARE	0022-801-4202-23900	25.00	HARDWARE SUPPLIES	17-0224	314552	
	0010-801-3230-22750	6.09	HARDWARE SUPPLIES	17-0263	314552	
	0010-801-3230-22750	375.32	HARDWARE SUPPLIES	17-0263	314552	
	0010-801-3210-22750	9.96	HARDWARE SUPPLIES	17-0263	314552	
	0092-801-4222-23700	56.43	HARDWARE SUPPLIES	17-0160	314552	
	0043-801-6508-39860	28.38	HARDWARE SUPPLIES		314552	
						501.18
MARY MITANI	0092-701-0092-07520	722.57	REFUND WATER METER		314553	
						722.57
MOBILE MINI LLC	0010-801-6508-39860	109.71	FARMER MARKET STORAGE		314554	
						109.71
MOBILE VISION IN CAR VIDEO	0160-801-4211-54060	5,409.62	POLICE CAMERA	17-0468	314555	
						5,409.62
PETER MORRIS	0159-801-6507-31940	26.65	INSTRUCTOR-RECREATION CLASS		314556	
						26.65
MR. ROOTER PLUMBING (DBA)	0092-801-4210-38100	1,512.00	PLUMBING SERVICES	17-0449	314557	
	0092-801-4210-38100	1,850.00	PLUMBING SERVICES	17-0449	314557	
	0092-801-4210-38100	2,014.00	PLUMBING SERVICES	17-0449	314557	
	0010-801-4210-38100	6,800.00	PLUMBING SERVICES	17-0443	314557	
	0092-801-4210-38100	5,394.21	PLUMBING SERVICES	17-0443	314557	
	0010-801-4210-38100	693.65	PLUMBING SERVICES		314557	
						18,263.86

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MUNICIPAL EMERGENCY SERVICES, INC.	0010-801-3210-22300	1,475.69	FIRE PROTECTIVE EQUIPMENT	17-0382	653 *	
	0010-801-3210-22300	4,355.48	FIRE PROTECTIVE EQUIPMENT	17-0465	653 *	5,831.17
NATIONAL PEN CORPORATION	0010-801-6517-21350	64.77	PARKS SUPPLIES		314558	
	0010-801-6517-21350	164.52	PARKS SUPPLIES		314558	
	0010-801-6517-21350	117.71	PARKS SUPPLIES		314558	347.00
NAVARRO'S TOWING	0060-801-4211-31950	75.00	TOWING SERVICES	17-0016	314559	75.00
NEC BUSINESS NETWORK SOLUTIONS	0010-801-3112-38400	1,952.91	PHONE LINE MAINTENANCE	17-0192	314560	1,952.91
NEC CORPORATION OF AMERICA	0010-801-1408-32050	54.38	PHONE SYSTEM SERVICES	17-0474	314561	
	0010-801-1408-32050	12,319.16	PHONE SYSTEM SERVICES	17-0474	314561	
	0010-801-1404-32050	3,512.48	PHONE SYSTEM SERVICES	17-0474	314561	
	0010-801-3230-32050	126.25	PHONE SYSTEM SERVICES		314561	16,012.27
NETWORK INNOVATIONS US INC.	0010-801-3230-32050	31.02	EOC PHONE SERVICE		314562	31.02
O'REILLY AUTO PARTS	0060-801-4211-23500	79.96	FLEET PARTS/SUPPLIES-UNIT 042	17-0297	314563	
	0060-801-4211-23500	59.19	FLEET PARTS/SUPPLIES-UNIT 037	17-0297	314563	
	0060-801-3210-38400	86.73	FLEET PARTS/SUPPLIES		314563	225.88
OCLC, INC	0131-801-6003-31700	1,069.33	LIBRARY CATALOGING SERVICE		314564	1,069.33
OFFICE DEPOT INC.	0092-801-4220-22750	10.11	OFFICE SUPPLIES		314565	
	0092-801-4220-22750	47.77	OFFICE SUPPLIES		314565	
	0010-801-3101-22750	23.73	OFFICE SUPPLIES		314565	
	0010-801-3114-21350	123.74	OFFICE SUPPLIES	17-0075	314565	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0010-801-3101-22750	703.86	OFFICE SUPPLIES		314565	
	0010-801-3201-21350	9.79	OFFICE SUPPLIES	17-0199	314565	
	0010-801-3205-21350	62.04	OFFICE SUPPLIES	17-0199	314565	
	0010-801-3210-21250	285.01	OFFICE SUPPLIES	17-0199	314565	
	0010-801-3230-21350	840.00	OFFICE SUPPLIES	17-0199	314565	
	0010-801-6502-21350	36.95	OFFICE SUPPLIES		314565	
	0010-801-6502-21350	27.54	OFFICE SUPPLIES		314565	
	0092-801-4220-22750	71.67	OFFICE SUPPLIES		314565	
	0010-801-6517-21350	49.78	OFFICE SUPPLIES		314565	
	0010-801-3101-22750	369.42	OFFICE SUPPLIES		314565	
	0010-801-3101-22750	24.13	OFFICE SUPPLIES		314565	
	0010-801-3101-22750	24.46	OFFICE SUPPLIES		314565	
	0010-801-6502-21350	244.72	OFFICE SUPPLIES		314565	
	0010-801-6502-21350	172.46	OFFICE SUPPLIES		314565	
	0010-801-6502-21350	91.21	OFFICE SUPPLIES		314565	
	0010-801-6502-21350	11.35	OFFICE SUPPLIES		314565	
	0010-801-6502-21350	11.35-	OFFICE SUPPLIES-CREDIT		314565	
	0010-801-6502-21350	13.94	OFFICE SUPPLIES		314565	
	0010-801-6502-21350	14.64-	OFFICE SUPPLIES-CREDIT		314565	
	0010-801-6502-21350	14.91-	OFFICE SUPPLIES-CREDIT		314565	
	0010-801-6502-21350	21.86	OFFICE SUPPLIES		314565	
	0010-801-3201-21350	244.77	OFFICE SUPPLIES	17-0199	314565	
	0010-801-3201-21350	66.11	OFFICE SUPPLIES	17-0199	314565	
	0010-801-3201-21350	130.48	OFFICE SUPPLIES	17-0199	314565	
	0010-801-3201-21350	8.15	OFFICE SUPPLIES	17-0199	314565	
	0010-801-3205-38400	156.59	OFFICE SUPPLIES	17-0199	314565	
	0010-801-3210-21350	6.08	OFFICE SUPPLIES	17-0199	314565	
	0010-801-3210-21350	3.36	OFFICE SUPPLIES	17-0199	314565	
	0010-801-3210-21350	12.16	OFFICE SUPPLIES	17-0199	314565	

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OFFICE DEPOT INC.	0010-801-3210-21350	45.45	OFFICE SUPPLIES	17-0199	314565	
	0010-801-6001-21350	141.96	OFFICE SUPPLIES		314565	
	0010-801-6006-22450	302.38	OFFICE SUPPLIES		314565	
	0010-801-6001-21350	77.06	OFFICE SUPPLIES		314565	
	0075-450-0075-08325	415.49	OFFICE SUPPLIES (TRUST)		314565	
	0075-450-0075-08325	32.59	OFFICE SUPPLIES (TRUST)		314565	
	0075-450-0075-08320	62.05	OFFICE SUPPLIES (TRUST)		314565	
	0010-801-6001-21350	77.54	OFFICE SUPPLIES		314565	
	0010-801-6001-39250	131.24	OFFICE SUPPLIES		314565	
	0010-801-6006-39250	64.26	OFFICE SUPPLIES		314565	
						5,202.36
OFFICE SOLUTIONS	0010-801-1301-21350	130.72	OFFICE SUPPLIES	17-0065	654 *	
	0010-801-1702-21350	167.43	OFFICE SUPPLIES		654 *	
	0010-801-1701-21250	22.16	OFFICE SUPPLIES		654 *	
	0010-801-1701-21250	22.39	OFFICE SUPPLIES		654 *	
	0010-801-1701-21350	49.53	OFFICE SUPPLIES		654 *	
	0010-801-1701-21350	54.45	OFFICE SUPPLIES		654 *	
	0010-801-1301-21350	28.06	OFFICE SUPPLIES		654 *	
						474.74
PARKHOUSE TIRE, INC.	0060-801-4211-23500	1,396.21	FLEET TIRES		314566	
						1,396.21
PATTON SALES CORP	0110-801-4202-23600	1,827.00	STREETS SUPPLIES		314567	
						1,827.00
PHARMALINK INC	0010-801-3220-22360	99.00	RX DISPOSAL SERVICE		314568	
						99.00
PLUMBERS DEPOT INC	0042-801-4204-22100	218.81	STREETS TOOLS/SUPPLIES	17-0220	314569	
						218.81
PRECISION SURVEY SUPPLY LLC	0010-801-3102-38400	450.00	POLICE SUPPLIES		314570	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PRECISION SURVEY SUPPLY LLC	0010-801-3102-38400	195.75	POLICE SUPPLIES		314570	
	0010-801-3115-24150	1,625.81	POLICE SUPPLIES		314570	2,271.56
PREFERRED ALLIANCE INC	0010-801-1801-31900	77.16	DRIVER TESTING		314571	77.16
PRES-TECH MANUFACTURER'S . REPS., 1	0092-801-4223-23300	3,449.75	WATER PARTS	17-0433	314572	3,449.75
PROSOURCE FACILITY SUPPLY	0010-801-1407-38250	374.10	JANITORIAL SUPPLIES		314573	
	0010-801-1407-38250	408.11	JANITORIAL SUPPLIES		314573	782.21
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22150	25.17	SHOP RAGS		655 *	
	0010-801-3210-22150	14.63	SHOP RAGS		655 *	
	0060-801-4211-22150	25.17	SHOP RAGS		655 *	
	0010-801-3210-22150	14.63	SHOP RAGS		655 *	
	0060-801-4211-22300	29.92	UNIFORMS		655 *	
	0060-801-4211-22300	25.00	UNIFORMS		655 *	134.52
PUI SHEUNG YUK (DBA) YACA EDUCATION	0159-801-6507-31940	668.25	INSTRUCTOR-RECREATION CLASS		314574	668.25
PVP COMMUNICATIONS INC	0010-801-3112-38400	337.78	POLICE EQUIPMENT/PARTS		656 *	337.78
R S D REFRIGERATION	0010-801-4210-38150	336.03	AIR CONDITIONING PARTS	17-0240	314575	336.03
R. M. BODY SHOP	0060-801-4211-38450	90.00	FLEET REPAIR-UNIT 031	17-0011	314576	90.00
RANDALL B. MONTGOMERY	0075-450-0075-08655	110.00	MONUMENT CLEANING (TRUST)		314577	110.00
RAYVERN LIGHTING SUPPLY CO.	0176-801-4207-23650	43.48	ELECTRICAL SUPPLIES		314578	

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RAYVERN LIGHTING SUPPLY CO.	0176-801-4207-23900	428.00	ELECTRICAL SUPPLIES		314578	
	0010-801-4210-23400	1,483.49	ELECTRICAL SUPPLIES		314578	
	0010-801-4210-23400	461.79	ELECTRICAL SUPPLIES		314578	
						2,416.76
RECORDED BOOKS INC.	0010-801-6002-40000	7.56	CD (S) 1		314579	
						7.56
RED WING SHOE STORES	0092-801-4221-22300	200.00	SAFETY BOOTS-J MEDINA	17-0180	314580	
						200.00
REGENTS OF THE UNIVERSITY OF CA. (I	0010-801-3210-31900	119.00	FIRE IMMUNIZATIONS	17-0270	314581	
						119.00
RI-TEC INDUSTRIAL PRODUCTS	0010-801-6517-22100	320.00	PARKS SUPPLIES		314582	
						320.00
ROBERTSON'S	0022-801-4202-22400	508.27	CONCRETE	17-0222	314583	
	0022-801-4202-22400	595.13	CONCRETE	17-0222	314583	
						1,103.40
ROCHESTER MIDLAND	0010-801-6505-38250	576.63	JANITORIAL SUPPLIES	17-0446	314584	
						576.63
RUSSELL CORBY (DBA) SECURITY LINES	0010-801-1201-31950	8,551.05	SURVEILLANCE SYSTEM	17-0428	314585	
						8,551.05
S C FUELS (DBA)	0060-801-4211-22250	9,225.72	FUEL	17-0349	314586	
						9,225.72
SACRAMENTO METROPOLITAN FIRE DISTRJ	0465-701-0465-05400	1,155.42	FIRE GEMT PROGRAM FEE		314587	
						1,155.42
SAN GABRIEL VALLEY WATER CO.	0093-801-4233-22900	379.60	WATER SERVICES		314588	
						379.60
SAN LUIS BUTANE DISTRIBUTORS, INC	0060-801-4211-22250	15.68	PROPANE	17-0036	314589	
	0060-801-4211-22250	28.33	PROPANE	17-0036	314589	
						44.01

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SUSAN SAXE-CLIFFORD, PH.D.	0010-801-1801-31900	450.00	PSYCHOLOGICAL EVALUATION		314590	450.00
SHAO-CHIANG "JOHNNY" TIEN	0010-801-6517-39400	120.00	PARKS TRAINING		314591	
	0010-801-6517-39400	90.00	PARKS TRAINING		314591	210.00
SHRED-IT US JV LLC	0010-801-3114-38400	306.95	DESTRUCTION SERVICES		314592	306.95
JAY SIMPER	0159-801-6507-31940	84.00	INSTRUCTOR-RECREATION CLASS		314593	84.00
SMART & FINAL #321	0010-801-3230-39700	83.80	FIRE SUPPLIES		314594	
	0010-801-3230-39700	11.95	FIRE SUPPLIES		314594	
	0010-801-3230-39700	25.63	FIRE SUPPLIES		314594	
	0010-801-3230-39700	168.84	FIRE SUPPLIES		314594	
	0010-801-3230-39700	9.58-	FIRE SUPPLIES-CREDIT		314594	280.64
SMS SYSTEMS MAINTENANCE SERVICES, I	0010-801-3115-38400	682.00	SERVER MAINTENANCE		657 *	682.00
SOUTH COAST AIR QUALITY	0010-801-3230-41100	125.47	AQMD FEES		314595	
	0092-801-4222-41100	125.47	AQMD FEES		314595	
	0092-801-4222-41100	125.47	AQMD FEES		314595	376.41
SOUTHERN CALIFORNIA LIBRARY	0142-801-6005-39300	150.00	LIBRARY MEMBERSHIP		314596	150.00
SPOK, INC.	0010-801-3112-32050	105.75	PAGING SERVICES		314597	
	0092-801-4220-32050	4.75	PAGING SERVICES		314597	110.50
STATUS ONE MEDICAL INC	0092-801-4222-23700	88.47	FIRST AID SUPPLIES	17-0177	314598	
	0092-801-4221-23300	32.52	FIRST AID SUPPLIES	17-0177	314598	

* Indicates an E-Payable transaction

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CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						120.99
STETSON ENGINEERS, INC	0093-801-4226-31950	56.04	NPDES PERMIT APPLICATION	17-0311	314599	
	0093-801-4229-31950	294.29	NPDES PERMIT APPLICATION	17-0311	314599	
	0093-801-4230-31950	294.29	NPDES PERMIT APPLICATION	17-0311	314599	
						644.62
REGGIE STEVENS	0159-801-6507-31940	29.90	INSTRUCTOR-RECREATION CLASS		314600	
						29.90
SUP BOOKSTORE	0010-801-6002-40000	59.51	BOOK(S) 4		314601	
						59.51
SUPREME TROPHIES & GIFTS CO.	0010-801-6001-39250	82.65	AWARD/PLAQUES/STAMP/NAME PLATE		314602	
						82.65
KIRK A. TEMPLEMAN	0010-801-3210-24100	104.33	FIRE SUPPLIES		314603	
						104.33
PETER THAI	0159-801-6507-31940	105.00	INSTRUCTOR-RECREATION CLASS		314604	
						105.00
THOMSON REUTERS (LEGAL) INC.	0010-801-3104-39100	331.00	POLICE INFORMATION SERVICES	17-0084	314605	
						331.00
TIRE CENTERS, LLC	0060-801-3210-38400	1,751.73	FIRE ENGINE TIRES-Q61	17-0460	658 *	
	0060-801-3210-38400	1,577.03	FIRE ENGINE TIRES-E63	17-0460	658 *	
	0060-801-3210-38400	1,533.60	FIRE ENGINE TIRES		658 *	
						4,862.36
TOM'S CLOTHING & UNIFORMS INC	0010-801-1703-22310	205.00	UNIFORMS-J SMITH		314606	
	0010-801-1702-22310	127.00	UNIFORMS-W STECYK		314606	
	0010-801-1702-22310	17.00	UNIFORMS-E VARGAS		314606	
	0010-801-3101-22320	200.00	UNIFORMS-D JOHNSON	17-0087	314606	
	0010-801-3101-22320	200.00	UNIFORMS-R CHUMAN	17-0087	314606	
	0010-801-3101-22320	200.00	UNIFORMS-M QUAN	17-0087	314606	
	0010-801-3102-22310	176.17	UNIFORMS-S ESTEVEZ	17-0087	314606	

* Indicates an E-Payable transaction

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TOM'S CLOTHING & UNIFORMS INC	0010-801-3103-22310	29.37	UNIFORMS-S GIOVANAZZI	17-0087	314606	
	0010-801-3103-22310	303.42	UNIFORMS-L NORRIS	17-0087	314606	
	0010-801-3103-22310	237.10	UNIFORMS-B SOTHERS	17-0087	314606	
	0010-801-3103-22310	88.09	UNIFORMS-O NUNEZ	17-0087	314606	
	0010-801-3103-22310	234.56	UNIFORMS-S WIESE	17-0087	314606	
	0010-801-3103-22310	385.63	UNIFORMS-S JIMENEZ	17-0087	314606	
	0010-801-3103-22310	725.00	UNIFORMS-O NUNEZ	17-0087	314606	
	0010-801-3104-22310	242.99	UNIFORMS-R MINOR	17-0087	314606	
	0010-801-3104-22310	78.30	UNIFORMS-R MUNDER	17-0087	314606	
	0010-801-3104-22310	121.85	UNIFORMS-B HAN	17-0087	314606	
	0010-801-3104-22310	318.10	UNIFORMS-T URICH	17-0087	314606	
	0010-801-3112-22310	55.24	UNIFORMS-J REZA	17-0087	314606	
	0010-801-3114-22310	293.52	UNIFORMS-M MKRTICHIAN	17-0087	314606	
	0071-801-3120-22310	497.69	UNIFORMS-T HUYNH	17-0087	314606	
	0071-801-3120-22310	58.72	UNIFORMS-D SALAZAR	17-0087	314606	
	0010-801-3210-22320	92.44	UNIFORMS-M SANTANA	17-0128	314606	
	0092-801-4223-22300	184.33	UNIFORMS-J MEDINA	17-0179	314606	
	0092-801-4223-22300	68.92	UNIFORMS-D RUIZ	17-0179	314606	
	0092-801-4222-22300	299.06	UNIFORMS-R MARTINEZ	17-0179	314606	
	0010-801-4209-22310	71.10	UNIFORMS-M AGUILAR	17-0184	314606	
	0176-801-6516-22310	96.00	UNIFORMS-R VALENZUELA	17-0106	314606	
	0092-801-4223-22300	41.68	UNIFORMS-F DOMINGUEZ	17-0179	314606	
	0092-801-4223-22300	43.85	UNIFORMS-D ABARCA	17-0179	314606	
	0092-801-4223-22300	151.71	UNIFORMS-D RUIZ	17-0179	314606	
						5,843.84
TRANSTECH	0010-801-5004-96085	140.00	GARVEY RANCH BASKETBALL COURT		314607	
	0010-801-5002-91749	560.00	ELDER POOL HEATER		314607	
	0070-801-5004-91748	1,400.00	PARKS RUBBERIZED SURFACING		314607	
						2,100.00

CITY OF MONTEREY PARK
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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TRI-MOUNTAIN	0010-801-1703-22310	21.00	UNIFORM-BUILDING		314608	21.00
DOROTHY TSU	0159-801-6507-31940	201.45	INSTRUCTOR-RECREATION CLASS		314609	201.45
RICHARD TULLIUS	0010-801-3210-22750	73.73	REIMBURSEMENT FIRE SUPPLIES		314610	73.73
TURNOUT MAINTENANCE COMPANY LLC	0010-801-3210-22300	97.88	FIRE UNIFORM CLEAN/REPAIR		314611	97.88
U S ARMOR CORP	0010-801-3103-22300	625.31	POLICE-FIREARM SUPPLIES		314612	1,250.62
	0010-801-3103-22300	625.31	POLICE-FIREARM SUPPLIES		314612	
UNDERGROUND SERVICE ALERT	0092-801-4223-31950	193.50	UNDERGROUND UTILITY SERVICES		314613	193.50
UNITED SITE SERVICES OF CA INC	0075-450-0075-09010	1,764.90	CHERRY BLOSSOM RENTAL (TRUST)		314614	1,764.90
VCA CODE GROUP	0010-701-0010-06100	190.00	PLAN CHECK SERVICE	17-0277	314615	190.00
DIANE VIVONA-SAIZ	0010-801-3104-33400	16.49	POLICE TRAINING		314616	16.49
VULCAN MATERIAL CO	0110-801-4202-23600	1,482.94	ASPHALT		314617	1,482.94
WALTERS WHOLESALE ELECTRIC CO	0010-801-4210-23400	868.49	BLDG MAINT SUPPLIES		314618	2,126.91
	0010-801-4210-23400	1,258.42	BLDG MAINT SUPPLIES		314618	
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	152.32	FLEET PARTS/SUPPLIES-UNIT 045	17-0285	659 *	
	0060-801-4211-23500	16.64	FLEET PARTS/SUPPLIES-UNIT 001	17-0285	659 *	
	0060-801-4211-23500	81.39	FLEET PARTS/SUPPLIES	17-0285	659 *	
	0060-801-4211-23500	38.80	FLEET PARTS/SUPPLIES-UNIT 001	17-0285	659 *	

* Indicates an E-Payable transaction

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CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 06/07/2017

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	308.50	FLEET PARTS/SUPPLIES	17-0285	659 *	
	0060-801-4211-23500	47.89	FLEET PARTS/SUPPLIES	17-0285	659 *	
	0060-801-4211-23500	89.48	FLEET PARTS/SUPPLIES-UNIT 020	17-0285	659 *	
	0060-801-4211-23500	514.39	FLEET PARTS/SUPPLIES	17-0285	659 *	
	0060-801-4211-23500	39.50	FLEET PARTS/SUPPLIES-UNIT 898	17-0285	659 *	
	0060-801-4211-23500	621.73	FLEET PARTS/SUPPLIES-UNIT ST39	17-0285	659 *	
	0060-801-4211-23500	176.18-	FLEET PARTS/SUPPLIES-CREDIT	17-0285	659 *	1,734.46
WECK LABORATORIES (DBA)	0093-801-4227-31950	508.00	WATER TESTING SUPPLIES		314619	508.00
WESTCO SERVICE COMPANY	0010-801-4210-38150	2,390.00	AIR CONDITIONING REPAIR		314620	2,390.00
WESTERN WATER WORKS SUPPLY CO.	0092-801-4223-23300	43.70	WATER PARTS/SUPPLIES	17-0259	314621	
	0092-801-4223-23300	605.02	WATER PARTS/SUPPLIES	17-0258	314621	
	0092-801-4223-23300	446.90	WATER PARTS/SUPPLIES	17-0258	314621	
	0092-801-4223-23300	1,205.25	WATER PARTS/SUPPLIES	17-0258	314621	2,300.87
WITTMAN ENTERPRISES	0010-801-3220-31400	6,648.00	AMBULANCE BILLING SVC.	17-0271	314622	
	0010-801-3220-31400	4,738.00	AMBULANCE BILLING SVC.	17-0271	314622	
	0010-801-3220-31400	1,238.00	AMBULANCE BILLING SVC.		314622	12,624.00
WOLFF LANG CHRISTOPHER ARCHITECTS,	0010-801-5002-99730	10,725.00	FIRE STATION REMODELING	17-0290	314623	10,725.00
RICKY WONG	0159-801-6507-31940	143.00	INSTRUCTOR-RECREATION CLASS		314624	143.00
THOMAS WONG	0159-801-6507-31940	723.80	INSTRUCTOR-RECREATION CLASS		314625	
	0159-801-6507-31940	57.20	INSTRUCTOR-RECREATION CLASS		314625	781.00

* Indicates an E-Payable transaction

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CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
JOHNNY YANG	0092-701-0092-07520	90.23	REFUND WATER METER		314626	90.23
MENG FAI ZHI	0010-701-0010-02010	52.50	REFUND BUSINESS LICENSE		314627	
	0077-701-0077-02110	69.24	REFUND BID FEE		314627	121.74
TOTAL FOR REGULAR WARRANTS						927,465.90
	PRINTED	896,728.90				
	E-PAYABLE	30,737.00				

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
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TOTAL FOR PREPAID WARRANTS	135,419.44
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	896,728.90
TOTAL FOR PRINTED E-PAYABLES	30,737.00
TOTAL WARRANTS	1,062,885.34
TOTAL VOID CHECKS	6
TOTAL PREPAID CHECKS	75
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	193
TOTAL E-PAYABLES PRINTED	18
TOTAL CHECKS ISSUED	286

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 06/07/2017
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	55,212.15	305,541.98	360,754.13
0022	STATE GAS TAX FUND	5,850.15	31,764.94	37,615.09
0042	SEWER FUND	180.00	218.81	398.81
0043	REFUSE FUND	566.93	442,548.95	443,115.88
0060	CITY SHOP FUND	4,988.76	34,231.71	39,220.47
0062	GENERAL LIABILITY FUND	0.00	750.00	750.00
0070	PARK FACILITIES FUND	114.16	1,400.00	1,514.16
0071	PUBLIC SAFETY IMPACT FEE FUND	5,885.84	2,805.16	8,691.00
0075	SPECIAL DEPOSITS FUND	25,786.80	12,553.46	38,340.26
0077	BUSINESS IMPROVEMENT AREA #1	0.00	69.24	69.24
0092	WATER FUND	7,716.59	32,799.60	40,516.19
0093	WATER TREATMENT FUND	5,275.31	23,603.23	28,878.54
0109	OPA PROPOSITION A	139.18	4,516.38	4,655.56
0110	MEASURE R FUND	0.00	3,845.43	3,845.43
0131	LIBRARY TAX FUND	0.00	1,134.13	1,134.13
0132	STC STANDARDS/TRAINING/CORREC	999.50	0.00	999.50
0136	POST	11,650.65	0.00	11,650.65
0142	EL CIVIC EDUCATION GRANT	0.00	150.00	150.00
0152	HOME HOUSING PROGRAM	0.00	745.88	745.88
0159	RECREATION FUND	7,206.15	8,288.25	15,494.40
0160	ASSET FORFEITURE	2,588.32	6,555.42	9,143.74
0169	CDBG FUND	119.80	131.62	251.42
0176	MAINTENANCE DISTRICT 93-1	12.86	736.29	749.15
0178	PROP A - PER PARCEL GRANT	46.90	190.00	236.90
0344	MAINTENANCE GRANT (075)	0.00	4,090.00	4,090.00
0445	LITERACY TRUST GRANT	1,079.39	2,160.00	3,239.39
0465	GROUND EMERG MEDICAL TRANSPORT	0.00	6,635.42	6,635.42

CITY OF MONTEREY PARK
 FINAL WARRANT REGISTER
 COUNCIL MEETING DATE 06/07/2017
 FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
	TOTAL	135,419.44	927,465.90	1,062,885.34



City Council Staff Report

DATE: June 7, 2017

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

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: City Council Minutes

RECOMMENDATION:

It is recommended that the City Council

- (1) Approve the minutes from the regular meeting of May 3, 2017 and the special meeting of May 3, 2017; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,

Vincent D. Chang
City Clerk

Prepared by:

Timothy Huynh
Minutes Clerk

Approved By:

Ron Bow
Interim City Manager

Attachments: May 3, 2017 special meeting minutes
May 3, 2017 regular meeting minutes

ATTACHMENT 1

Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
MAY 3, 2017**

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, May 3, 2017 at 6:00 p.m.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 6:00 p.m.

ROLL CALL:

Interim City Manager Bow called the roll:

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

Council Members Absent: None

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

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL & WRITTEN COMMUNICATIONS

None.

NEW BUSINESS

None.

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

**1. PUBLIC EMPLOYEE APPOINTMENT / PUBLIC EMPLOYMENT – GOVERNMENT
CODE § 54957**

Title: City Manager

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 6:41 p.m.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance
the quality of life for our entire community

Action Taken: City Attorney Mark Hensley reported out of closed session that direction was given to proceed with the City Manager recruitment.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
MAY 3, 2017**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, May 3, 2017 at 7:00 p.m.

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

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 7:02 p.m.

FLAG SALUTE:

The Monterey Park Fire Explorers led the flag salute.

ROLL CALL:

City Clerk Vincent Chang called the roll:

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

Council Members Absent: None

ALSO PRESENT: Interim City Manager Ron Bow, City Treasurer Joseph Leon, City Attorney Mark Hensley, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Human Resources and Risk Management Tom Cody, Director of Community & Economic Development Michael Huntley, Controller Annie Yaung, Interim Director of Recreation & Community Services Robert Aguirre, Interim Public Works Manager Niles Boyer, Water Utility Manager Frank Heldman, Assistant City Engineer Rey Alfonso, Principal Management Analyst Bonnie Tam, Parks Superintendent Chris Reyes, Deputy City Clerk Cindy Trang

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

Interim City Manager Bow reported Item Nos. 6G and 6H will be continued to the May 17, 2017 regular City Council meeting and heard Agenda Item No. 7B after Oral and Written Communications.

City Attorney Hensley reported out of the closed session that direction was given to proceed with the City Manager recruitment.

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

ORAL AND WRITTEN COMMUNICATIONS

- Nancy Arcuri, a resident of Monterey Park, spoke regarding Ordinance 1934 and the Recreation and Parks Commission.
- Sarkis Antonian, resident of Monterey Park, spoke regarding school districts and bonds.
- James Bradshaw, resident of Monterey Park, spoke regarding upcoming developments in his neighborhood.
- R. Sheldon Hess, a resident of Monterey Park, spoke regarding assistance and entertainment for the homeless.
- Troy Grant, representative for the Monterey Park Police Officers Association, expressed his gratitude in regards to the recent negotiations between the City and the Police Officers Association.
- Larry Sullivan, resident of Monterey Park, spoke regarding the Lions Breakfast on Saturday, May 6, 2017.
- Carol Sullivan, representative of the Library Foundation, spoke regarding the upcoming Library Gala.
- Joseph Leon, City of Monterey Park Treasurer, spoke regarding different investment opportunities.
- Alejandra Carrillo and Huiyu Chen, students of Schurr High School, informed and invited all residents to upcoming events at Schurr High School.
- Jesus Ortiz and Victoria Chavez, residents of Monterey Park, invited all residents to the Cinco De Mayo event on May 7, 2017.
- Randall Avila and Paul Lee, Chairman of the Recreation and Parks Commission, spoke regarding the Monterey Park Youth Leadership Academy (MPYLA).
- Kassandra Vera, representative for MPYLA, spoke regarding ways to improve the community.
- Ulona Iglesias, representative for MPYLA, spoke regarding ways to improve the community.
- Liam Iglesias, representative for MPYLA, spoke regarding ways to improve the community.

- Annie Wu, representative for MPYLA, spoke regarding ways to improve the community.
- Colette Han, representative for MPYLA, spoke regarding ways to improve the community.

1. PRESENTATIONS

1A. PRESENTATION OF MUNICIPAL CLERKS WEEK PROCLAMATION

The City Council presented a proclamation to the City Clerk's Office for Municipal Clerks Week.

Action Taken: Discussion only. No action taken.

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

NEW BUSINESS

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF MAY 3, 2017

See Successor Agency minutes.

2B. SUCCESSOR AGENCY (SA) MINUTES

See Successor Agency minutes.

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

3. CITY OF MONTEREY PARK CONSENT CALENDAR
None.

4. PUBLIC HEARING
None.

5. OLD BUSINESS

5A. CITY OF MONTEREY PARK RENTAL REHABILITATION PROGRAM GUIDELINES

On April 5, 2017, the City Council approved the updated Residential Rehabilitation Program. The goal of this Program is to assist eligible low- and moderate-income single-family residential owner-occupants in maintaining the City's existing housing stock by means of home rehabilitation. At the same meeting, staff also presented a

new Rental Rehabilitation Program intended to assist non-profit housing providers in the community. Subsequent to Council discussion, this item was held over to allow staff time to look into the local nonprofit organizations. Specifically, the Council was concerned with providing funding to those nonprofit organizations whose executive staff earn over \$200,000 annually. Staff has conducted the research and is requesting the City Council consider this information and move forward with adopting a resolution approving the Rental Rehabilitation Program Guidelines.

Discussion: The City Council directed staff to look into the policy that establishes polling locations and adopt a rule for transparency.

Action Taken: The City Council adopted Resolution No. 11915 approving the new Rental Rehabilitation Program Guidelines.

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

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

Resolution No. 11915, entitled:

A RESOLUTION ADOPTING THE 2017 RENTAL REHABILITATION PROGRAM GUIDELINES FOR USE WITH THE HOME PROGRAM

6. NEW BUSINESS

New Business items were taken in the following order: 6A and 6B were taken together, 6D, 6E, 6I, 6K, 6M, 6N, 6C, 6F, 6J, 6L.

6A. **WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF MAY 3, 2017**

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 313899-314105 and e-Payables numbered 000613-000626.

Action Taken: The City Council approved Item Nos. 6A-6B. The City Council approved payment of warrants and adopted Resolution No. 11916 allowing certain claims and demands per Warrant Register dated May 3, 2017 totaling \$1,836,108.52 and specifying the funds out of which the same are to be paid.

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

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

Resolution No. 11916, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED THE 3RD DAY OF MAY 2017 TOTALING \$1,836,108.52 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

6B. CITY COUNCIL MINUTES

Approve the minutes from the regular meeting of April 5, 2017 and the special meetings of April 5, 2017.

Action Taken: The City Council approved the minutes from the regular meeting of April 5, 2017 and the special meeting of April 5, 2017. Motion taken with Item No. 6A.

6C. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA DELCARING MAY 14 – 20, 2017 AS “POLICE WEEK” AND MONDAY, MAY 15, 2017 AS “PEACE OFFICERS MEMORIAL DAY.”

The week of May 14-20 is recognized as “National Police Week” and May 15 is Peace Officers Memorial Day.” The City Council is requested to approve a Resolution to observe both National Police Week and Peace Officers Memorial Day.

Action Taken: The City Council adopted Resolution No. 11918 declaring May 14-20, 2017 as “Police Week” in Monterey Park and Monday, May 15, 2017 as “Peace Officers Memorial Day.”

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

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

Resolution No. 11918, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA DECLARING MAY 14-20 AS POLICE WEEK IN MONTEREY PARK AND MONDAY, MAY 15 AS PEACE OFFICERS' MEMORIAL DAY

6D. PURCHASE AND CONVERSION OF THREE (3) 2017 FORD POLICE INTERCEPTOR SUVs

The 2016-17 budget includes \$350,000 for the replacement and conversion/up-fitting of five patrol vehicles for the Police Department. Staff researched optional vehicles and determined the Ford Police Interceptor SUV is the best replacement choice as this vehicle meets the Police Department's needs. Five Ford Police Interceptor SUV's have already been purchased and approximately \$140,000 of funding remains for the purchase and conversion of vehicles. Staff recommends the purchase of three Ford Police Interceptor SUV's.

Action Taken: The City Council (1) waived the bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050(5); (2) authorized the City Manager or designee to execute a contract in a form approved by the City Attorney for purchasing three 2017 Ford Police Interceptor SUVs through Wondries Fleet Group for a total of \$93,571.14; and (3) authorized the City Manager or designee to execute a contract in a form approved by the City Attorney for the conversion/up-fitting of three 2017 Ford Police Interceptor SUVs through an already approved City vendor, not to exceed \$33,000.

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

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

6E. SERVICES AGREEMENT – DOOLEY ENTERPRISES, INC. AND ALLOCATION OF \$16,000 FROM THE POLICE DEPARTMENT ASSET FORFEITURE FUND

The Police Department's current fiscal year budget includes \$16,500.00 for the purchase of ammunition used for training and on-duty purposes. The current budgeted amount is no longer sufficient to supply our officers with the ammunition needed to conduct firearms training and qualifications. Ammunition costs have increased over 100% since 2005. The department requires the use of two types of training ammunition, frangible lead free for indoor use and ball ammunition for outdoor use. Additionally, the department had to undergo State mandated short barrel rifle training to be in compliance with California Penal Code Section 33220.

Additional funding in the amount of \$16,000.00 from the Asset Forfeiture Fund is being requested to pay for the additional ammunition ordered and received to sustain the department's firearms training and qualification needs. The total amount of the agreement will not exceed \$35,000.00 (allowing for a \$2,500 contingency) for fiscal year 2016/2017.

Action Taken: The City Council (1) authorized the Interim City Manager to execute a Services Agreement (not to exceed \$35,000 annually), in a form approved by the City Attorney, between the City of Monterey Park and Dooley Enterprises, Inc., and (2) allocated \$16,000 from the Asset Forfeiture Account to the Ammo and Explosives Account.

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

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

6F. FIRST AMENDMENT TO THE WEED ABATEMENT AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF MONTEREY PARK

On June 12, 2012, the City of Monterey Park entered into an Agreement with the County of Los Angeles, Department of Agricultural Commissioner/Weights and Measures to provide weed abatement services. The County of Los Angeles submitted letter to the City of Monterey Park that the Weed Abatement Agreement will be expiring on June 30, 2017. As such, staff is requesting that the City Council consider approving a First Amendment to the Agreement thereby extending the Agreement for an additional five year term. All other components of the original Agreement will be in effect.

Attached to this staff report is the original City Council staff report from the April 18, 2012 meeting along with the executed Agreement between the County of Los Angeles and the City of Monterey Park.

Action: The City Council authorized the City Manager to execute an amendment to the Weed Abatement Agreement between the County of Los Angeles and the City of Monterey Park in a form approved by the City Attorney.

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

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

6G. 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 THE MONTEREY PARK POLICE CAPTAINS ASSOCIATION FIXING THE RATE OF COMPENSATION AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR REPRESENTED EMPLOYEES FOR THE TERM JULY 1, 2016 TO JUNE 30, 2018

Representatives of the City of Monterey Park have meet on numerous occasions with representative of the Monterey Park Police Officers Association (MPPOA) regarding wages and employment benefits. The results of these negotiations are contained in the attached Memoranda of Understandings (MOU's), which is being presented to the City Council for approval and adoption of an implementing Resolution.

The Memoranda of Understandings contain the following as summarized:

- 5% Salary Schedule increase – 7/1/16
- 5% Salary Schedule increase – 7/1/17
- 2.5% Salary Schedule increase – 1/1/18
- Medical increase of \$50 after June 30, 2017 and \$50 after January 1, 2018
- Longevity of \$100 for 20 years, \$350 for 25 years
- Dental increase of \$10 after June 30, 2017 and \$10 after June 30, 2018
- Total 2-year contract is: \$1,203,195

The City has come to terms with the POA Captains' Unit and continues to meet with the representatives of the Monterey Park Police Officers' Mid-Management Association to reach a contract agreement at this time and staff plans to bring either one or both of these MOUs to the Council at their May 3, 2017 meeting.

Recommendation: It is recommended that the City Council (1) adopt a Resolution approving implantation of the Memoranda of Understanding between the City of Monterey Park and the Monterey Park Police Captains Association, and (2) authorize the expenditure of \$22,278 for the 2017-2018 fiscal year, and amend the 2017-2018 Budget accordingly.

Action Taken: The City Council continued this item to the next regular City Council meeting of May 17, 2017.

Proposed Resolution, entitled:

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2016-2018 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK POLICE CAPTAINS' ASSOCIATION

6H. CENTRALIZED GROUNDWATER TREATMENT SYSTEM – APPROVAL OF DESIGN

On August 17, 2016, the City Council awarded a contract to J.R. Filanc Construction Company for the Design-Build of the Centralized Groundwater Treatment System at the Delta Plant. Filanc has completed 90% design of the project and is requesting authorization to proceed with construction. Staff is requesting that City Council adopt the resolution that approves the design and issue a notice to proceed for the next phase (construction) of the project.

Recommendation: It is recommended that the City Council (1) adopt a Resolution approving the design for the Centralized Groundwater Treatment System project and (2) issue the Design-Build Team a Notice to Proceed for Construction.

Action Taken: The City Council continued this item to the next regular City Council meeting of May 17, 2017.

Proposed Resolution, entitled:

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE CENTRALIZED GROUNDWATER TREATMENT PROJECT PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT

6I. SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) MAINTENANCE SERVICES – AWARD OF CONTRACT

On March 16, 2016, the Water Division released a bid for the service and maintenance of the Supervisory Control and Data Acquisition (SCADA) system. Staff has completed the bidding process and requests City Council authorization for the Interim City Manager to execute a three-year agreement, in a form approved by the City Attorney, with Control Automation Design for total not to exceed \$150,000 for SCADA maintenance services.

Public Speaker:

- Jay Ware, a representative for Ware Disposal, was called to speak but withdrew his speaker card.

Action Taken: The City Council authorized the City Manager to execute a three-year agreement, in a form approved by the City Attorney, with Control Automation Design for a total not to exceed \$150,000, for SCADA Maintenance Services.

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

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

6J. NEW WASTE HAULER IMPLEMENTATION SCHEDULE

At its regular meeting on January 18, 2017, the City Council awarded an exclusive residential waste hauler contract to Athens Services; it also awarded commercial waste hauler contracts to Athens Services and Ware Disposal. At that meeting, the City Council directed staff to present a detailed implementation schedule at a future meeting. Staff recommends that the City Council consider receiving and filing this informational report.

Action Taken: The City Council received and filed this information report.

6K. ON-CALL HEATING VENTILATION AND AIR CONDITION (HVAC) MAINTENANCE SERVICES AGREEMENT

Staff recently completed the bidding process for on-call HVAC maintenance services. A Request for Proposals (RFP) was mailed to nine HVAC contractors from the City's qualified contractor's list per the Monterey Park Municipal Code. One bid was received. Staff recommends the City Council authorize entering into a three-year maintenance services agreement with Barberio Enterprises, Inc., DBA Westco Service Company, in the total amount of \$195,000 for on-call HVAC maintenance services.

Action Taken: The City Council authorized the City Manager to execute a three-year maintenance services agreement in a form approved by the City Attorney, with Barberio Enterprises, Inc. DBA Westco Service Company, in the amount of \$195,000, for on-call HVAC (Heating Ventilation Air Conditioning) maintenance services.

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

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

6L. ON-CALL FACILITIES PAINTING SERVICES

Staff recently completed the bidding process for on-call facilities painting maintenance services. Notices Inviting Bids (NIB's) were sent to five local, painting contractors and one bid was received. Staff recommends the City Council authorize the City Manager to enter into a three-year on-call maintenance contract, pursuant to MPMC Chapter 3.100, with Irma Leticia Cobain, DBA R & L Quality Painting, Inc., in the amount of \$150,000.

Recommendation: It is recommended that the City Council authorize the City Manager to execute a three-year on-call maintenance contract, in a form approved by the City Attorney, with Irma Leticia Cobain, DBA R& L Quality Painting Inc., in the amount of \$150,000 for on-call facilities painting services.

Action Taken: The City Council continued this item to the next regular City Council meeting of May 17, 2017.

6M. APPROVAL OF AMENDMENT TO COMPLETE LANDSCAPE CARE AGREEMENT

On August 15, 2012, the City Council awarded Complete Landscape Care Inc. a contract to provide landscape and irrigation maintenance to City medians and other areas of Parks operations. Staff is requesting an amendment to that contract to increase the annual cost by \$135,000, from \$62,600 to \$197,600. The additional cost will include the addition of landscape maintenance services to Water and Maintenance Services Division locations.

Action Taken: The City Council authorized the City Manager to execute an amendment to the existing Agreement with Complete Landscape Care, Inc., for landscaping services, which expires on October 1, 2017, in a form approved by the City Attorney, increasing the agreement amount by \$135,000.

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

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

6N. SOUTH ATLANTIC BANNER POLES – AUTHORIZATION TO ADVERTISE

The Engineering Division has prepared bid specifications for the South Atlantic Banner Poles and is requesting the City Council's authorization to advertise the project for bids.

Action Taken: The City Council adopted Resolution No. 11917 authorizing staff to advertise the South Atlantic Banner Poles project.

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

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

Resolution No. 11917, entitled:

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE SOUTH ATLANTIC BANNER POLES PROJECT PURSUANT TO GOVERNMENT CODE §830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT

7. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Member Ing invited all residents to the Cinco De Mayo Celebration on May 7, 2017.

Council Member Liang invited all residents to Fire Service Day at Fire Station 61 on Saturday May 6, 2017.

Council Member Chan made an announcement regarding Cinco De Mayo, Fire Service Day, and Play Days.

Mayor Pro Tem Lam made an announcement regarding Fire Service Day and Library Gala.

Mayor Real Sebastian made an announcement regarding Walk with the Mayor, Cinco De Mayo, Play Days, and wished everyone a Happy Mother's Day.

7A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK PROVIDING FOR THE ESTABLISHMENT AND DISTRIBUTION OF A REWARD FUND FOR PERSONS WHO FURNISH INFORMATION ELADING TO THE ARREST AND CONVICTION OF THE PERSON CAUSING THE DEATH OF ABEL CASTELLANOS ON JANUARY 27, 2015 (REQUESTED BY MAYOR REAL SEBASTIAN)

Action Taken: The City Council adopted Resolution No. 11919 providing the establishment and distribution of a reward fund for persons who furnish information leading to the arrest and conviction of the person causing the death of Abel Castellanos.

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

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

Resolution No. 11919, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING MAY 6, 2017, DAY OF INCLUSION ON THE 135TH ANNIVERSARY OF THE CHINESE EXCLUSION ACT IN RECOGNITION OF THE HARM CAUSED BY RACIALLY DISCRIMINATING IMMIGRATION MEASURE AND HONORS THE CONTRIBUTIONS OF ALL IMMIGRANTS AND REFUGEES WHO HAVE ENRICHED OUR COMMUNITIES

7B. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING MAY 6, 2017, DAY OF INCLUSION ON THE 135TH ANNIVERSARY OF THE CHINESE EXCLUSION ACT IN RECOGNITION OF THE HARM CAUSED BY RACIALLY DISCRIMINATING IMMIGRATION MEASURES AND HONORS THE CONTRIBUTIONS OF ALL IMMIGRANTS AND REFUGEES WHO HAVE ENRICHED OUR COMMUNITIES (REQUESTED BY COUNCIL MEMBER CHAN)

May 6, 2017 is the 135th anniversary of the day (May 6, 1882), when the Congressional bill was signed that enacted the Chinese Exclusion Act. With this Act as the "blueprint", successive national laws and policies were passed to shape a framework to exert control for exclusion, or denial, of hopeful migrants to the United States. Under the cover of the Chinese Exclusion Act and its successors, state and local governments would feel justified to pass legislation and regulations against their Chinese inhabitants.

In retrospect, the Chinese Exclusion Act is unconstitutional as it singled out a specific group of peoples by race as a target of discrimination. It would take 60 years to repeal the original Act, under a wartime necessity, and nearly 130 years before any sort of "regret" was expressed by Congress. In the meantime, Chinese and Chinese Americans in the US have suffered every moment, every action, every offense and every heartbreak, as triggered and scripted by that Act.

This item was heard after oral and written communications.

Public Speakers:

- Charles Mau, representative for Chinese American Citizen's Alliance and the Greater San Gabriel Valley Lodge, expressed his support for this resolution.

Action Taken: The City Council adopted Resolution No. 11914 declaring May 6, 2017 Day of Inclusion as amended to modify "sexual preference" to "sexual orientation."

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

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

Resolution No. 11914, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING MAY 6, 2017, DAY OF INCLUSION ON THE 135TH ANNIVERSARY OF THE CHINESE EXCLUSION ACT IN RECOGNITION OF THE HARM CAUSED BY RACIALLY DISCRIMINATING IMMIGRATION MEASURE AND HONORS THE CONTRIBUTIONS OF ALL IMMIGRANTS AND REFUGEES WHO HAVE ENRICHED OUR COMMUNITIES

8. **CLOSED SESSION**

None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 9:51 p.m.

Vincent D. Chang
City Clerk



City Council Staff Report

DATE: June 7, 2017

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

TO: The Honorable Mayor and City Council

FROM: Tim Shay, Support Services Manager
Tito Haes, Interim Director of Public Works

SUBJECT: Approve the Notice of a Proposition 218 Public Hearing for Solid Waste Customer Rate Changes and Set a Public Hearing Date on August 2, 2017.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving the Proposition 218 Notice of Public Hearing for setting new Solid Waste Customer Rates;
2. Setting a Public Hearing Date on August 2, 2017;
3. Authorizing the City Manager or designee to execute a contract in a form approved by the City Attorney with Infosend for the printing and mailing of the Proposition 218 Notices through an already approved City vendor, in an amount not to exceed \$35,000; and
4. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

At the April 5, 2017 City Council meeting, staff received approval to enter into an agreement with Raftelis Financial Consultants to develop new solid waste rates. Following that meeting, City staff worked closely with Raftelis Financial Consultants to develop proposed rates for the City's residential and commercial customers. A Proposition 218 notice is attached for City Council consideration. A public hearing is proposed for August 2, 2017. Staff also recommends entering into a contract with Infosend for the printing and mailing of the Proposition 218 notices in an amount not to exceed \$35,000.

BACKGROUND:

Raftelis Financial Consultants prepared a study proposing new rates for solid waste which factors not only the City's costs for these services, but also the new rates that the City will be paying to Athens Services and Waste Disposal with the new contracts pricing beginning on September 1, 2017.

The proposed rate schedule from Raftelis differs from the City's current rate schedule, which places single-family customers into classes based on the assumption that each unit of service is based on a combination of one Black and one Green can of their chosen size. The new per-unit billing rates calculated in this study will allow service levels to be charged in a more exacting manner.

Below is a table from the report prepared by Raftelis showing the new proposed rates compared to the previously approved rates for September 2017 to demonstrate the potential savings to residential customers for all rates except the charge for an additional 96 gallon Black can.

Comparison of Current and Proposed Residential Rates

	Sep-17	Proposed	Difference
96 Black/64 Green	\$26.54	\$24.00	(\$2.54)
96 Black/96 Green	\$27.40	\$24.51	(\$2.89)
64 Black/96 Green	\$25.56	\$23.31	(\$2.25)
64 Black/64 Green	\$24.85	\$22.80	(\$2.05)
Extra 96 Black	\$6.95	\$9.36	\$2.41
Extra 96 Green	\$4.68	\$4.10	(\$0.58)
Roll-Out	\$21.81	\$11.34	(\$10.47)
Multi-Family	2-yard Bin		
1x per week	\$228.48	\$124.80	(\$103.68)
2x per week	\$327.79	\$216.08	(\$111.71)
3x per week	\$463.18	\$307.36	(\$155.82)
4x per week	\$587.95	\$398.64	(\$189.31)
5x per week	\$706.24	\$489.92	(\$216.32)

Proposition 218

For solid waste rate increases, the California Constitution, through Proposition 218, requires that local governments give a special form of mailed notice to property owners at least 45 days before holding a public hearing. Property owners may then protest the rate increases by filling out the protest portion of the notice and returning it to the City prior to the close of the public hearing. Approximately 30,000 notices will be mailed to parcel owners and utility customers. Out of the 16,359 parcels in Monterey Park, 8,180 valid protests are needed to stop the Council from implementing the proposed rates, and only one ballot protest will be counted per parcel. Staff recommends that the most conservative approach to the 218 process is to send the protest ballots to the property owners as well as to the tenants if the tenant is the utility customer.

Attached is the draft Notice to Parcel Owners of a Proposed Rate Adjustment and a Notice of a Public Hearing set for August 2, 2017 at 7:00 p.m., and a Schedule of Proposed Solid Waste Rate Adjustments over a 5 year period.

FISCAL IMPACT:

The new contract pricing from Athens and Ware will save the City approximately \$75,000 per month and \$6.2 million over the seven year term of the franchise. Though the City incurs regulatory, administrative, and overhead costs that must be recovered from all customers and billing costs from residential customers, the proposed fee schedule for residential rates still reflects a savings to customers for their solid waste services.

The anticipated costs for printing, inserting, and providing postage for the approximately 30,000 Proposition 218 notices required for the new solid waste fees will an amount not to exceed \$35,000. Staff recommends entering into a contract with Infosend for the printing and mailing of the notices. Infosend handled the printing and mailing services in 2014 for the City's Proposition 218 Notices. Not only do they have the experience in this service, but they also have the ability to meet the City's tight timeline.

Respectfully submitted by:



Tim Shay
Support Services Manager

Reviewed by:



Tito Haes
Interim Director of Public Works

Approved by:



Ron Bow
Interim City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. Report from Raftelis Financial Consultants
2. Proposed 218 Notice

ATTACHMENT 1

Report from Raftelis Financial Consultants



150 N Santa Anita,
Ste 470,
Arcadia, CA 91006

Phone 626 .583 . 1894
Fax 213.262.9303

www.raftelis.com

May 25, 2017

Mr. Tim Shay
Support Services Manager
City of Monterey Park
320 W Newmark Ave
Monterey Park, CA 91754

Subject: Solid Waste Rate Study Report

Dear Mr. Shay:

Raftelis Financial Consultants (RFC) was engaged by the City of Monterey Park (City) to determine cost of service rates for residential and commercial solid waste collection and disposal. The City currently contracts with Athens Services (Athens) to provide the waste hauling service. The City recently renegotiated its agreement with Athens for both residential and commercial customers and has negotiated a new agreement with Ware Services (Ware) to provide service to commercial customers only. Commercial customers will have the choice of continuing to receive service from Athens or switching to Ware. The City bills residential customers and Athens/Ware bills the commercial customers directly. The City incurs regulatory, administrative, and overhead costs that need to be recovered from all customers and billing costs from residential customers. RFC is tasked with determining new rates based on the latest data and budgetary information. This report details the data, analysis, and proposed rates calculated in the study.

The City contracts with Athens to provide solid waste collection, removal and disposal services for about 12,200 single-family residential (SFR) customers, 490 multifamily residential (MFR) customers, and 736 commercial customers within city limits. Services include collection and disposal for mixed waste carts, food waste and green waste carts, and mixed waste bins (carts are collected from single-family residences while bins are associated with multifamily units). Commercial customers will have a choice between Athens and Ware for solid waste collection, removal and disposal services and are billed by the service provider.

The rates derived in this study are based on Athens' rates and Ware's rates, and on the City's budgeted costs for management and administration of the solid waste utility. As detailed below, we calculate updated solid waste rates by allocating the City's cost into fixed and variable costs and determining the costs for residential and commercial classes. Athens' and Ware's rates are passed through to each customer based on each provider's rates. Variable costs are allocated to each customer class based on their proportional volume of waste and fixed costs are allocated by the number of accounts and bins. Based on City budgets and inflation assumptions, we calculate rates for fiscal year (FY) 2018 through FY 2023 in a manner that preserves revenue stability for the solid waste utility while ensuring fairness and equity for the City's solid waste customers.

CONTRACTOR RATES AND CUSTOMER DATA

Table 1 displays the monthly residential unit charges from Athens for each service type starting September 2017. Using this schedule of charges, we derive the total revenues that Athens would earn based on the number and size of cans and bins and number of pick-ups per week shown in **Table 2**. Athens' costs for SFR cart services are based on the number and type of cans collected, with a separate cost for the first can and a separate charge for each additional can. Note that there are three sizes of residential carts: 35 gallons, 64 gallons, and 96 gallons, and different charges for mixed waste ("Black" carts) and food/green waste ("Green" carts).

For MFR bins, costs are developed on a per-cubic-yard basis per pick-up. Athens' charge for bins is uniform at \$40.84 per cubic yard (cu. yd.) per pick-up (some MFR customers have multiple pickup services per week). If a customer needs three pick-ups per week the charge will be three times as much per cubic yard.

Table 1
Proposed Monthly Athens Charges for Solid Waste Service

FY 2018			
Single-Family Residential (per can)			
35 Black	\$8.28	64 Black (Additional)	\$5.41
64 Black (Initial)	\$10.62	96 Black (Additional)	\$8.00
96 Black (Initial)	\$11.82	64 Green (Additional)	\$1.91
35 Green	\$5.32	96 Green (Additional)	\$2.74
64 Green (Initial)	\$6.07	Roll-Out Service	\$10.00
96 Green (Initial)	\$6.57		
Multi-Family Bins (per cu.yd.)			
1x per week	\$40.84		

MFR charges will increase in proportion to the size of the bin and number of collections per week; for example, a two cubic yard bin once a week would pay \$81.68 per month and \$245.04 if the two cubic yard bin is picked up three times a week.

Table 2
Units of Service

	FY 2018
Total Units of Service	
Single-Family Residential (cans)	
35 Black	5
64 Black	2,420
96 Black	9,795
35 Green	5
64 Green	3,040
96 Green	9,155
64 Black (Additional)	850
96 Black (Additional)	3,386
64 Green (Additional)	750
96 Green (Additional)	1,866
Roll-Out	105
Total Mixed-Waste Cart Customers [A]	12,220
Total Green Waste Cart Customers	12,200
Total Additional Black Cans	4,236
Total Additional Green Cans	2,616
Total Roll-Out Customers	105
Multi-Family Bins (cu.yds.)	
1x per week	482
2x per week	633
3x per week	102
4x per week	34
5x per week	2
Total Bins Customers [B]	490
Total Weekly Bins (cu.yds.)	2,200
Total Residential Customers [A]+[B]	12,710

The total residential charges from Athens are detailed in **Tables A-1 and A-2** in the Appendix. Based on these charges and the number of cans, bins and type of service (collections per week), Athens' charges for one full year starting September 2017 amount to \$4,191,414, as shown in **Table 3**.

Table 3
Total Residential Charges from Athens

Total Charges from Athens	Monthly	Annually
Residential Cart Service: Mixed Waste	\$174,262	\$2,091,139
Residential Cart Service: Green Waste	\$85,185	\$1,022,218
Residential Bin Service: Mixed Waste	\$89,838	\$1,078,056
Total Contractor Charges (Monthly)	\$349,284	\$4,191,414

Commercial customers within the City have a choice between Athens and Ware. The total charges from each contractor are shown in **Tables A-3 and A-4** in the Appendix. Based on the charges and the number of customers and service type, the total annual commercial charges from Athens amount to \$2,493,482 (line 82 of **Table A-3**) and \$2,184,969 (line 82 of **Table A-4**) from Ware.

CITY OPERATING AND MAINTENANCE (O&M) EXPENSES

For this analysis, we incorporated several key assumptions related to budget inflation projections. These assumptions are detailed in **Table 4**, which displays the annual inflation factor for each cost category. Budgeted costs to be inflated over the five-year study time horizon include salaries, PERS employee benefit liabilities, medical benefits, other benefits, and general costs. These inflation factors, used to determine costs in future years, are based on discussion with City staff. The costs of contract services are not inflated—these are considered pass-through costs independent of the City’s budgeting decisions. Pass-through increases in Athens and Ware service charges will be automatically added to the rate schedule in subsequent years. Based on discussions with City staff, we do not anticipate any increases in accounts or per-customer usage over the study period or changes in the current usage patterns in the number or size of bins.

Table 4
Key Assumptions

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Inflation Assumptions						
Salary	5.0%	5.0%	3.0%	3.0%	3.0%	3.0%
PERS	28.7%	31.9%	35.6%	39.6%	42.3%	44.5%
Medical	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Other Benefits	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
Contractor	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
General	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Growth Assumptions						
Account Growth	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Usage Growth	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Based on these assumptions, we project the City’s budget for solid waste services for FY 2018-2023. All costs are derived from the City’s adopted FY 2018 budget and inflated using the assumptions displayed in **Table 4**. We also include \$50,000 a year in capital costs associated with the adoption of a new customer database and billing system. Projected City expenditures are displayed in **Table 5** along with the Contractor expenses and total revenues from rates.

Table 5
City Costs

<i>Description</i>	Budgeted FY 2018	Projected FY 2019	Projected FY 2020	Projected FY 2021	Projected FY 2022	Projected FY 2023
Salary	\$456,847	\$479,689	\$494,080	\$508,902	\$524,170	\$539,895
Pension	\$112,392	\$148,189	\$200,885	\$280,455	\$398,976	\$576,520
Medical	\$51,747	\$54,334	\$57,051	\$59,904	\$62,899	\$66,044
Other Employee Benefits	\$447,521	\$483,323	\$521,988	\$563,748	\$608,847	\$657,555
City Admin & Miscellaneous	\$881,581	\$908,028	\$935,269	\$963,327	\$992,227	\$1,021,994
Capital Improvement Plan	\$20,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
TOTAL CITY COSTS	\$1,970,088	\$2,123,564	\$2,259,274	\$2,426,336	\$2,637,119	\$2,912,007

Source: Email from Annie dated 4/21/17: Refuse Fund Assumptions and Budget for 2017-2018.

COST OF SERVICE ANALYSIS

The City's costs for solid waste need to be allocated to all customer in proportion to the service received. Based on discussions with City staff we allocated costs to quantity of waste, number of bins collected including frequency, and to customers. Out of the \$1.97 million budget, the City estimates that approximately \$487,127 will be shared proportionally between residential and commercial customers, as shown in the "Shared to Both" column in **Table 6**. These are considered variable expenses related to the regulatory expenses, to be allocated based on the proportional volume of waste generated by residential and commercial customers, shown in **Table 7**. The remaining \$1,482,961 will be allocated 70% to all residential customers and 30% to commercial and MFR customers, due to the nature of the costs, as shown in the last column of **Table 6**. These are considered fixed expenses that are associated with billing residential customers and customer service costs, which will be allocated based on the number of accounts (for billing costs) and number of bins (for customer service costs) for each customer class. The higher percentage of costs to residential customers results from the City's costs in billing and customer service to these customers. Costs allocation for future years (FY 2019-2023) are escalated based on the inflation factors shown in **Table 4**. The City does not incur any billing costs for commercial accounts since billing is done directly by the waste haulers.

Table 6
Allocation of O&M Expenses

<i>Description</i>		Shared to Both	70% Residential - 30% Comm/MFR
Salary	\$456,847	\$114,212	\$342,635
Pension	\$112,392	\$28,098	\$84,294
Medical	\$51,747	\$12,937	\$38,810
Other Employee Benefits	\$447,521	\$111,880	\$335,641
City Admin & Miscellaneous	\$881,581	\$200,000	\$681,581
Capital Improvement Plan	\$20,000	\$20,000	\$0
Total Expenses	\$1,970,088	\$487,127	\$1,482,961

Table 7 shows the annual volume for residential and commercial customers in cubic yards, based on the number of bins, size of bins, number of pickups, and number of customers for each customer class, calculated from **Tables A-2 and A-3**.

Table 7
Annual Volume of Waste

Residential Volume (annual)	121,546 cubic yard
Commercial Volume (annual)	317,850 cubic yard
Total Annual Volume	439,396 cubic yard

Table 8 shows the total number of bins collected, which includes the frequency of the collection, for MFR customers (from **Table A-2**) and commercial customers (from **Table A-3** – sum of the number of bins, number of pickups and number of customers). This is used to allocate the fixed costs allocated to commercial customers based on the number of bins. Since MFR customers' bins are similar to commercial customers, these costs are allocated to MFR bins as well.

Table 8
Monthly Number of Bins Collected

MFR Bins Collected (monthly)	1,058
Commercial Bins Collected (monthly)	2,026
Total Bins Collected (monthly)	3,084

Table 9 shows the costs allocations that proportionately allocate costs between residential and commercial customers, for both fixed and variable expenses. Residential costs include the MFR costs on line 49. Based on the allocations, residential customers are responsible for approximately 67% of the total City costs and commercial customers are responsible for the remaining 33%. Contractor expenses are not inflated since they will be passed through to customers as charges change in future years. The total revenue from rates for residential customers in FY 2018 is \$5.5 million and the total revenue from rates for commercial customers in FY 2018 will be between \$2.8 million and \$3.1 million, depending on which contractor the customers choose.

Table 9
Allocation of O&M Expenses between Residential and Commercial Customers

Line No.	Description	Inflator	Budgeted FY 2018	Projected FY 2019	Projected FY 2020	Projected FY 2021	Projected FY 2022	Projected FY 2023
1	Salary	Salary	\$456,847	\$479,689	\$494,080	\$508,902	\$524,170	\$539,895
2	Pension	PERS	\$112,392	\$148,189	\$200,885	\$280,455	\$398,976	\$576,520
3	Medical	Medical	\$51,747	\$54,334	\$57,051	\$59,904	\$62,899	\$66,044
4	Other Employee Benefits	Other Benefits	\$447,521	\$483,323	\$521,988	\$563,748	\$608,847	\$657,555
5	City Admin & Miscellaneous	General	\$881,581	\$908,028	\$935,269	\$963,327	\$992,227	\$1,021,994
6	Capital Improvement Plan	General	\$20,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
7	TOTAL CITY COSTS		\$1,970,088	\$2,123,564	\$2,259,274	\$2,426,336	\$2,637,119	\$2,912,007
8								
9	Residential Costs - Variable							
10	Salary	Salary	\$31,593	\$33,173	\$34,168	\$35,193	\$36,249	\$37,337
11	Pension	PERS	\$7,773	\$10,248	\$13,892	\$19,395	\$27,591	\$39,869
12	Medical	Medical	\$3,579	\$3,758	\$3,945	\$4,143	\$4,350	\$4,567
13	Other Employee Benefits	Other Benefits	\$30,948	\$33,424	\$36,098	\$38,986	\$42,105	\$45,473
14	City Admin & Miscellaneous	General	\$55,324	\$56,984	\$58,694	\$60,454	\$62,268	\$64,136
15	Capital Improvement Plan	General	\$5,532	\$13,831	\$13,831	\$13,831	\$13,831	\$13,831
16	Subtotal		\$134,750	\$151,418	\$160,629	\$172,003	\$186,394	\$205,214
17								
18	Residential Costs - Fixed							
19	Salary	Salary	\$239,845	\$251,837	\$259,392	\$267,174	\$275,189	\$283,444
20	Pension	PERS	\$59,006	\$77,799	\$105,465	\$147,239	\$209,462	\$302,673
21	Medical	Medical	\$27,167	\$28,525	\$29,952	\$31,449	\$33,022	\$34,673
22	Other Employee Benefits	Other Benefits	\$234,949	\$253,745	\$274,044	\$295,968	\$319,645	\$345,217
23	City Admin & Miscellaneous	General	\$477,107	\$491,420	\$506,162	\$521,347	\$536,988	\$553,097
24	Capital Improvement Plan	General	\$0	\$0	\$0	\$0	\$0	\$0
25	Subtotal		\$1,038,073	\$1,103,326	\$1,175,015	\$1,263,177	\$1,374,306	\$1,519,104
26								
27	Contractor Expenses	Contractor	\$4,191,183	\$4,191,183	\$4,191,183	\$4,191,183	\$4,191,183	\$4,191,183
28								
29	Total Residential Revenue from Rates		\$5,516,630	\$5,608,145	\$5,699,585	\$5,812,083	\$5,953,942	\$6,138,850
30								
31	Commercial Costs - Variable							
32	Salary	Salary	\$82,619	\$86,749	\$89,352	\$92,032	\$94,793	\$97,637
33	Pension	PERS	\$20,325	\$26,799	\$36,329	\$50,719	\$72,153	\$104,261
34	Medical	Medical	\$9,358	\$9,826	\$10,318	\$10,833	\$11,375	\$11,944
35	Other Employee Benefits	Other Benefits	\$80,932	\$87,406	\$94,399	\$101,951	\$110,107	\$118,915
36	City Admin & Miscellaneous	General	\$144,676	\$149,016	\$153,486	\$158,091	\$162,834	\$167,719
37	Capital Improvement Plan	General	\$14,468	\$36,169	\$36,169	\$36,169	\$36,169	\$36,169
38	Subtotal		\$352,377	\$395,966	\$420,052	\$449,795	\$487,430	\$536,644
39								
40	Commercial Costs - Fixed							
41	Salary	Salary	\$102,791	\$107,930	\$111,168	\$114,503	\$117,938	\$121,476
42	Pension	PERS	\$25,288	\$33,342	\$45,199	\$63,102	\$89,770	\$129,717
43	Medical	Medical	\$11,643	\$12,225	\$12,836	\$13,478	\$14,152	\$14,860
44	Other Employee Benefits	Other Benefits	\$100,692	\$108,748	\$117,447	\$126,843	\$136,991	\$147,950
45	City Admin & Miscellaneous	General	\$204,474	\$210,609	\$216,927	\$223,435	\$230,138	\$237,042
46	Capital Improvement Plan	General	\$0	\$0	\$0	\$0	\$0	\$0
47	Subtotal		\$444,888	\$472,854	\$503,578	\$541,362	\$588,988	\$651,045
48								
49	MFR Costs (include in Residential Costs)		\$152,624	\$162,218	\$172,758	\$185,720	\$202,059	\$223,348
50	Commercial Costs		\$292,264	\$310,636	\$330,820	\$355,642	\$386,929	\$427,697
51								
52	Contractor Expenses - Athens	Contractor	\$2,493,482	\$2,493,482	\$2,493,482	\$2,493,482	\$2,493,482	\$2,493,482
53	Contractor Expenses - Ware	Contractor	\$2,184,969	\$2,184,969	\$2,184,969	\$2,184,969	\$2,184,969	\$2,184,969
54								
55	Total Commercial Revenues from Rates - Athens		\$3,138,124	\$3,200,084	\$3,244,354	\$3,298,919	\$3,367,842	\$3,457,823
56	Total Commercial Revenues from Rates - Ware		\$2,829,610	\$2,891,571	\$2,935,841	\$2,990,406	\$3,059,329	\$3,149,310

RESIDENTIAL CUSTOMER RATES

Residential customers' rates are composed of five components, as shown below:

1. Athens' charges per month
2. City administrative charge per cubic yard per month
3. City fixed account charge per month
4. City fixed bin charge per month
5. City fixed bin charge per month for MFR customers only

Table 10 shows the calculation of the of the City costs and unit charges. The City administrative charge per cubic yard per month is calculated based on the total allocated variable cost (from **Table 9**) divided by the total volume of residential waste (from **Table 7**). The City fixed costs (from **Table 9**), which are associated with billing and customer service costs, are further differentiated between account costs and bin costs. Based on City's estimates, 50% of the fixed costs are for billing and allocated equally to residential mixed waste and bin service accounts (from **Table 2**- sum of 12,220 and 490). The remaining fixed costs are associated with customer service and are proportionate to the number and frequency of bins picked up (from **Table 2** for SFR customers and **Table 8** for MFR customers). The City fixed bin charge for MFR customers is based on the number and frequency of bins picked up from MFR customers (from **Table 8**).

Table 10
City Costs and Unit Charges – Residential Customers

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
City Admin Costs - Residential (Annually)	\$134,750	\$151,418	\$160,629	\$172,003	\$186,394	\$205,214
Total Residential Volume (cubic yard)	121,546	121,546	121,546	121,546	121,546	121,546
City Admin Charge per cubic yard per year	\$1.11	\$1.25	\$1.32	\$1.42	\$1.53	\$1.69
City Service Costs - Residential (Annually)	\$1,038,073	\$1,103,326	\$1,175,015	\$1,263,177	\$1,374,306	\$1,519,104
Number of Accounts (Monthly)	12,710	12,710	12,710	12,710	12,710	12,710
Number of Bins Collected (Monthly)	32,435	32,435	32,435	32,435	32,435	32,435
City Fixed Account Charge (Monthly)	\$3.40	\$3.62	\$3.85	\$4.14	\$4.51	\$4.98
City Fixed Bin Charge (Monthly)	\$1.33	\$1.42	\$1.51	\$1.62	\$1.77	\$1.95
City Service Costs - MFR (Annually)	\$152,624	\$162,218	\$172,758	\$185,720	\$202,059	\$223,348
Number of Bins (Monthly)	1,058	1,058	1,058	1,058	1,058	1,058
City Fixed MFR Bin Charge (Monthly)	\$12.02	\$12.78	\$13.61	\$14.63	\$15.92	\$17.59

By combining Athens' charges (from **Table 1**) and the City's charges (from **Table 10**), we derive the new schedule for each Black and Green can of each size, with a separate charge for the first can and a lower charge for each additional can. The City's fixed account charge is assessed to the first mixed waste (black) can. Yard waste (green) cans are not assessed a fixed account charge as they are assumed to be included with each mixed waste account. Rates for multi-family bins are presented as a charge for one cubic yard picked up at various frequency per week. Rates for roll-out service are also calculated and include both the City fixed bin charge and Athens' flat \$10 charge. The proposed rate schedule is detailed in **Table 11** below.

Table 11
Proposed Monthly Solid Waste Rate Schedule – Residential Customers

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Single-Family Residential (cost per can)						
35 Black	\$13.03	\$13.33	\$13.66	\$14.06	\$14.57	\$15.23
64 Black (Initial)	\$15.38	\$15.68	\$16.00	\$16.41	\$16.92	\$17.58
96 Black (Initial)	\$16.58	\$16.89	\$17.21	\$17.62	\$18.13	\$18.79
35 Green	\$6.67	\$6.75	\$6.84	\$6.96	\$7.10	\$7.29
64 Green (Initial)	\$7.42	\$7.51	\$7.60	\$7.72	\$7.86	\$8.05
96 Green (Initial)	\$7.93	\$8.02	\$8.11	\$8.23	\$8.37	\$8.56
64 Black (Additional)	\$6.76	\$6.85	\$6.94	\$7.06	\$7.20	\$7.39
96 Black (Additional)	\$9.36	\$9.45	\$9.54	\$9.66	\$9.80	\$9.99
64 Green (Additional)	\$3.26	\$3.35	\$3.44	\$3.56	\$3.70	\$3.89
96 Green (Additional)	\$4.10	\$4.19	\$4.28	\$4.40	\$4.54	\$4.73
Roll-Out	\$11.34	\$11.42	\$11.51	\$11.63	\$11.77	\$11.96
Multi-Family Bins (cost per cu.yd.)						
1x per week	\$62.40	\$64.05	\$65.54	\$67.36	\$69.67	\$72.68
2x per week	\$108.04	\$110.28	\$112.10	\$114.33	\$117.15	\$120.83
3x per week	\$153.68	\$156.52	\$158.66	\$161.30	\$164.63	\$168.98
4x per week	\$199.32	\$202.75	\$205.22	\$208.27	\$212.11	\$217.13
5x per week	\$244.96	\$248.98	\$251.78	\$255.23	\$259.59	\$265.28

This rate schedule differs from the City's current rate schedule, which groups single-family customers into classes based on the assumption that each unit of service is one Black and one Green can of each size. The per-unit rates calculated in this study, once adopted by the City along with the new billing system, will provide service in a fair and equitable manner under the new contract with Athens.

For comparison purposes, we present the proposed charge and the previously approved charge for September 2017 to each customer class in **Table 12**. Rates for all customers, except the extra 96 black, are lower under the proposed rate schedule. Rates for MFR customers show large reductions because of the larger reductions that Athens has agreed to for those customers. For example, Athens currently charges a monthly fee of \$173.72 for a 2-yard bin for collection once a week, that rate now drops to \$81.67. Rates for the multiple collections per week show similar reductions.

Table 12
Comparison of Proposed and Current Residential Rates

	Proposed	Sep-17	Difference
96 Black/64 Green	\$24.00	\$26.54	(\$2.54)
96 Black/96 Green	\$24.51	\$27.40	(\$2.89)
64 Black/96 Green	\$23.31	\$25.56	(\$2.25)
64 Black/64 Green	\$22.80	\$24.85	(\$2.05)
Extra 96 Black	\$9.36	\$6.95	\$2.41
Extra 96 Green	\$4.10	\$4.68	(\$0.58)
Roll-Out	\$11.34	\$21.81	(\$10.47)
Multi-Family	2-yard Bin		
1x per week	\$124.80	\$228.48	(\$103.68)
2x per week	\$216.08	\$327.79	(\$111.71)
3x per week	\$307.36	\$463.18	(\$155.82)
4x per week	\$398.64	\$587.95	(\$189.31)
5x per week	\$489.92	\$706.24	(\$216.32)

COMMERCIAL CUSTOMERS

Commercial customers' rates are composed of three components, as shown below:

1. Athens' or Ware's charges per month
2. City administrative charge per cubic yard per month
3. City fixed bin charge per month for customer service

Table 13 shows the calculation of the of the City costs and unit charges. The City administrative charge per cubic yard per month is calculated based on the total allocated cost (from **Table 9**) divided by the total volume of residential waste (from **Table 7**). The City fixed costs (from **Table 9**) are allocated based on the number of bins (from **Table 8**).

Table 13
City Costs and Unit Charges – Commercial Customers

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
City Admin Costs - Commercial (Annually)	\$352,377	\$395,966	\$420,052	\$449,795	\$487,430	\$536,644
Total Commercial Volume (cubic yard)	317,850	317,850	317,850	317,850	317,850	317,850
City Admin Charge per cubic yard per month	\$1.11	\$1.25	\$1.32	\$1.42	\$1.53	\$1.69
City Service Costs - Commercial (Annually)	\$292,264	\$310,636	\$330,820	\$355,642	\$386,929	\$427,697
Number of Bins (Monthly)	2,026	2,026	2,026	2,026	2,026	2,026
City Fixed Commercial Bin Charge (Monthly)	\$12.02	\$12.78	\$13.61	\$14.63	\$15.92	\$17.59

Table 14 shows the Athens' rate for each commercial service type, based on Athens' charges (from **Table A-3**) and the City charges (from **Table 13**). The rates also include a 5% Commercial Service Collection Fee and a 5% CERCLA Fee.

Table 14
Proposed Solid Waste Rate Schedule – Commercial Customers (Athens)

			FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Athens								
Commercial Bin Customers - Not AB 1826 - Mixed Waste								
	Size (cubic	Frequency						
Qty	yard)							
1	1.5	1	\$129.37	\$131.18	\$132.64	\$134.43	\$136.69	\$139.65
1	1.5	2	\$203.17	\$206.79	\$209.70	\$213.29	\$217.81	\$223.71
1	1.5	3	\$275.76	\$281.19	\$285.56	\$290.93	\$297.72	\$306.57
1	1.5	4	\$350.81	\$358.05	\$363.87	\$371.04	\$380.09	\$391.90
1	1.5	5	\$428.45	\$437.51	\$444.79	\$453.75	\$465.06	\$479.82
1	2.0	1	\$139.11	\$141.25	\$142.88	\$144.90	\$147.44	\$150.76
1	2.0	2	\$219.22	\$223.50	\$226.77	\$230.80	\$235.89	\$242.53
1	2.0	3	\$297.89	\$304.31	\$309.22	\$315.26	\$322.90	\$332.86
1	2.0	5	\$463.27	\$473.96	\$482.14	\$492.21	\$504.94	\$521.54
1	3.0	1	\$158.61	\$161.40	\$163.40	\$165.86	\$168.97	\$173.02
1	3.0	2	\$251.34	\$256.93	\$260.92	\$265.84	\$272.06	\$280.18
1	3.0	3	\$342.15	\$350.53	\$356.52	\$363.90	\$373.23	\$385.40
1	3.0	4	\$435.94	\$447.11	\$455.10	\$464.94	\$477.38	\$493.61
1	3.0	5	\$532.91	\$546.87	\$556.85	\$569.16	\$584.70	\$605.00
1	3.0	6	\$640.01	\$656.76	\$668.74	\$683.51	\$702.16	\$726.52
2	3.0	1	\$301.36	\$304.98	\$307.89	\$311.47	\$316.00	\$321.90
2	3.0	2	\$470.97	\$478.22	\$484.04	\$491.21	\$500.25	\$512.06
2	3.0	3	\$636.72	\$647.59	\$656.32	\$667.08	\$680.65	\$698.36
2	3.0	4	\$808.46	\$822.95	\$834.60	\$848.93	\$867.03	\$890.64
2	3.0	5	\$986.55	\$1,004.66	\$1,019.21	\$1,037.13	\$1,059.76	\$1,089.27
2	3.0	6	\$1,184.88	\$1,206.62	\$1,224.08	\$1,245.59	\$1,272.73	\$1,308.15
3	3.0	2	\$690.61	\$699.52	\$707.17	\$716.58	\$728.46	\$743.96
3	3.0	3	\$931.31	\$944.67	\$956.14	\$970.26	\$988.08	\$1,011.33
3	3.0	5	\$1,440.19	\$1,462.47	\$1,481.58	\$1,505.12	\$1,534.82	\$1,573.56
3	3.0	6	\$1,729.76	\$1,756.49	\$1,779.43	\$1,807.68	\$1,843.32	\$1,889.80
4	3.0	2	\$910.24	\$920.81	\$930.28	\$941.94	\$956.66	\$975.84
1	4.0	1	\$178.14	\$181.58	\$183.94	\$186.85	\$190.52	\$195.32
1	4.0	2	\$283.43	\$290.32	\$295.03	\$300.85	\$308.19	\$317.79
1	4.0	3	\$386.44	\$396.78	\$403.85	\$412.57	\$423.59	\$437.98
1	4.0	4	\$492.71	\$506.49	\$515.92	\$527.55	\$542.24	\$561.43
1	4.0	5	\$602.54	\$619.77	\$631.56	\$646.10	\$664.46	\$688.44
1	4.0	6	\$723.60	\$744.28	\$758.43	\$775.87	\$797.91	\$826.69
2	4.0	2	\$524.57	\$533.13	\$539.67	\$547.73	\$557.91	\$571.19
2	4.0	3	\$709.44	\$722.27	\$732.08	\$744.17	\$759.44	\$779.36
2	4.0	4	\$900.87	\$917.98	\$931.06	\$947.18	\$967.54	\$994.10
2	4.0	5	\$1,099.37	\$1,120.76	\$1,137.12	\$1,157.27	\$1,182.71	\$1,215.92
2	4.0	6	\$1,320.38	\$1,346.05	\$1,365.67	\$1,389.86	\$1,420.39	\$1,460.24
4	4.0	3	\$1,355.45	\$1,373.27	\$1,388.57	\$1,407.39	\$1,431.15	\$1,462.15
5	4.0	6	\$3,110.69	\$3,151.32	\$3,187.39	\$3,231.78	\$3,287.80	\$3,360.85
1	3.0	3	\$435.72	\$444.09	\$450.08	\$457.47	\$466.79	\$478.97
2	3.0	1	\$363.74	\$367.36	\$370.27	\$373.85	\$378.38	\$384.28
Commercial Roll-off Service _ Mixed Waste								
	Size (cubic	Container						
Qty	yard)							
1	20	Roll-off	\$483.93	\$497.84	\$505.97	\$516.02	\$528.72	\$545.33
1	30	Roll-off	\$618.55	\$638.99	\$650.74	\$665.24	\$683.59	\$707.58
1	40	Roll-off	\$753.16	\$780.14	\$795.50	\$814.46	\$838.45	\$869.82

			FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Commercial Compactor Service - Mixed Waste								
Qty	Size (cubic yard)	Container						
1	30	Compactor	\$695.02	\$715.46	\$727.21	\$741.72	\$760.06	\$784.05
1	35	Compactor	\$771.42	\$795.13	\$808.68	\$825.42	\$846.59	\$874.26
1	40	Compactor	\$847.80	\$874.78	\$890.14	\$909.11	\$933.10	\$964.46
Commercial Roll-off Service - Inert Material								
Qty	Size (cubic yard)	Container						
1	10	Roll-off	\$414.21	\$421.58	\$426.11	\$431.69	\$438.75	\$447.97
Commercial Roll-off Service - C&D Debris								
Qty	Size (cubic yard)	Container						
1	40	Roll-off	\$838.58	\$865.56	\$880.92	\$899.89	\$923.88	\$955.25
AB 1826 Bin Customers								
Qty	Size (cubic yard)	Frequency						
1	3	4	\$410.78	\$421.95	\$429.94	\$439.78	\$452.22	\$468.45
1	3	5	\$513.47	\$527.43	\$537.42	\$549.72	\$565.27	\$585.56
1	3	6	\$616.17	\$632.93	\$644.91	\$659.67	\$678.33	\$702.68
2	3	2	\$379.08	\$386.32	\$392.14	\$399.31	\$408.36	\$420.17
2	3	3	\$568.61	\$579.48	\$588.21	\$598.96	\$612.54	\$630.25
2	3	4	\$758.15	\$772.64	\$784.28	\$798.62	\$816.72	\$840.33
2	3	5	\$947.68	\$965.80	\$980.35	\$998.27	\$1,020.89	\$1,050.41
2	3	6	\$1,137.22	\$1,158.96	\$1,176.42	\$1,197.92	\$1,225.07	\$1,260.49
3	3	6	\$1,658.26	\$1,684.99	\$1,707.93	\$1,736.18	\$1,771.82	\$1,818.30
4	3	7	\$2,542.52	\$2,579.52	\$2,612.67	\$2,653.49	\$2,704.98	\$2,772.12
5	3	5	\$2,250.29	\$2,280.88	\$2,309.13	\$2,343.89	\$2,387.75	\$2,444.93
1	4	3	\$397.56	\$407.90	\$414.97	\$423.69	\$434.71	\$449.10
1	4	4	\$530.07	\$543.86	\$553.29	\$564.92	\$579.61	\$598.80
1	4	5	\$662.60	\$679.83	\$691.62	\$706.16	\$724.52	\$748.50
1	4	6	\$795.11	\$815.79	\$829.94	\$847.38	\$869.42	\$898.20
2	4	5	\$1,219.49	\$1,240.88	\$1,257.24	\$1,277.39	\$1,302.83	\$1,336.04
2	4	6	\$1,463.39	\$1,489.06	\$1,508.69	\$1,532.87	\$1,563.40	\$1,603.25
3	4	6	\$2,131.66	\$2,162.32	\$2,187.42	\$2,218.34	\$2,257.37	\$2,308.28
3-yd temporary bin - C&D debris			\$222.96	\$225.75	\$227.75	\$230.21	\$233.32	\$237.37
Bin push-out service			\$27.50	\$27.50	\$27.50	\$27.50	\$27.50	\$27.50
Bin lock lids			\$13.20	\$13.20	\$13.20	\$13.20	\$13.20	\$13.20
1.5-yd bin extra service			\$49.50	\$49.50	\$49.50	\$49.50	\$49.50	\$49.50
2-yd bin extra service			\$49.50	\$49.50	\$49.50	\$49.50	\$49.50	\$49.50
3-yd bin extra service			\$49.50	\$49.50	\$49.50	\$49.50	\$49.50	\$49.50
4-yd bin extra service			\$49.50	\$49.50	\$49.50	\$49.50	\$49.50	\$49.50
Bulky item collection			\$27.50	\$27.50	\$27.50	\$27.50	\$27.50	\$27.50
4-yd bin extra service			\$49.50	\$49.50	\$49.50	\$49.50	\$49.50	\$49.50
Rates include 5% Commercial Service Collection Fee and 5% CERCLA Fee								

Table 15 shows the Ware's rate for each commercial service type, based on Ware's charges (from Table A-4) and the City charges (from Table 13). The rates also include a 5% Commercial Service Collection Fee and a 5% CERCLA Fee.

Table 15
Proposed Solid Waste Rate Schedule – Commercial Customers (Ware)

			FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Ware								
Commercial Bin Customers - Not AB 1826 - Mixed Waste								
	Size (cubic							
Qty	yard)	Frequency						
1	1.5	1	\$110.82	\$112.63	\$114.08	\$115.88	\$118.14	\$121.09
1	1.5	2	\$177.00	\$180.62	\$183.53	\$187.12	\$191.64	\$197.55
1	1.5	3	\$242.22	\$247.65	\$252.02	\$257.39	\$264.18	\$273.03
1	1.5	4	\$309.40	\$316.65	\$322.47	\$329.64	\$338.69	\$350.49
1	1.5	5	\$378.70	\$387.76	\$395.03	\$403.99	\$415.30	\$430.06
1	2.0	1	\$120.08	\$122.22	\$123.85	\$125.87	\$128.41	\$131.73
1	2.0	2	\$192.79	\$197.07	\$200.34	\$204.37	\$209.46	\$216.10
1	2.0	3	\$264.33	\$270.75	\$275.66	\$281.70	\$289.33	\$299.30
1	2.0	5	\$413.88	\$424.57	\$432.75	\$442.82	\$455.55	\$472.15
1	3.0	1	\$138.61	\$141.40	\$143.40	\$145.86	\$148.97	\$153.03
1	3.0	2	\$224.35	\$229.93	\$233.93	\$238.85	\$245.07	\$253.18
1	3.0	3	\$308.53	\$316.91	\$322.90	\$330.28	\$339.61	\$351.79
1	3.0	4	\$395.11	\$406.28	\$414.26	\$424.11	\$436.54	\$452.78
1	3.0	5	\$484.24	\$498.21	\$508.19	\$520.50	\$536.04	\$556.33
1	3.0	6	\$581.51	\$598.26	\$610.25	\$625.01	\$643.67	\$668.02
2	3.0	1	\$261.36	\$264.98	\$267.89	\$271.48	\$276.00	\$281.90
2	3.0	2	\$416.99	\$424.24	\$430.06	\$437.23	\$446.28	\$458.08
2	3.0	3	\$569.50	\$580.37	\$589.10	\$599.86	\$613.43	\$631.14
2	3.0	4	\$726.81	\$741.30	\$752.94	\$767.28	\$785.38	\$808.99
2	3.0	5	\$889.22	\$907.33	\$921.89	\$939.81	\$962.43	\$991.94
2	3.0	6	\$1,067.90	\$1,089.64	\$1,107.10	\$1,128.60	\$1,155.75	\$1,191.17
3	3.0	2	\$609.63	\$618.54	\$626.18	\$635.60	\$647.48	\$662.97
3	3.0	3	\$830.47	\$843.84	\$855.31	\$869.43	\$887.25	\$910.49
3	3.0	5	\$1,294.18	\$1,316.45	\$1,335.57	\$1,359.11	\$1,388.81	\$1,427.54
3	3.0	6	\$1,554.28	\$1,581.01	\$1,603.95	\$1,632.19	\$1,667.83	\$1,714.32
4	3.0	2	\$802.26	\$812.84	\$822.31	\$833.97	\$848.68	\$867.86
1	4.0	1	\$157.18	\$160.63	\$162.99	\$165.89	\$169.57	\$174.36
1	4.0	2	\$255.89	\$262.78	\$267.50	\$273.32	\$280.66	\$290.26
1	4.0	3	\$352.76	\$363.09	\$370.17	\$378.89	\$389.91	\$404.30
1	4.0	4	\$452.25	\$466.03	\$475.46	\$487.09	\$501.79	\$520.97
1	4.0	5	\$554.59	\$571.82	\$583.61	\$598.15	\$616.51	\$640.50
1	4.0	6	\$665.97	\$686.65	\$700.80	\$718.24	\$740.28	\$769.06
2	4.0	2	\$469.52	\$478.07	\$484.61	\$492.67	\$502.85	\$516.13
2	4.0	3	\$642.10	\$654.94	\$664.75	\$676.84	\$692.11	\$712.03
2	4.0	4	\$819.93	\$837.04	\$850.12	\$866.24	\$886.60	\$913.16
2	4.0	5	\$1,003.49	\$1,024.87	\$1,041.23	\$1,061.38	\$1,086.82	\$1,120.03
2	4.0	6	\$1,205.11	\$1,230.78	\$1,250.41	\$1,274.59	\$1,305.12	\$1,344.97
4	4.0	3	\$1,220.79	\$1,238.61	\$1,253.90	\$1,272.73	\$1,296.49	\$1,327.48
5	4.0	6	\$2,822.53	\$2,863.15	\$2,899.22	\$2,943.62	\$2,999.63	\$3,072.68
1	3.0	3	\$646.06	\$654.43	\$660.43	\$667.81	\$677.14	\$689.31
2	3.0	1	\$414.85	\$418.48	\$421.39	\$424.97	\$429.50	\$435.40
Commercial Roll-off Service _ Mixed Waste								
	Size (cubic							
Qty	yard)	Container						
1	20	Roll-off	\$410.15	\$424.06	\$432.20	\$442.24	\$454.94	\$471.55
1	30	Roll-off	\$517.87	\$538.31	\$550.06	\$564.56	\$582.91	\$606.90
1	40	Roll-off	\$647.58	\$674.56	\$689.92	\$708.88	\$732.88	\$764.24

			FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Commercial Compactor Service - Mixed Waste								
Qty	Size (cubic yard)	Container						
1	30	Compactor	\$551.53	\$571.97	\$583.72	\$598.22	\$616.57	\$640.56
1	35	Compactor	\$621.99	\$645.70	\$659.26	\$675.99	\$697.16	\$724.84
1	40	Compactor	\$692.46	\$719.44	\$734.80	\$753.76	\$777.76	\$809.12
Commercial Roll-off Service - Inert Material								
Qty	Size (cubic yard)	Container						
1	10	Roll-off	\$334.40	\$341.76	\$346.29	\$351.87	\$358.93	\$368.16
Commercial Roll-off Service - C&D Debris								
Qty	Size (cubic yard)	Container						
1	40	Roll-off	\$607.15	\$634.13	\$649.49	\$668.46	\$692.45	\$723.82
AB 1826 Bin Customers								
Qty	Size (cubic yard)	Frequency						
1	3	4	\$461.77	\$472.94	\$480.92	\$490.77	\$503.20	\$519.44
1	3	5	\$567.56	\$581.52	\$591.50	\$603.81	\$619.35	\$639.65
1	3	6	\$681.50	\$698.25	\$710.24	\$725.00	\$743.66	\$768.01
2	3	2	\$483.64	\$490.89	\$496.71	\$503.88	\$512.93	\$524.73
2	3	3	\$669.48	\$680.35	\$689.08	\$699.83	\$713.41	\$731.12
2	3	4	\$860.12	\$874.61	\$886.25	\$900.59	\$918.69	\$942.30
2	3	5	\$1,055.86	\$1,073.97	\$1,088.52	\$1,106.45	\$1,129.07	\$1,158.58
2	3	6	\$1,267.86	\$1,289.61	\$1,307.07	\$1,328.57	\$1,355.72	\$1,391.14
3	3	6	\$1,854.23	\$1,880.96	\$1,903.90	\$1,932.14	\$1,967.78	\$2,014.27
4	3	7	\$2,642.36	\$2,679.37	\$2,712.52	\$2,753.33	\$2,804.82	\$2,871.97
5	3	5	\$2,520.73	\$2,551.31	\$2,579.56	\$2,614.33	\$2,658.19	\$2,715.37
1	4	3	\$419.42	\$429.75	\$436.83	\$445.55	\$456.57	\$470.96
1	4	4	\$541.11	\$554.89	\$564.32	\$575.95	\$590.64	\$609.83
1	4	5	\$665.68	\$682.91	\$694.70	\$709.24	\$727.60	\$751.58
1	4	6	\$799.28	\$819.96	\$834.11	\$851.55	\$873.59	\$902.37
2	4	5	\$1,225.66	\$1,247.05	\$1,263.41	\$1,283.56	\$1,309.00	\$1,342.21
2	4	6	\$1,471.73	\$1,497.40	\$1,517.02	\$1,541.21	\$1,571.74	\$1,611.59
3	4	6	\$2,144.18	\$2,174.83	\$2,199.94	\$2,230.86	\$2,269.89	\$2,320.80
3-yd temporary bin - C&D debris			\$132.54	\$135.33	\$137.33	\$139.79	\$142.90	\$146.95
Bin push-out service			\$27.50	\$27.50	\$27.50	\$27.50	\$27.50	\$27.50
Bin lock lids			\$8.80	\$8.80	\$8.80	\$8.80	\$8.80	\$8.80
1.5-yd bin extra service			\$60.50	\$60.50	\$60.50	\$60.50	\$60.50	\$60.50
2-yd bin extra service			\$60.50	\$60.50	\$60.50	\$60.50	\$60.50	\$60.50
3-yd bin extra service			\$60.50	\$60.50	\$60.50	\$60.50	\$60.50	\$60.50
4-yd bin extra service			\$71.50	\$71.50	\$71.50	\$71.50	\$71.50	\$71.50
Bulky item collection			\$93.50	\$93.50	\$93.50	\$93.50	\$93.50	\$93.50
4-yd bin extra service			\$71.50	\$71.50	\$71.50	\$71.50	\$71.50	\$71.50
Rates include 5% Commercial Service Collection Fee and 5% CERCLA Fee								

It has been RFC's pleasure to assist the City with the calculation of solid waste rates, and we are grateful for the help you and additional staff members provided throughout the course of this study. We believe that the rates contained in this report will guarantee revenue stability to the utility while providing fair and equitable service to the City's customers. Please do not hesitate to contact us at spardiwala@raftelis.com or by phone at [626.583.1894](tel:626.583.1894) with any questions or concerns.

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Sudhir Pardiwala
Executive Vice President



Hannah Phan
Manager



Karter Harmon
Associate Consultant

APPENDIX

The total charges from Athens to the City's residential customers is summarized below in **Table A-1** and detailed in **Table A-2**.

Table A-1
Total Charges from Athens – Residential Customers

Total Charges from Athens	Monthly	Annually
Residential Cart Service: Mixed Waste	\$174,262	\$2,091,139
Residential Cart Service: Green Waste	\$85,185	\$1,022,218
Residential Bin Service: Mixed Waste	\$89,838	\$1,078,056
Total Contractor Costs (Monthly)	\$349,284	\$4,191,414

Table A-2
Charges from Athens – Residential Customers

Residential Cart Service: Mixed Waste							FY 2018
Quantity	Size (gal)	Per Week	Collection Cost	Processing & Disposal Cost	Total Monthly Rate	Weekly Customers	Monthly Charges
1	35	1	\$5.46	\$2.82	\$8.28	5	\$41.41
1	64	1	\$5.46	\$5.16	\$10.62	2,100	\$22,305.67
2	64	1	\$5.71	\$10.32	\$16.03	100	\$1,603.35
3	64	1	\$5.96	\$15.49	\$21.45	75	\$1,608.39
4	64	1	\$6.21	\$20.65	\$26.86	60	\$1,611.42
5	64	1	\$6.46	\$25.81	\$32.27	40	\$1,290.75
6	64	1	\$6.71	\$30.97	\$37.68	20	\$753.61
7	64	1	\$6.96	\$36.13	\$43.09	15	\$646.38
8	64	1	\$7.21	\$41.29	\$48.50	10	\$485.04
1	96	1	\$4.08	\$7.74	\$11.82	7,700	\$91,034.17
2	96	1	\$4.33	\$15.49	\$19.82	1,450	\$28,732.10
3	96	1	\$4.58	\$23.23	\$27.81	310	\$8,620.44
4	96	1	\$4.83	\$30.97	\$35.80	195	\$6,981.09
5	96	1	\$5.08	\$38.71	\$43.79	60	\$2,627.59
6	96	1	\$5.33	\$46.46	\$51.79	40	\$2,071.43
7	96	1	\$5.58	\$54.20	\$59.78	20	\$1,195.57
8	96	1	\$5.83	\$61.94	\$67.77	10	\$677.71
9	96	1	\$6.08	\$69.68	\$75.76	2	\$151.53
10	96	1	\$6.33	\$77.43	\$83.76	5	\$418.78
13	96	1	\$7.08	\$100.65	\$107.73	1	\$107.73
14	96	1	\$7.33	\$108.40	\$115.73	1	\$115.73
16	96	1	\$7.83	\$123.88	\$131.71	1	\$131.71
Total weekly customers						12,220	173,211.60
Pull-out/backyard service fee					\$10.00	105	\$1,050.00
Pull-out service - no charge						246	
Total monthly charges for carts							\$174,261.60

Residential Cart Service: Green Waste & Food Waste							FY 2018
Quantity	Size (gal)	Per Week	Collection Cost	Processing & Disposal Cost	Total Monthly Rate	Weekly Customers	Monthly Charges
1	35	1	\$4.41	\$0.91	\$5.32	5	\$26.59
1	64	1	\$4.41	\$1.66	\$6.07	2,680	\$16,269.15
2	64	1	\$4.66	\$3.32	\$7.98	160	\$1,276.99
3	64	1	\$4.91	\$4.98	\$9.89	100	\$989.17
4	64	1	\$5.16	\$6.64	\$11.80	50	\$590.12
5	64	1	\$5.41	\$8.30	\$13.71	25	\$342.82
6	64	1	\$5.66	\$9.96	\$15.62	15	\$234.35
7	64	1	\$5.91	\$11.62	\$17.53	5	\$87.67
8	64	1	\$6.16	\$13.28	\$19.44	5	\$97.22
1	96	1	\$4.08	\$2.49	\$6.57	8,100	\$53,224.04
2	96	1	\$4.33	\$4.98	\$9.31	600	\$5,587.04
3	96	1	\$4.58	\$7.47	\$12.05	250	\$3,013.15
4	96	1	\$4.83	\$9.96	\$14.79	120	\$1,775.22
5	96	1	\$5.08	\$12.45	\$17.53	50	\$876.72
6	96	1	\$5.33	\$14.95	\$20.28	25	\$506.88
7	96	1	\$5.58	\$17.44	\$23.02	5	\$115.08
8	96	1	\$5.83	\$19.93	\$25.76	1	\$25.76
9	96	1	\$6.08	\$22.42	\$28.50	1	\$28.50
10	96	1	\$6.33	\$24.91	\$31.24	1	\$31.24
13	96	1	\$7.08	\$32.38	\$39.46	1	\$39.46
16	96	1	\$7.83	\$39.85	\$47.68	1	\$47.68
Total weekly customers						12,200	
Total monthly charges for organics recycling							\$85,184.85

Residential Bin Service: Mixed Waste							FY 2018
Quantity	Size (cu.yd.)	Per Week	Collection Cost	Processing & Disposal Cost	Total Monthly Rate	Weekly Customers	Monthly Charges
1	2	1	\$56.34	\$25.33	\$81.67	175	\$14,292.41
1	2	2	\$112.69	\$50.65	\$163.34	200	\$32,668.37
1	2	3	\$169.03	\$75.98	\$245.01	25	\$6,125.32
1	3	1	\$84.52	\$37.99	\$122.51	20	\$2,450.13
1	2	4	\$225.37	\$101.31	\$326.68	5	\$1,633.42
1	2	5	\$281.72	\$126.64	\$408.35	1	\$408.35
10	2	2	\$1,126.87	\$506.55	\$1,633.42	1	\$1,633.42
10	2	3	\$1,690.31	\$759.82	\$2,450.13	1	\$2,450.13
10	2	4	\$2,253.75	\$1,013.09	\$3,266.84	1	\$3,266.84
2	2	1	\$112.69	\$50.65	\$163.34	6	\$980.05
2	2	2	\$225.37	\$101.31	\$326.68	25	\$8,167.09
2	2	3	\$338.06	\$151.96	\$490.03	8	\$3,920.20
2	3	2	\$338.06	\$151.96	\$490.03	10	\$4,900.26
2	2	4	\$450.75	\$202.62	\$653.37	1	\$653.37
2	3	1	\$169.03	\$75.98	\$245.01	1	\$245.01
3	2	2	\$338.06	\$151.96	\$490.03	1	\$490.03
3	3	2	\$507.09	\$227.95	\$735.04	1	\$735.04
4	2	1	\$225.37	\$101.31	\$326.68	2	\$653.37
4	2	2	\$450.75	\$202.62	\$653.37	1	\$653.37
4	3	2	\$676.12	\$303.93	\$980.05	1	\$980.05
5	2	1	\$281.72	\$126.64	\$408.35	1	\$408.35
6	2	1	\$338.06	\$151.96	\$490.03	1	\$490.03
6	3	2	\$1,470.06	\$0.00	\$1,470.06	1	\$1,470.06
4	1	1	\$112.69	\$50.65	\$163.34	1	\$163.34
Total weekly customers						490	
Total bins collected						1,058	
Total monthly charges for bins							\$89,838.01

The total charges from Athens and Ware to the City's commercial customers are shown in **Table A-3** and **Table A-4**, respectively.

Table A-3
Charges from Athens – Commercial Customers

1. Commercial Bin Customers - Not AB 1826 - Mixed Waste

Line	Qty	Size (yd3)	Frequency	Container	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Weekly Customers	Total Monthly Charges
1	1	1.5	1	Bin	\$91.29	\$7.09	\$98.38	85	\$8,362.14
2	1	1.5	2	Bin	\$132.06	\$14.18	\$146.24	3	\$438.71
3	1	1.5	3	Bin	\$171.74	\$21.26	\$193.00	1	\$193.00
4	1	1.5	4	Bin	\$213.65	\$28.35	\$242.00	1	\$242.00
5	1	1.5	5	Bin	\$257.92	\$35.44	\$293.36	1	\$293.36
6	1	2	1	Bin	\$95.38	\$9.45	\$104.83	60	\$6,289.85
7	1	2	2	Bin	\$137.13	\$18.90	\$156.03	5	\$780.16
8	1	2	3	Bin	\$177.57	\$28.35	\$205.92	1	\$205.92
9	1	2	5	Bin	\$265.75	\$47.25	\$313.00	1	\$313.00
10	1	3	1	Bin	\$103.57	\$14.18	\$117.75	175	\$20,605.57
11	1	3	2	Bin	\$147.27	\$28.35	\$175.62	75	\$13,171.67
12	1	3	3	Bin	\$189.21	\$42.53	\$231.74	40	\$9,269.54
13	1	3	4	Bin	\$233.87	\$56.70	\$290.57	10	\$2,905.75
14	1	3	5	Bin	\$281.41	\$70.88	\$352.29	10	\$3,522.91
15	1	3	6	Bin	\$338.16	\$85.06	\$423.22	15	\$6,348.25
16	2	3	1	Bin	\$207.15	\$28.35	\$235.50	6	\$1,413.01
17	2	3	2	Bin	\$294.54	\$56.70	\$351.24	10	\$3,512.45
18	2	3	3	Bin	\$378.41	\$85.06	\$463.47	15	\$6,952.00
19	2	3	4	Bin	\$467.73	\$113.41	\$581.14	0	\$0.00
20	2	3	5	Bin	\$562.82	\$141.76	\$704.58	10	\$7,045.81
21	2	3	6	Bin	\$676.32	\$170.11	\$846.43	2	\$1,692.87
22	3	3	2	Bin	\$441.81	\$85.06	\$526.87	1	\$526.87
23	3	3	3	Bin	\$567.62	\$127.59	\$695.21	5	\$3,476.03
24	3	3	5	Bin	\$844.24	\$212.64	\$1,056.88	1	\$1,056.88
25	3	3	6	Bin	\$1,014.48	\$255.17	\$1,269.65	15	\$19,044.75
26	4	3	2	Bin	\$589.08	\$113.41	\$702.49	1	\$702.49
27	1	4	1	Bin	\$111.80	\$18.90	\$130.70	15	\$1,960.52
28	1	4	2	Bin	\$157.38	\$37.80	\$195.18	10	\$1,951.83
29	1	4	3	Bin	\$200.89	\$56.70	\$257.59	1	\$257.59
30	1	4	4	Bin	\$247.35	\$75.61	\$322.96	2	\$645.91
31	1	4	5	Bin	\$297.06	\$94.51	\$391.57	5	\$1,957.84
32	1	4	6	Bin	\$356.98	\$113.41	\$470.39	5	\$2,351.95
33	2	4	2	Bin	\$314.75	\$75.61	\$390.36	1	\$390.36
34	2	4	3	Bin	\$401.75	\$113.41	\$515.16	5	\$2,575.80
35	2	4	4	Bin	\$494.72	\$151.21	\$645.93	1	\$645.93
36	2	4	5	Bin	\$594.11	\$189.02	\$783.13	1	\$783.13
37	2	4	6	Bin	\$713.97	\$226.82	\$940.79	1	\$940.79
38	4	4	3	Bin	\$803.50	\$226.82	\$1,030.32	1	\$1,030.32
39	5	4	6	Bin	\$1,784.91	\$567.05	\$2,351.96	1	\$2,351.96
40	1	3	3	Compactor	\$189.21	\$127.59	\$316.80	1	\$316.80
41	2	3	1	Compactor	\$207.15	\$85.06	\$292.21	1	\$292.21
42									
Total Commercial Bin Customers								600	\$136,817.89

2. Commercial Roll-off Service - Mixed Waste

Line	Qty	Size (yd3)	Container	Customers	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Avg Services Per Month	Monthly Charges
43	1	20	Roll-off		\$183.16	\$148.67	\$331.83	1	\$331.83
44	1	30	Roll-off		\$183.16	\$223.01	\$406.17	5	\$2,030.84
45	1	40	Roll-off		\$183.16	\$297.35	\$480.50	24	\$11,532.10
46				, Total Commercial Roll-of Customers - Mixed Waste				30	\$13,894.77

3. Commercial Compactor Service - Mixed Waste

47	1	30	Compactor		\$203.16	\$272.54	\$475.69	35	\$16,649.30
48	1	35	Compactor		\$203.16	\$317.96	\$521.12	6	\$3,126.70
49	1	40	Compactor		\$203.16	\$363.38	\$566.54	4	\$2,266.16
50				Total Commercial Compactor Customers - Mixed Waste				45	\$22,042.16

4. Commercial Roll-off Service - Inert Material

51	1	10	Roll-off		\$183.16	\$133.33	\$316.49	3	\$949.48
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5. Commercial Roll-off Service - C&D Debris

52	1	40	Roll-off		\$183.16	\$375.00	\$558.16	2	\$1,116.32
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6. AB 1826 Bin Customers 1/1/2017

Line	Qty	Size (yd3)	Frequency	Container	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Weekly Customers	Monthly Charges
53	1	3	4	Bin	\$129.90	\$137.80	\$267.70	2	\$535.40
54	1	3	5	Bin	\$162.38	\$172.25	\$334.62	3	\$1,003.87
55	1	3	6	Bin	\$194.85	\$206.70	\$401.55	6	\$2,409.29
56	2	3	2	Bin	\$129.90	\$137.80	\$267.70	1	\$267.70
57	2	3	3	Bin	\$194.85	\$206.70	\$401.55	2	\$803.10
58	2	3	4	Bin	\$259.80	\$275.60	\$535.40	8	\$4,283.18
59,	2	3	5	Bin	\$324.75	\$344.50	\$669.25	2	\$1,338.50
60	2	3	6	Bin	\$389.70	\$413.40	\$803.10	2	\$1,606.19
61	3	3	6	Bin	\$584.55	\$620.10	\$1,204.65	3	\$3,613.94
62	4	3	7	Bin	\$909.30	\$964.59	\$1,873.89	1	\$1,873.89
63	5	3	5	Bin	\$811.88	\$861.24	\$1,673.12	1	\$1,673.12
64	1	4	3	Bin	\$129.90	\$137.80	\$267.70	2	\$535.40
65	1	4	4	Bin	\$173.20	\$183.73	\$356.93	1	\$356.93
66	1	4	5	Bin	\$216.50	\$229.67	\$446.17	2	\$892.33
67	1	4	6	Bin	\$259.80	\$275.60	\$535.40	4	\$2,141.59
68	2	4	5	Bin	\$433.00	\$459.33	\$892.33	1	\$892.33
69	2	4	6	Bin	\$519.60	\$551.20	\$1,070.80	2	\$2,141.59
70	3	4	6	Bin	\$779.40	\$826.79	\$1,606.19	1	\$1,606.19
71				Total Charges for AB 1826 Customers				44	\$27,974.55

7. Commercial Customers Extra Service

Line	Qty	Description	Cost Per Service	Processing & Disposal Cost	Total Customer Monthly Rate	Monthly Customers	Total Monthly Charges
72	1	3-yd temporary bin - C&D debris	\$145.00	\$31.25	\$176.25	12	\$2,115.00
73	1	Bin push-out service	\$25.00		\$25.00	44	\$1,100.00
74	1	Bin lock lids	\$12.00		\$12.00	80	\$960.00
75	1	1.5-yd bin extra service	\$45.00		\$45.00	1	\$45.00
76	1	2-yd bin extra service	\$45.00		\$45.00	4	\$180.00
77	1	3-yd bin extra service	\$45.00		\$45.00	5	\$225.00
78	1	4-yd bin extra service	\$45.00		\$45.00	2	\$90.00
79	1	Bulky item collection	\$25.00		\$25.00	4	\$100.00
80	1	4-yd bin extra service	\$45.00		\$45.00	4	\$180.00
81		Total Charges for Extra Services					\$4,995.00

82 **Total Annual Commercial Customer Charges** **\$ 2,493,482**

Table A-4
Charges from Ware – Commercial Customers

1. Commercial Bin Customers - Not AB 1826 - Mixed Waste

Line	Qty	Size (yd3)	Frequency	Container	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Weekly Customers	Total Monthly Charges
1	1	1.5	1	Bin	\$70.54	\$10.97	\$81.51	85	\$6,927.93
2	1	1.5	2	Bin	\$100.52	\$21.93	\$122.45	3	\$367.35
3	1	1.5	3	Bin	\$129.61	\$32.90	\$162.51	1	\$162.51
4	1	1.5	4	Bin	\$160.50	\$43.86	\$204.36	1	\$204.36
5	1	1.5	5	Bin	\$193.30	\$54.83	\$248.13	1	\$248.13
6	1	2	1	Bin	\$72.91	\$14.62	\$87.53	60	\$5,251.80
7	1	2	2	Bin	\$102.76	\$29.24	\$132.00	5	\$660.00
8	1	2	3	Bin	\$131.55	\$43.86	\$175.41	1	\$175.41
9	1	2	5	Bin	\$195.00	\$73.10	\$268.10	1	\$268.10
10	1	3	1	Bin	\$77.64	\$21.93	\$99.57	175	\$17,424.76
11	1	3	2	Bin	\$107.22	\$43.86	\$151.08	75	\$11,331.01
12	1	3	3	Bin	\$135.39	\$65.79	\$201.18	40	\$8,047.21
13	1	3	4	Bin	\$165.73	\$87.72	\$253.45	10	\$2,534.50
14	1	3	5	Bin	\$198.40	\$109.65	\$308.05	10	\$3,080.50
15	1	3	6	Bin	\$238.46	\$131.58	\$370.04	15	\$5,550.61
16	2	3	1	Bin	\$155.28	\$43.86	\$199.14	6	\$1,194.84
17	2	3	2	Bin	\$214.45	\$87.72	\$302.17	10	\$3,021.70
18	2	3	3	Bin	\$270.78	\$131.58	\$402.36	15	\$6,035.41
19	2	3	4	Bin	\$331.47	\$175.44	\$506.91	0	\$0.00
20	2	3	5	Bin	\$396.80	\$219.30	\$616.10	10	\$6,161.00
21	2	3	6	Bin	\$476.92	\$263.16	\$740.08	2	\$1,480.16
22	3	3	2	Bin	\$321.67	\$131.58	\$453.25	1	\$453.25
23	3	3	3	Bin	\$406.17	\$197.37	\$603.54	5	\$3,017.70
24	3	3	5	Bin	\$595.19	\$328.95	\$924.14	1	\$924.14
25	3	3	6	Bin	\$715.38	\$394.74	\$1,110.12	15	\$16,651.82
26	4	3	2	Bin	\$428.89	\$175.44	\$604.33	1	\$604.33
27	1	4	1	Bin	\$82.41	\$29.24	\$111.65	15	\$1,674.75
28	1	4	2	Bin	\$111.67	\$58.48	\$170.15	10	\$1,701.50
29	1	4	3	Bin	\$139.25	\$87.72	\$226.97	1	\$226.97
30	1	4	4	Bin	\$169.22	\$116.96	\$286.18	2	\$572.36
31	1	4	5	Bin	\$201.78	\$146.20	\$347.98	5	\$1,739.90
32	1	4	6	Bin	\$242.56	\$175.44	\$418.00	5	\$2,090.00
33	2	4	2	Bin	\$223.35	\$116.96	\$340.31	1	\$340.31
34	2	4	3	Bin	\$278.51	\$175.44	\$453.95	5	\$2,269.75
35	2	4	4	Bin	\$338.43	\$233.92	\$572.35	1	\$572.35
36	2	4	5	Bin	\$403.56	\$292.40	\$695.96	1	\$695.96
37	2	4	6	Bin	\$485.12	\$350.88	\$836.00	1	\$836.00
38	4	4	3	Bin	\$557.02	\$350.88	\$907.90	1	\$907.90
39	5	4	6	Bin	\$1,212.79	\$877.20	\$2,089.99	1	\$2,089.99
40	1	3	3	Compactor	\$310.65	\$197.37	\$508.02	1	\$508.02
41	2	3	1	Compactor	\$207.10	\$131.58	\$338.68	1	\$338.68
42	Total Commercial Bin Customers							600	\$118,342.99

2. Commercial Roll-off Service - Mixed Waste

Line	Qty	Size (yd)	Frequency	Container	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Weekly Customers	Total Monthly Charges
43	1	20		Roll-off	\$165.00	\$99.76	\$264.76	1	\$264.76
44	1	30		Roll-off	\$165.00	\$149.64	\$314.64	5	\$1,573.19
45	1	40		Roll-off	\$185.00	\$199.52	\$384.52	24	\$9,228.45
46	Total Commercial Roll-off Customers - Mixed Waste							30	\$11,066.40

3. Commercial Compactor Service - Mixed Waste

47	1	30	Compactor	\$165.00	\$180.24	\$345.24	35	\$12,083.28
48	1	35	Compactor	\$175.00	\$210.28	\$385.28	6	\$2,311.66
49	1	40	Compactor	\$185.00	\$240.32	\$425.32	4	\$1,701.26
50			Total Commercial Compactor Customers - Mixed Waste				45	\$16,096.20

4. Commercial Roll-off Service - Inert Material

51	1	10	Roll-off	\$165.00	\$78.93	\$243.93	3	\$731.79
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5. Commercial Roll-off Service - C&D Debris

52	1	40	Roll-off	\$165.00	\$182.77	\$347.77	2	\$695.54
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6. AB 1826 Bin Customers 1/1/2017

Line	Qty	Size (yd)	Frequency	Container	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Weekly Customers	Total Monthly Charges
53	1	3	4	Bin	\$174.56	\$139.49	\$314.05	2	\$628.11
54	1	3	5	Bin	\$209.42	\$174.37	\$383.79	3	\$1,151.36
55	1	3	6	Bin	\$251.70	\$209.24	\$460.94	6	\$2,765.65
56	2	3	2	Bin	\$223.27	\$139.49	\$362.76	1	\$362.76
57	2	3	3	Bin	\$284.01	\$209.24	\$493.25	2	\$986.50
58	2	3	4	Bin	\$349.11	\$278.99	\$628.10	8	\$5,024.78
59	2	3	5	Bin	\$418.86	\$348.73	\$767.59	2	\$1,535.19
60	2	3	6	Bin	\$503.39	\$418.48	\$921.87	2	\$1,843.74
61	3	3	6	Bin	\$755.08	\$627.72	\$1382.80	3	\$4,148.41
62	4	3	7	Bin	\$988.20	\$976.46	\$1964.66	1	\$1,964.66
63	5	3	5	Bin	\$1047.13	\$871.84	\$1918.97	1	\$1,918.97
64	1	4	3	Bin	\$148.08	\$139.49	\$287.57	2	\$575.15
65	1	4	4	Bin	\$180.97	\$185.99	\$366.96	1	\$366.96
66	1	4	5	Bin	\$216.48	\$232.49	\$448.97	2	\$897.94
67	1	4	6	Bin	\$260.20	\$278.99	\$539.19	4	\$2,156.75
68	2	4	5	Bin	\$432.96	\$464.98	\$897.94	1	\$897.94
69	2	4	6	Bin	\$520.40	\$557.98	\$1078.38	2	\$2,156.75
70	3	4	6	Bin	\$780.61	\$836.96	\$1617.57	1	\$1,617.57
71								44	\$30,999.20
Total Charges for AB 1826 Customers									

7. Commercial Customers Extra Service

Line	Qty	Description	Cost Per Service	Processing & Disposal Cost	Total Customer Monthly Rate	Monthly Customers	Total Monthly Charges
72	1	3-yd temporary bin - C&D debris	\$75.00	\$19.05	\$94.05	12	\$1,128.61
73	1	Bin push-out service	\$25.00		\$25.00	44	\$1,100.00
74	1	Bin lock lids	\$8.00		\$8.00	80	\$640.00
75	1	1.5-yd bin extra service	\$55.00		\$55.00	1	\$55.00
76	1	2-yd bin extra service	\$55.00		\$55.00	4	\$220.00
77	1	3-yd bin extra service	\$55.00		\$55.00	5	\$275.00
78	1	4-yd bin extra service	\$65.00		\$65.00	2	\$130.00
79	1	Bulky item collection	\$85.00		\$85.00	4	\$340.00
80	1	4-yd bin extra service	\$65.00		\$65.00	4	\$260.00
81							
Total Charges for Extra Services							\$4,148.61
82							
Total Annual Commercial Customer Charges							\$ 2,184,969

ATTACHMENT 2

Proposed 218 Notice

NOTICE OF PUBLIC HEARING – PROPOSED SOLID WASTE RATE ADJUSTMENTS

The City of Monterey Park (City) is proposing an adjustment to the solid waste rates. The proposal will be presented to the City Council for approval at a Public Hearing on August 2, 2017. If approved, the proposed rates, outlined in the charts included in this notice, would become effective September 1, 2017. Article XIII D, Section 6 of the California Constitution (Proposition 218) requires that the City mail notice of these proposed rate changes to all impacted property owners and solid waste customers at least 45 days prior to a public hearing. Proposition 218 also establishes a protest process for the public to follow if they wish to oppose the proposed rates.

DATE, TIME, AND LOCATION OF THE PUBLIC HEARING

The Public Hearing will be held on August 2, 2017 at 7:00 p.m. in the Council Chambers of Monterey Park City Hall, 320 West Newmark Avenue, Monterey Park, California.

PROTEST PROCEDURE

At the August 2, 2017 public hearing, any person may be heard regarding the proposed rate adjustments. If you wish to oppose the proposed rate adjustments, you are requested to submit a written protest by mail in or hand delivered in advance of the hearing to the following address:

City of Monterey Park, Office of the City Clerk
320 West Newmark Ave, Monterey Park, CA 91754

In addition, written protests may be submitted in person prior to or at the hearing. The City will count all properly filled out written protests received prior to the conclusion of the public hearing. If a majority of affected property owners and solid waste customers submit a written protest, the proposed new rates will not take effect. The City will not count written protest received after the conclusion of the public hearing. Verbal protests unaccompanied by a written protest will not be counted.

Protests should contain the following information: 1) the property's Assessor's Parcel Number, if known, and/or address; 2) your solid waste account number; 3) whether you are the owner or a tenant that is billed directly by the City; 4) a statement that you are protesting the solid waste rate adjustments; and 5) your printed name, date, and original signature.

Only one protest per property will be counted. If you own multiple properties affected by the proposed adjustments, you should submit separate protests for each affected parcel, as the protest threshold is based upon a majority of the total number of parcels. Once opened, protests are disclosable public records.

OFFICIAL BALLOT ENCLOSED

Protest Form: Property owners or an authorized representative may complete this form and deliver it to the City of Monterey Park, Office of the City Clerk, 320 West Newmark Ave, Monterey Park, CA 91754. This ballot must be received before the close of the City Council public hearing set for Wednesday, August 2, 2017

Assessor's Parcel Number (□□□□-□□□-□□□) Parcel Address:

☐ I Protest the proposed solid waste rate increases I am ☐ Owner ☐ Tenant

Print Name: _____

Sign Name: _____

BASIS FOR PROPOSED SOLID WASTE RATE ADJUSTMENTS

The City is committed to providing the highest quality services at the lowest possible rates to our customers. The City, at the time that the proposed rates would take effect, will have Athens Services providing residential solid waste collection services and Athens Services and Ware Disposal providing solid collection service for commercial customers. **Commercial customers will have the choice of receiving service from Athens or Ware.** The City incurs regulatory, administrative, and overhead costs that need to be recovered from all customers and billing costs from residential customers (a study prepared by Raftelis Financial Consultants can be viewed online at The City's Website, www.MontereyPark.ca.gov, or in the City Clerk's Office which details these costs). **The new residential agreement with Athens will result in rates, in the first year, that are lower than those currently charged to almost all residential customers except customers that have extra 96 gallon black cans.** After the first year, increases in rates from the waste hauler will be passed through each year. The solid waste rates are projected to increase annually by the changes in the City's costs detailed in the Raftelis Financial Consultants report and the Athens' and Ware's costs will increase by the Consumer Price Index for Los Angeles/Riverside/Orange County Area. City's charges will increase each year as follows:

For questions regarding this notice, please contact the City of Monterey, Public Works Department at (626) 307-1342.

PROPOSED MONTHLY RESIDENTIAL SOLID WASTE RATES¹

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Single-Family Residential (cost per can)						
35 Black	\$13.03	\$13.33	\$13.66	\$14.06	\$14.57	\$15.23
64 Black (Initial)	\$15.38	\$15.68	\$16.00	\$16.41	\$16.92	\$17.58
96 Black (Initial)	\$16.58	\$16.89	\$17.21	\$17.62	\$18.13	\$18.79
35 Green	\$6.67	\$6.75	\$6.84	\$6.96	\$7.10	\$7.29
64 Green (Initial)	\$7.42	\$7.51	\$7.60	\$7.72	\$7.86	\$8.05
96 Green (Initial)	\$7.93	\$8.02	\$8.11	\$8.23	\$8.37	\$8.56
64 Black (Additional)	\$6.76	\$6.85	\$6.94	\$7.06	\$7.20	\$7.39
96 Black (Additional)	\$9.36	\$9.45	\$9.54	\$9.66	\$9.80	\$9.99
64 Green (Additional)	\$3.26	\$3.35	\$3.44	\$3.56	\$3.70	\$3.89
96 Green (Additional)	\$4.10	\$4.19	\$4.28	\$4.40	\$4.54	\$4.73
Roll-Out	\$11.34	\$11.42	\$11.51	\$11.63	\$11.77	\$11.96
Multi-Family Bins (cost per cu.yd.)						
1x per week	\$62.40	\$64.05	\$65.54	\$67.36	\$69.67	\$72.68
2x per week	\$108.04	\$110.28	\$112.10	\$114.33	\$117.15	\$120.83
3x per week	\$153.68	\$156.52	\$158.66	\$161.30	\$164.63	\$168.98
4x per week	\$199.32	\$202.75	\$205.22	\$208.27	\$212.11	\$217.13
5x per week	\$244.96	\$248.98	\$251.78	\$255.23	\$259.59	\$265.28

¹In addition, the City will pass through any rate increases from Athens for FY 2019 and beyond based upon the Consumer Price Index for Los Angeles/Riverside/Orange County Area.

PROPOSED ATHENS MONTHLY COMMERCIAL SOLID WASTE RATES²

			FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Athens								
Commercial Bin Customers Not AB 1825 Mixed Waste								
	Size (cubic	Frequency						
Qty	yard)							
1	1.5	1	\$129.37	\$131.18	\$132.64	\$134.43	\$136.69	\$139.65
1	1.5	2	\$203.17	\$206.79	\$209.70	\$213.29	\$217.81	\$223.71
1	1.5	3	\$275.76	\$281.19	\$285.56	\$290.93	\$297.72	\$306.57
1	1.5	4	\$350.81	\$358.05	\$363.87	\$371.04	\$380.09	\$391.90
1	1.5	5	\$428.45	\$437.51	\$444.79	\$453.75	\$465.06	\$479.82
1	2.0	1	\$139.11	\$141.25	\$142.88	\$144.90	\$147.44	\$150.76
1	2.0	2	\$219.22	\$223.50	\$225.77	\$230.80	\$235.89	\$242.53
1	2.0	3	\$297.89	\$304.31	\$309.22	\$315.26	\$322.90	\$332.86
1	2.0	5	\$453.27	\$473.96	\$482.14	\$492.21	\$504.94	\$521.54
1	3.0	1	\$158.61	\$161.40	\$163.40	\$165.86	\$168.97	\$173.02
1	3.0	2	\$251.34	\$256.93	\$260.92	\$265.84	\$272.06	\$280.18
1	3.0	3	\$342.15	\$350.53	\$355.52	\$363.90	\$373.23	\$385.40
1	3.0	4	\$435.94	\$447.11	\$455.10	\$464.94	\$477.38	\$493.61
1	3.0	5	\$532.91	\$546.87	\$555.85	\$569.16	\$584.70	\$605.00
1	3.0	6	\$640.01	\$656.76	\$668.74	\$683.51	\$702.16	\$726.52
2	3.0	1	\$301.36	\$304.98	\$307.89	\$311.47	\$316.00	\$321.90
2	3.0	2	\$470.97	\$478.22	\$484.04	\$491.21	\$500.25	\$512.06
2	3.0	3	\$636.72	\$647.59	\$655.32	\$667.08	\$680.65	\$698.36
2	3.0	4	\$808.46	\$822.95	\$834.60	\$848.93	\$867.03	\$890.64
2	3.0	5	\$986.55	\$1,004.66	\$1,019.21	\$1,037.13	\$1,059.76	\$1,089.27
2	3.0	6	\$1,184.88	\$1,206.67	\$1,224.08	\$1,245.59	\$1,272.73	\$1,308.15
3	3.0	2	\$690.61	\$699.52	\$707.17	\$716.58	\$728.46	\$743.96
3	3.0	3	\$931.31	\$944.67	\$955.14	\$970.26	\$988.08	\$1,011.33
3	3.0	5	\$1,440.19	\$1,462.47	\$1,481.58	\$1,505.12	\$1,534.82	\$1,573.56
3	3.0	6	\$1,779.76	\$1,756.49	\$1,779.43	\$1,807.68	\$1,843.32	\$1,889.80
4	3.0	2	\$910.24	\$920.81	\$930.28	\$941.94	\$956.66	\$975.84
1	4.0	1	\$178.14	\$181.58	\$183.94	\$186.85	\$190.52	\$195.32
1	4.0	2	\$283.43	\$290.32	\$295.03	\$300.85	\$308.19	\$317.79
1	4.0	3	\$386.44	\$396.78	\$403.85	\$412.57	\$423.59	\$437.98
1	4.0	4	\$492.71	\$506.49	\$515.92	\$527.55	\$542.24	\$561.43
1	4.0	5	\$602.54	\$619.77	\$631.56	\$646.10	\$664.46	\$688.44
1	4.0	6	\$723.60	\$744.28	\$758.43	\$775.87	\$797.91	\$826.69
2	4.0	2	\$524.57	\$533.13	\$539.67	\$547.73	\$557.91	\$571.19
2	4.0	3	\$709.44	\$722.27	\$732.08	\$744.17	\$759.44	\$779.36
2	4.0	4	\$900.87	\$917.98	\$931.06	\$947.18	\$967.54	\$994.10
2	4.0	5	\$1,099.37	\$1,120.76	\$1,137.12	\$1,157.27	\$1,182.71	\$1,215.92
2	4.0	6	\$1,320.38	\$1,346.05	\$1,365.67	\$1,389.86	\$1,420.39	\$1,460.24
4	4.0	3	\$1,355.45	\$1,373.27	\$1,388.57	\$1,407.39	\$1,431.15	\$1,462.15
5	4.0	6	\$3,110.69	\$3,151.32	\$3,187.39	\$3,231.78	\$3,287.80	\$3,360.85
1	3.0	3	\$435.72	\$444.09	\$450.08	\$457.47	\$466.79	\$478.97
2	3.0	1	\$353.74	\$367.36	\$370.27	\$373.85	\$378.38	\$384.28
Commercial Roll-off Service Mixed Waste								
	Size (cubic	Container						
Qty	yard)							
1	20	Roll-off	\$483.93	\$497.84	\$505.97	\$516.02	\$528.72	\$545.33
1	30	Roll-off	\$618.55	\$638.99	\$650.71	\$665.21	\$683.59	\$707.58
1	40	Roll-off	\$753.16	\$780.14	\$795.50	\$814.46	\$838.45	\$869.82

²In addition, the City will pass through any rate increases from Athens for FY 2019 and beyond based upon the Consumer Price Index for Los Angeles/Riverside/Orange County Area.

PROPOSED ATHENS MONTHLY COMMERCIAL SOLID WASTE RATES

			FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Commercial Compactor Service - Mixed Waste								
Qty	Size (cubic yard)	Container						
1	30	Compactor	\$695.02	\$715.46	\$727.21	\$741.72	\$760.06	\$784.05
1	35	Compactor	\$771.42	\$795.13	\$808.68	\$825.42	\$846.59	\$874.26
1	40	Compactor	\$847.80	\$874.78	\$890.14	\$909.11	\$933.10	\$964.46
Commercial Roll-off Service - Inert Material								
Qty	Size (cubic yard)	Container						
1	10	Roll-off	\$414.21	\$421.58	\$426.11	\$431.69	\$438.75	\$447.97
Commercial Roll-off Service - C&D Debris								
Qty	Size (cubic yard)	Container						
1	40	Roll-off	\$838.58	\$865.56	\$880.92	\$899.89	\$923.88	\$955.25
AB 1826 Bin Customers								
Qty	Size (cubic yard)	Frequency						
1	3	4	\$410.78	\$421.95	\$429.94	\$439.78	\$452.22	\$468.45
1	3	5	\$513.47	\$527.43	\$537.42	\$549.72	\$565.27	\$585.56
1	3	6	\$616.17	\$632.93	\$644.91	\$659.67	\$678.33	\$702.68
2	3	2	\$379.08	\$386.32	\$392.14	\$399.31	\$408.36	\$420.17
2	3	3	\$558.61	\$579.48	\$588.21	\$598.96	\$612.54	\$630.25
2	3	4	\$758.15	\$772.64	\$784.28	\$798.62	\$816.72	\$840.33
2	3	5	\$947.68	\$965.80	\$980.35	\$998.27	\$1,020.89	\$1,050.41
2	3	6	\$1,137.22	\$1,158.96	\$1,176.42	\$1,197.92	\$1,225.07	\$1,260.49
3	3	6	\$1,658.26	\$1,684.99	\$1,707.93	\$1,736.18	\$1,771.82	\$1,818.30
4	3	7	\$2,542.52	\$2,579.52	\$2,612.67	\$2,653.49	\$2,704.98	\$2,772.12
5	3	5	\$2,250.29	\$2,280.88	\$2,309.13	\$2,343.89	\$2,387.75	\$2,444.93
1	4	3	\$337.56	\$340.90	\$344.97	\$349.69	\$354.71	\$360.10
1	4	4	\$530.07	\$543.86	\$553.29	\$564.92	\$579.61	\$598.80
1	4	5	\$652.60	\$679.83	\$691.62	\$706.16	\$724.52	\$748.50
1	4	6	\$795.11	\$815.79	\$829.94	\$847.38	\$869.42	\$898.20
2	4	5	\$1,219.49	\$1,240.88	\$1,257.24	\$1,277.39	\$1,302.83	\$1,336.04
2	4	6	\$1,453.39	\$1,489.06	\$1,508.69	\$1,532.87	\$1,563.40	\$1,593.25
3	4	6	\$2,131.66	\$2,162.32	\$2,187.42	\$2,218.34	\$2,257.37	\$2,308.28
3-yd temporary bin - C&D debris			\$222.96	\$225.75	\$227.75	\$230.21	\$233.32	\$237.37
Bin push-out service			\$27.50	\$27.50	\$27.50	\$27.50	\$27.50	\$27.50
Bin lock lids			\$13.20	\$13.20	\$13.20	\$13.20	\$13.20	\$13.20
1.5-yd bin extra service			\$49.50	\$49.50	\$49.50	\$49.50	\$49.50	\$49.50
2-yd bin extra service			\$49.50	\$49.50	\$49.50	\$49.50	\$49.50	\$49.50
3-yd bin extra service			\$49.50	\$49.50	\$49.50	\$49.50	\$49.50	\$49.50
4-yd bin extra service			\$49.50	\$49.50	\$49.50	\$49.50	\$49.50	\$49.50
Bulky item collection			\$27.50	\$27.50	\$27.50	\$27.50	\$27.50	\$27.50
4-yd bin extra service			\$49.50	\$49.50	\$49.50	\$49.50	\$49.50	\$49.50
Rates include 5% Commercial Service Collection Fee and 5% CERCLA Fee								

PROPOSED WARE MONTHLY COMMERCIAL SOLID WASTE RATES³

			FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Ware								
Commercial Bin Customers - Not AB 1826 - Mixed Waste								
	Size (cubic	Frequency						
Qty	yard)							
1	1.5	1	\$110.82	\$112.63	\$114.08	\$115.88	\$118.14	\$121.09
1	1.5	2	\$177.00	\$180.62	\$183.53	\$187.12	\$191.64	\$197.55
1	1.5	3	\$242.22	\$247.65	\$252.02	\$257.39	\$264.18	\$273.03
1	1.5	4	\$309.40	\$316.65	\$322.47	\$329.64	\$338.69	\$350.49
1	1.5	5	\$378.70	\$387.76	\$395.03	\$403.99	\$415.30	\$430.06
1	2.0	1	\$120.08	\$122.22	\$123.85	\$125.87	\$128.41	\$131.73
1	2.0	2	\$192.79	\$197.07	\$200.34	\$204.37	\$209.46	\$216.10
1	2.0	3	\$264.33	\$270.75	\$275.66	\$281.70	\$289.33	\$299.30
1	2.0	5	\$413.88	\$424.57	\$432.75	\$442.82	\$455.55	\$472.15
1	3.0	1	\$138.61	\$141.40	\$143.40	\$145.86	\$148.97	\$153.03
1	3.0	2	\$224.35	\$229.93	\$233.93	\$238.85	\$245.07	\$253.18
1	3.0	3	\$308.53	\$316.91	\$322.90	\$330.28	\$339.61	\$351.79
1	3.0	4	\$395.11	\$406.28	\$414.26	\$424.11	\$436.54	\$452.78
1	3.0	5	\$484.24	\$498.21	\$508.19	\$520.50	\$536.04	\$556.33
1	3.0	6	\$581.51	\$598.26	\$610.25	\$625.01	\$643.67	\$668.02
2	3.0	1	\$261.36	\$264.98	\$267.89	\$271.48	\$276.00	\$281.90
2	3.0	2	\$416.99	\$424.24	\$430.06	\$437.23	\$446.28	\$458.08
2	3.0	3	\$569.50	\$580.37	\$589.10	\$599.86	\$613.43	\$631.14
2	3.0	4	\$726.81	\$741.30	\$752.94	\$767.28	\$785.38	\$808.99
2	3.0	5	\$889.22	\$907.33	\$921.89	\$939.81	\$962.43	\$991.94
2	3.0	6	\$1,067.90	\$1,089.64	\$1,107.10	\$1,128.60	\$1,155.75	\$1,191.17
3	3.0	2	\$609.63	\$618.54	\$626.18	\$635.60	\$647.48	\$662.97
3	3.0	3	\$830.47	\$843.84	\$855.31	\$869.43	\$887.25	\$910.49
3	3.0	5	\$1,294.18	\$1,316.45	\$1,335.57	\$1,359.11	\$1,388.81	\$1,427.54
3	3.0	6	\$1,554.28	\$1,581.01	\$1,603.95	\$1,632.19	\$1,667.83	\$1,714.32
4	3.0	2	\$802.26	\$812.84	\$822.31	\$833.97	\$848.68	\$867.86
1	4.0	1	\$157.18	\$160.63	\$162.99	\$165.89	\$169.57	\$174.36
1	4.0	2	\$255.89	\$262.78	\$267.50	\$273.32	\$280.66	\$290.26
1	4.0	3	\$352.76	\$363.09	\$370.17	\$378.89	\$389.91	\$404.30
1	4.0	4	\$452.25	\$466.03	\$475.46	\$487.09	\$501.79	\$520.97
1	4.0	5	\$554.59	\$571.82	\$583.61	\$598.15	\$616.51	\$640.50
1	4.0	6	\$665.97	\$686.65	\$700.80	\$718.24	\$740.28	\$769.06
2	4.0	2	\$469.52	\$478.07	\$484.61	\$492.67	\$502.85	\$516.13
2	4.0	3	\$642.10	\$654.94	\$664.75	\$676.84	\$692.11	\$712.03
2	4.0	4	\$819.93	\$837.04	\$850.12	\$866.24	\$886.60	\$913.16
2	4.0	5	\$1,003.49	\$1,024.87	\$1,041.23	\$1,061.38	\$1,086.82	\$1,120.03
2	4.0	6	\$1,205.11	\$1,230.78	\$1,250.41	\$1,274.59	\$1,305.12	\$1,344.97
4	4.0	3	\$1,220.79	\$1,238.61	\$1,253.90	\$1,272.73	\$1,296.49	\$1,327.48
5	4.0	6	\$2,822.53	\$2,863.15	\$2,899.22	\$2,943.62	\$2,999.63	\$3,072.68
1	3.0	3	\$646.06	\$654.43	\$660.43	\$667.81	\$677.14	\$689.31
2	3.0	1	\$414.85	\$418.48	\$421.39	\$424.97	\$429.50	\$435.40
Commercial Roll-off Service _ Mixed Waste								
	Size (cubic	Container						
Qty	yard)							
1	20	Roll-off	\$410.15	\$424.06	\$432.20	\$442.24	\$454.94	\$471.55
1	30	Roll-off	\$517.87	\$538.31	\$550.06	\$564.56	\$582.91	\$606.90
1	40	Roll-off	\$647.58	\$674.56	\$689.92	\$708.88	\$732.88	\$764.24

PROPOSED WARE MONTHLY COMMERCIAL SOLID WASTE RATES

³In addition, the City will pass through any rate increases from Ware for FY 2019 and beyond based upon the Consumer Price Index for Los Angeles/Riverside/Orange County Area.

			FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Commercial Compactor Service - Mixed Waste								
	Size (cubic							
Qty	yard)	Container						
1	30	Compactor	\$551.53	\$571.97	\$583.72	\$598.22	\$616.57	\$640.56
1	35	Compactor	\$621.99	\$645.70	\$659.26	\$675.99	\$697.16	\$724.84
1	40	Compactor	\$692.46	\$719.44	\$734.80	\$753.76	\$777.76	\$809.12
Commercial Roll-off Service - Inert Material								
	Size (cubic							
Qty	yard)	Container						
1	10	Roll-off	\$334.40	\$341.76	\$346.29	\$351.87	\$358.93	\$368.16
Commercial Roll-off Service - C&D Debris								
	Size (cubic							
Qty	yard)	Container						
1	40	Roll-off	\$607.15	\$634.13	\$649.49	\$668.46	\$692.45	\$723.82
AB 1826 Bin Customers								
	Size (cubic							
Qty	yard)	Frequency						
1	3	4	\$461.77	\$472.94	\$480.92	\$490.77	\$503.20	\$519.44
1	3	5	\$567.56	\$581.52	\$591.50	\$603.81	\$619.35	\$639.65
1	3	6	\$681.50	\$698.25	\$710.24	\$725.00	\$743.66	\$768.01
2	3	2	\$483.64	\$490.89	\$496.71	\$503.88	\$512.93	\$524.73
2	3	3	\$669.48	\$680.35	\$689.08	\$699.83	\$713.41	\$731.12
2	3	4	\$860.12	\$874.61	\$886.25	\$900.59	\$918.69	\$942.30
2	3	5	\$1,055.86	\$1,073.97	\$1,088.52	\$1,106.45	\$1,129.07	\$1,158.58
2	3	6	\$1,267.86	\$1,289.61	\$1,307.07	\$1,328.57	\$1,355.72	\$1,391.14
3	3	6	\$1,854.23	\$1,880.96	\$1,903.90	\$1,932.14	\$1,967.78	\$2,014.27
4	3	7	\$2,642.36	\$2,679.37	\$2,712.52	\$2,753.33	\$2,804.82	\$2,871.97
5	3	5	\$2,520.73	\$2,551.31	\$2,579.56	\$2,614.33	\$2,658.19	\$2,715.37
1	4	3	\$419.42	\$429.75	\$436.83	\$445.55	\$456.57	\$470.96
1	4	4	\$541.11	\$554.89	\$564.32	\$575.95	\$590.64	\$609.83
1	4	5	\$665.68	\$682.91	\$694.70	\$709.24	\$727.60	\$751.58
1	4	6	\$799.28	\$819.96	\$834.11	\$851.55	\$873.59	\$902.37
2	4	5	\$1,225.66	\$1,247.05	\$1,263.41	\$1,283.56	\$1,309.00	\$1,342.21
2	4	6	\$1,471.73	\$1,497.40	\$1,517.02	\$1,541.21	\$1,571.74	\$1,611.59
3	4	6	\$2,144.18	\$2,174.83	\$2,199.94	\$2,230.86	\$2,269.89	\$2,320.80
3-yr temporary bin - C&D debris			\$132.54	\$135.33	\$137.33	\$139.79	\$142.90	\$146.95
Bin push-out service			\$27.50	\$27.50	\$27.50	\$27.50	\$27.50	\$27.50
Bin lock lids			\$8.80	\$8.80	\$8.80	\$8.80	\$8.80	\$8.80
1.5-yr bin extra service			\$60.50	\$60.50	\$60.50	\$60.50	\$60.50	\$60.50
2-yr bin extra service			\$60.50	\$60.50	\$60.50	\$60.50	\$60.50	\$60.50
3-yr bin extra service			\$60.50	\$60.50	\$60.50	\$60.50	\$60.50	\$60.50
4-yr bin extra service			\$71.50	\$71.50	\$71.50	\$71.50	\$71.50	\$71.50
Bulky item collection			\$93.50	\$93.50	\$93.50	\$93.50	\$93.50	\$93.50
4-yr bin extra service			\$71.50	\$71.50	\$71.50	\$71.50	\$71.50	\$71.50
Rates include 5% Commercial Service Collection Fee and 5% CERCLA Fee								



City Council Staff Report

DATE: June 7, 2017

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

TO: The Honorable Mayor and City Council
FROM: Tom Cody, Director of Human Resources and Risk Management
SUBJECT: Resolution Approving an Agreement with the Independent Cities Risk Management Authority for Amortized Payment of Pooled General Liability Program Assessments

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt the Resolution approving the amortized assessment payment agreement (Attachment 1) with the Independent Cities Risk Management Authority (ICRMA) and authorizing the City Manager to execute the agreement;
2. Authorize the expenditure of \$163,514 in the 2017/18 fiscal year budget;
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

To ensure current and past ICRMA members were properly noticed and to avoid any disputes over the obligation to pay the assessments, the ICRMA Governing Board thought it prudent to have each individual member complete a simple agreement as to acceptance of the amortized assessment. This is, in essence, an interest free payment plan.

Without the amortization agreement, the City's share of the assessment of \$1,635,143 would be due and payable in full during FY 2017-18.

As this agreement is with another public entity and because of the amount of the assessment it is desirable that the City Council authorize the City Manager to execute the agreement by resolution. The resolution is included for consideration and approval as Attachment 2.

BACKGROUND:

ICRMA was founded in 1980 and is a public entity risk sharing pool created by authority of the Joint Powers Act (Government Code § 6500, et seq.). The City has maintained membership since 1986. In 2014, the Governing Board of the pool began to address significant claim experience erosion in the pool's excess general liability program. In 2016, the Board announced a \$12.5 million assessment to the membership to cover reserve shortfalls in four prior years. The assessment was to be amortized and was to

begin in FY 2016-17. The assessment applied to all current and prior pool members that had claims experience in the problem claims years. Along with the assessment a proposal was made to recapitalize \$12.5 million beginning in FY 2017-18, also in an amortized fashion. The recapitalization would only be charged to members in the program in any future fiscal year.

As part of the renewal for Fiscal Year 2017-18 some program restructuring was done that lowered the pool's retained exposure per claim from \$5 million to \$3 million, which left a lower reserve to fund in future claim years. While this was a prudent move for claims funding going forward, prior claims continued to erode negatively. A sub-committee was selected to evaluate options to address the continued reserve degradation. The planned recapitalization was abandoned as it would exclude prior members from paying their share of claims experience for the problem years. The \$12.5 million was added to the assessment amount. Additional claim erosion led to the Governing Board establishing additional reserves of \$13.26 million, for a total assessment of \$38.26 million (over five years). The assessments owed by each ICRMA member can be found as Exhibit A of the attached assessment payment agreement. The City's assessment total is \$1,635,143. The annual amortized payment is \$163,514. This amount is included in the draft FY 2017-18 budget.

The City's membership in the ICRMA obligates it to pay the assessed amount. This would be true even if the City left the ICRMA; former members are also required to contribute to shortfalls even if they are no longer part of the ICRMA. An alternative would be for the City to pay the entire \$1,635,143 in July 2017. Because of the significant impact to the General Fund, this is not recommended.

Staff recommends that the City Council approve the amortized assessment payment agreement with ICRMA and authorize the City Manager to execute the agreement in a form approved by the City Attorney.

FISCAL IMPACT:

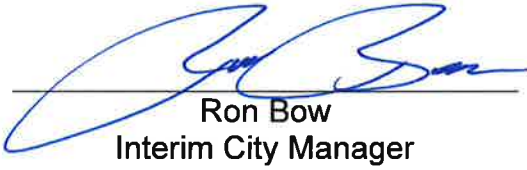
The assessment of \$163,514.00 for Fiscal Year 2017-18 and the City Controller has accounted for this amount in the draft 2017-2018 budget the city council will review and adopt this month.

Respectfully submitted by:



Tom Cody, Director of Human
Resources & Risk Mgmt

Approved by:



Ron Bow
Interim City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENT(S):

1. Amortized Assessment Payment Agreement with ICRMA
2. Resolution
3. ICRMA Assessment FAQ's

ATTACHMENT 1
Amortized Assessment Payment Agreement
with ICRMA

2016-17 ICRMA Assessment Agreement

The City of Monterey Park hereby applies for a payment plan of the assessment as approved at the November 17th, 2016 ICRMA Board meeting as set forth in Exhibit A attached.

The City agrees to be bound by this assessment and the related JPA and Bylaw provisions and is submitting its election to pay the assessment as billed over the next ten years.

The City understands this assessment may be revised as needed.

The City hereby agrees to the above and elects to pay the calculated assessment set forth in Exhibit A over the ten year period beginning July 2017.

By signing below, the person executing this document acknowledges and confirms that all necessary authority has been granted by the City to enter into this agreement and the person executing this document is authorized to execute this agreement on behalf of the City.

CITY OF MONTEREY PARK

Ron Bow,
City Manager

ATTEST:

Vincent D. Chang,
City Clerk

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

By: _____
Karl H. Berger,
Assistant City Attorney

Agreement and election must be received by ICRMA by June 15th, 2017 for the city to be eligible for the 10 year payment plan.



INDEPENDENT CITIES
RISK MANAGEMENT
AUTHORITY

18201 Von Karman
Suite 200
Irvine, CA 92612

(949) 349-9882
www.icrma.org



Independent Cities Risk Management Authority
Summary of Member Net Assets (Deficit)
At the Expected Confidence Level
Liability Program At June 30, 2016
As of June 30, 2016 Updated with IBNR adjustments for increased reserves

Member:	2003/04	2011/12	2012/13	2013/14	2014/15	2015/16	Total by Member of Deficit Years	Option 10 Year Plan Annual	Paid in 2016/17	Revised Balance 3/1/2017	Revised Annual Assessment
Alhambra	(162,648)	(316,000)	(1,205,221)	(1,460,018)	(108,107)	71,613	(3,251,994)	(325,199)	148,139	(3,103,855)	(310,385)
Arcadia	(83,765)	0	0	0	0	WD	(83,765)	(8,377)	0	(83,765)	(8,377)
Azusa	(69,709)	(198,910)	(685,050)	(839,217)	(62,897)	46,031	(1,855,783)	(185,578)	0	(1,855,783)	(185,578)
Baldwin Park	(79,742)	(151,287)	(506,551)	(598,839)	(41,149)	27,694	(1,377,568)	(137,757)	65,220	(1,312,348)	(131,235)
Bell	(60,111)	0	0	0	(27,009)	17,496	(87,120)	(8,712)	8,587	(78,533)	(7,853)
Buena Park	(92,081)	0	0	0	0	0	(92,081)	(9,208)	0	(92,081)	(9,208)
Chino	(96,051)	0	0	0	0	0	(96,051)	(9,605)	0	(96,051)	(9,605)
Colton	(77,865)	(151,835)	(534,208)	(723,693)	0	0	(1,487,601)	(148,760)	67,597	(1,420,004)	(142,000)
Costa Mesa	0	0	0	0	0	WD	0	0	0	0	0
Culver City	(75,724)	(252,552)	(808,935)	(1,111,153)	(89,856)	69,327	(2,338,220)	(233,822)	98,068	(2,240,152)	(224,015)
Downey	0	(84,871)	(271,603)	(278,017)	(23,046)	26,400	(657,536)	(65,754)	29,010	(628,526)	(62,853)
El Monte	(194,784)	(252,988)	(726,056)	(889,447)	(64,757)	44,529	(2,128,032)	(212,803)	107,770	(2,020,262)	(202,026)
El Segundo	(118,432)	(182,181)	(593,740)	(825,463)	(64,264)	46,845	(1,784,079)	(178,408)	80,751	(1,703,328)	(170,333)
Fullerton	0	0	0	0	0	XS	0	0	0	0	0
Glendora	(72,799)	(127,161)	(433,021)	(562,314)	(42,443)	29,516	(1,237,737)	(123,774)	56,407	(1,181,330)	(118,133)
Hawthorne	(141,683)	(233,807)	(786,970)	(1,159,831)	(78,162)	53,062	(2,400,453)	(240,045)	104,476	(2,295,977)	(229,598)
Hermosa Beach	(58,101)	(194,849)	(599,590)	(795,197)	(58,487)	36,664	(1,706,223)	(170,622)	73,455	(1,632,768)	(163,277)
Huntington Park	(124,301)	(187,694)	(564,166)	(742,883)	(52,800)	35,576	(1,671,844)	(167,184)	79,731	(1,592,113)	(159,211)
Indio	0	0	0	0	0	WD	0	0	0	0	0
Inglewood	(89,165)	(276,701)	(685,147)	(961,976)	(72,134)	65,441	(2,085,124)	(208,512)	91,382	(1,993,742)	(199,374)
Lynwood	(69,506)	(186,013)	(733,519)	(934,577)	(54,164)	33,796	(1,977,778)	(197,778)	85,618	(1,892,160)	(189,216)
Manhattan Beach	(64,344)	(144,912)	(519,375)	(737,379)	(60,770)	49,155	(1,526,780)	(152,678)	63,999	(1,462,781)	(146,278)
Monrovia	(76,918)	(169,711)	(597,856)	(748,180)	(64,153)	(6,169)	(1,656,818)	(165,682)	0	(1,656,818)	(165,682)
Monterey Park	(110,422)	(200,904)	(585,196)	(745,291)	(73,401)	53,982	(1,715,215)	(171,521)	80,072	(1,635,143)	(163,514)
Palm Springs	0	0	0	0	0	WD	0	0	0	0	0
Redondo Beach	(129,528)	(211,900)	(737,905)	(986,451)	(75,519)	55,068	(2,141,303)	(214,130)	96,633	(2,044,670)	(204,467)
San Fernando	(43,645)	(85,024)	(297,672)	(391,582)	(30,346)	20,265	(848,269)	(84,827)	37,699	(810,570)	(81,057)
South Gate	(78,146)	(342,299)	(1,046,709)	(1,448,497)	(94,886)	55,446	(3,010,537)	(301,054)	125,249	(2,885,288)	(288,529)
Upland	(57,498)	(198,006)	(700,667)	0	0	0	(956,171)	(95,617)	79,304	(876,867)	(87,687)
Vernon	0	0	0	0	0	WD	0	0	0	0	0
West Covina	0	0	0	0	0	WD	0	0	0	0	0
Whittier	(81,604)	0	0	0	0	WD	(81,604)	(8,160)	0	(81,604)	(8,160)
Total	(2,308,572)	(4,149,603)	(13,619,158)	(16,940,004)	(1,238,351)	831,737	(38,255,688)	(3,825,569)	1,579,167	(36,676,521)	(3,667,652)

ATTACHMENT 2

Resolution

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH THE INDEPENDENT CITIES RISK
MANAGEMENT AUTHORITY (ICRMA) FOR AMORTIZED PAYMENT
OF POOLED GENERAL LIABILITY PROGRAM ASSESSMENTS**

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

SECTION 1: The City Council authorizes the City Manager to execute an agreement between the City and the ICRMA, in a form approved by the City Attorney, to pay an amortized assessment for pooled general liability assessments over a 10 year period.

SECTION 2: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 3: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

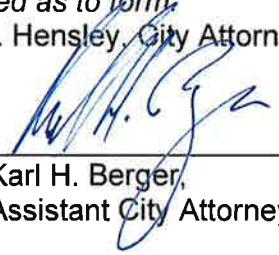
PASSED, AND ADOPTED this 7th day of June, 2017.

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

Resolution No. _____
Page 2 of 2

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 7th day of June, 2017, by the following vote:

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

Dated this 7th day of June, 2017.

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

ATTACHMENT 3

ICRMA Assessment FAQ's

Frequently Asked Questions About the Liability Program and the Assessment

Basic Program History/Summary

ICRMA has been in existence since 1980. Prior to 2016, it has never declared an assessment in 36 years. During this same period, ICRMA has twice returned equity to its members totaling over \$8,000,000. This reflects the overall stability and program philosophy of sharing risk at a sustainable level.

As of June 30, 2015 ICRMA's liability program had an overall deficit of \$3,672,558 and individual deficit program years of \$26,780,456. On June 9, 2016, the ICRMA Board approved a long-term financial plan which included an assessment in the Liability program, subject to annual review of the plan. The assessment was approved at an amount of \$12.5 million, beginning with the 2016/2017 budget cycle, and is to be collected over seven years. The plan did not include assessments for all of the deficit years, as some of the projected deficit years were too new to include in the plan due to a lack of maturity in the claims for those years. Recognizing the anticipated claim deficit, however, the Board additionally implemented a \$12.5 million capital funding plan, for a total of \$25 million of future collected funds to pay claims.

The financial plan was based on an independent evaluation performed by Independent Consulting and Risk Management Services, LLC and presented by Bickmore, the administrator and financial advisor at the time. In 2016, ICRMA changed financial and pool administrators to Marta & Associates and Risk Pool Administrators, respectively, and they began the annual financial plan review. During this time, updated claims information valued at June 30, 2016, showed substantial development in claims. The updated deficit for the negative program years as of June 30, 2016 grew to \$38,255,688. This reflects a net increase of \$13,255,688 in needed funds. Below you will find the original approved assessment plan, as well as the associated loss data information.

Assessment Plan Components 6/09/16			
Type	Assessment	Capitalization	Total
Participants	\$12.5M Members by Program Year	\$12.5M Current Members	\$25M

Loss Valuations

Date Valued	Positive Program Years	Negative Program Years	Net Position/(Deficit)
June 30, 2015	\$23,107,898	\$(26,780,456)	\$(3,672,558)
March 31, 2016	\$22,299,639	\$(30,270,631)	\$(7,970,992)
June 30, 2016	\$20,932,002	\$(38,255,688)	\$(17,323,686)

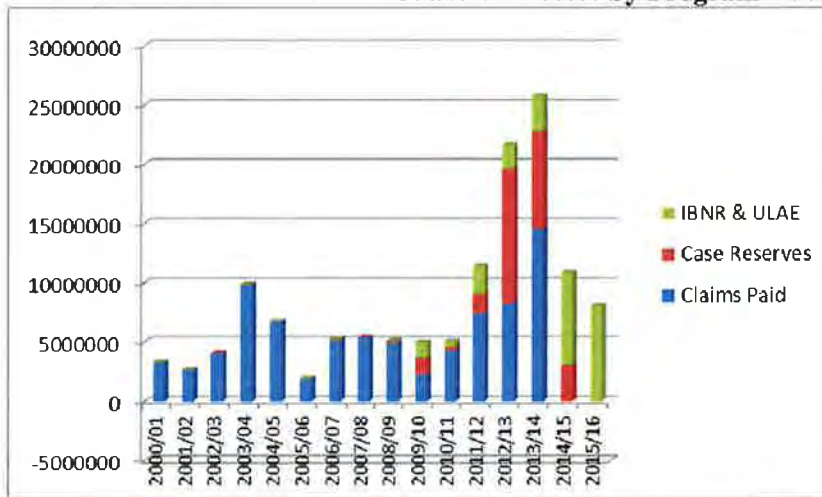
Claims Background:

ICRMA members have incurred numerous catastrophic claims over the past 36 months and experienced large development on past claims from both former and current members. One large occurrence resulted in two claims to the pool totaling \$10 million dollars, which dramatically affected its financial condition and net position as of June 30, 2015. This occurrence and other claims have continued to develop through June 30, 2016.

ICRMA and Funding:

1. ICRMA is a risk sharing pool which bears risk at varying layers, and purchases insurance above these layers.
2. Members join together to share losses in the pooled layer.
3. The ICRMA Board sets funding levels and rates. The ICRMA Board is composed of one voting member from each member city.
 - a. Rates are set to cover losses within a range based on actuarial data.
 - b. For program years 2011/12 and 2012/13, the Board set the rate at the expected or “central” value of claims. In other words, it was equally likely that the funding would be sufficient or deficient.
 - c. This was a conscious decision by the Board based on economic times and the philosophy of the participating members.
 - d. Primarily due to multiple catastrophic losses, the overall losses exceeded the funded range (see chart below)
 - e. Former and current members’ claims have driven the need for an assessment.

Chart 1 – Losses by Program Year



Definitions:

IBNR – Incurred But Not Reported Claims – *Not all claims are immediately known in the policy year*

ULAE – Unallocated Loss Adjustment Expenses

Case Reserve – Amount Expected To Be Paid In The Future

Claim Paid – Actual Dollars Already Paid on Claims Presented

4. Members share risk by program year
 - a. The annual amount each member pays for the liability program is the best actuarial estimate of what will be needed to fund the claims for the given program year.
 - b. The amount billed is an estimate because the largest expense, claims, is not a fixed known cost.
 - c. If the claims are more than the total members’ contributions in that program year, then the difference is assessed in proportion to each member’s share of the original risk-sharing contributions.

New Look at the Deficit and Financial Plan by Newly Hired Vendors:

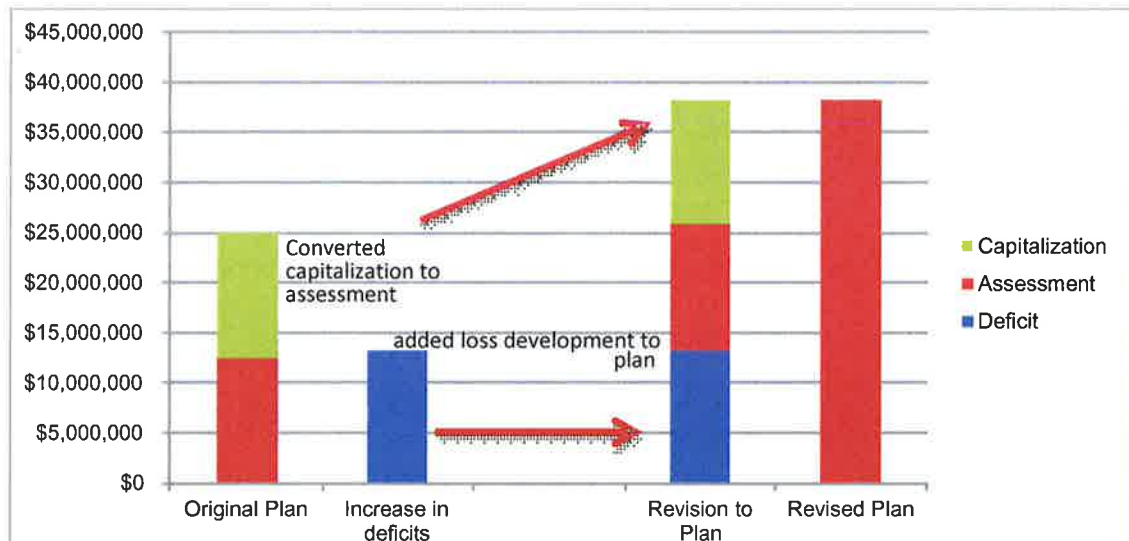
(Note: New Administration, Financial, and Liability Program Management vendors formed a new ICRMA management team on July 1, 2016. The new team began reviewing information during a transition period; however, Bickmore remained the provider of all these services until June 30, 2016.)

In summary, the financial plan adopted in the spring of 2016:

1. Did not include all of the deficits in the various program years
2. Was based on claim values as of June 2015
3. Addressed approximately half of the deficit program years through “capitalization” (i.e. billing future program years for capital funding that was needed as a result of deficit program years). Thus, not all responsible members (per Bylaws) would be participating in the “true up” of the deficit in the years in which they were members.

The new team conducted a thorough review of the underlying losses and claim development, and analyzed the strength and philosophy of the plan to fund the program year deficits. The team also determined that, according to the Bylaws, the negative years must be funded by the members who participated in those deficit program years.

Chart 2 – Comparison of Adopted Plan to Recommended Revised Plan



- Adopted plan addressed \$25M, thus net change from adopted plan to recommended plan is an increase of \$13,255,688
- Total declared assessments of \$38,255,688 (\$12.5M already adopted + \$12.5M moved from capitalization + \$13.25M new claim development)

	Deficit	Assessment	Capitalization	Total Supplemental Call
Original Plan	\$26,780,456 (6/30/15 losses)	\$12,500,000	\$12,500,000	\$25,000,000
Increase in Deficit	\$13,255,686 (6/30/16 Losses)			
New Plan	\$38,255,688	\$38,255,688	\$0	\$38,255,688

FAQs about the Assessment

1. Why is there an assessment?

- A. The 2003/04, 2011/12, 2012/13, 2013/14 and 2014/15 program years have member claims that exceed the amounts collected based on the actuarially estimated member contribution.
- B. The assessment covers the deficits by bringing funding to zero at an expected confidence level.

Chart 3 - Deficit Years at Various Claim Valuation Dates

Assessment Plan Developed			Claim Development of \$4.3 million			Claim Development of \$8 million		
Program Year	Net Position Before Assessment	Net Position After Assessment	Net Position Before Assessment	Net Position After Assessment	Net Position After Assessment	Net Position Before Assessment	Net Position After Assessment	Net Position After Assessment
Prior Years	3,006,192	3,006,192	3,006,192	3,006,192	3,006,192	3,006,192	3,006,192	3,006,192
2000/2001	986,633	986,633	991,450	991,450	991,450	991,450	991,450	991,450
2001/2002	1,877,956	1,877,956	1,877,956	1,877,956	1,877,956	1,877,956	1,877,956	1,877,956
2002/2003	(4,453,253)	-	1,404,242	1,404,242	1,404,242	1,404,242	1,404,242	1,404,242
2003/2004	3,548,924	3,548,924	(2,308,572)	2,308,572	-	(2,308,572)	2,308,572	0
2004/2005	680,053	680,053	680,052	680,052	680,052	680,052	680,052	680,052
2005/2006	6,490,938	6,490,938	6,490,937	6,490,937	6,490,937	6,490,937	6,490,937	6,490,937
2006/2007	1,719,517	1,719,517	1,668,349	1,668,349	1,668,349	1,668,349	1,668,349	1,668,349
2007/2008	1,041,404	1,041,404	1,041,464	1,041,464	1,041,464	1,041,464	1,041,464	1,041,464
2008/2009	165,372	165,372	872,432	872,432	872,432	872,432	872,432	872,432
2009/2010	2,048,374	2,048,374	2,350,739	2,350,739	2,350,739	1,281,879	1,281,879	1,281,879
2010/2011	781,891	781,891	1,084,089	1,084,089	1,084,089	785,859	785,859	785,859
2011/2012	(877,701)	-	(2,165,562)	2,165,562	-	(4,149,603)	4,149,603	-
2012/2013	(4,052,740)	-	(7,664,082)	7,664,081	(1)	(12,619,158)	12,619,158	-
2013/2014	(17,396,762)	-	(16,916,763)	361,785	(16,554,978)	(16,940,004)	16,940,004	-
2014/2015	760,644	-	(1,215,652)	-	(1,215,652)	(1,238,351)	1,238,351	-
2015/2016	-	-	831,737	831,737	831,737	831,737	831,737	931,737
Totals	\$ (3,672,558)	\$ 8,827,442	\$ (7,970,992)	\$ 12,500,000	\$ 4,529,008	\$ (17,323,686)	\$ 38,255,688	\$ 20,932,002
Deficit Years	\$ (26,780,456)		\$ (30,270,631)			\$ (38,255,688)		

Not addressed in the original plan as assessments. Instead addressed through \$12.5M capitalization plan.	Adopted plan \$ 12,500,000 (A)
	Deficits not covered (17,770,630) 3/31/2016
	Additional develop. (7,985,058) 6/30/2016
	Unaddressed by plan (25,755,688) (B)
	Total deficit \$ 38,255,688 (A) + (B)

Deficits not covered and additional development that needs to be addressed
--

2. What is the assessment for?

- A. The assessment is necessary to pay member claims that have increased in cost and/or recently been reported for the program years shown to be in deficit positions.
- B. The assessment is the shortfall between amounts collected from the members in certain program years (assets available to pay claims) and the amount that will ultimately be paid out of the ICRMA pooled layer. The liability program has incurred substantial losses that exhausted the amounts collected based on the actuarial central estimate for certain program years.
- C. Members and former members are only assessed for their share of program years in which they were members.

3. Is ICRMA collecting too much through the assessments?

The recommended total assessment of \$38.2M brings the deficit claim years to \$0 at the expected confidence level. ICRMA is only collecting what it needs. The assessment was calculated at the expected level, which relies on the fact that ICRMA has capital available in other years.

4. How were the assessments calculated?

- A. Based on the Bylaws, the shortfall is calculated by program year as a sum of contributions and investment income received, less paid claims, case reserves, IBNR reserves, reinsurance, and administrative cost.
- B. Members are assessed pro rata based on their pooled share for each program year assessed. For example, if the city was underwritten as 10% of the total shared risk premium, then the city has a 10% share of any assessment for that program year.

5. Our agency hasn't had any losses, why does our city have to pay such a high percentage of the assessment?

- A. ICRMA is a risk sharing pool of member cities. The members' risk sharing agreement is based on the member-proportionate or pro rata, risk share as originally underwritten. Using the example from above, if the member city had all of the losses or none, the member would still be responsible for its proportionate share based on the original premium.
- B. Each member's loss history, payroll, and selected member retained limit are built into the rates the Board approves in the budget at the beginning of the program year. Once that share is established, it is also the member's share of any deficit.
- C. Loss experience for past years may influence future rates for each member.
- D. A member's share may differ from program year to program year based on the exposures, losses, member retained limit, and coverage provided.

6. Why do ICRMA members and former members have to pay the assessment?

Members participating in the deficit years are contractually responsible for their share of the deficit, regardless of whether the member has withdrawn. The withdrawn member is unable to vote on the financial plan adopted to eliminate the deficits, because it no longer participates on the Board. As a reminder:

- A. ICRMA is a risk sharing pool made up of member cities and governed by a joint powers agreement.
- B. It shares risks by financing losses among its members.
- C. ICRMA offers coverage for its members through a memorandum of coverage.
- D. Every member of each program year must fund the deficits.
- E. In accordance with Section 2.6 of the ICRMA By-Laws, assessments may be levied on the participant for the risk sharing layer of any program year(s) when an actuary finds that the assets of Liability Program, as a whole, do not meet the expected discounted losses of the Liability Program.
- F. Following is an excerpt from ICRMA's Liability Bylaws:

Section 2.5 Dividends and Assessments

2.5.1 Dividends

2.5.1.1 Five years after the end of the program year, the first dividend calculation shall be performed. Each year thereafter there shall be an additional dividend calculation made until such time as the program year is closed. Any dividends available to be declared and returned to the participants will be at the discretion of the Governing Board.

2.5.1.2 Calculation

2.5.1.2.1 Dividends are available to be declared only at such time as the LP [Liability Program] has equity, with liabilities actuarially stated, discounted at a 90% confidence level. The calculated amount shall represent the maximum dividend available to be declared.

2.5.1.2.2 This amount shall be reduced if the two succeeding years (after the fifth program year reaches eligibility) have negative equity, with liabilities actuarially stated at an expected confidence level.

2.5.1.2.3 Each participant's share of any dividends shall be allocated based upon the method by which the deposit premiums were collected, beginning with the oldest program year. However, until the last claim of a program year has been paid and the program year has been closed, the program year must maintain sufficient funds to satisfy the 90% confidence level discounted requirement.

Section 2.6 Assessments

2.6.1 As approved by the Governing Board, assessments may be levied on the participant for the risk sharing layer of any program year(s) when an actuary finds that the assets of the LP, as a whole, do not meet the expected discounted losses of the LP. Each participant's share of the assessment shall be allocated based upon the method by which the deposit premiums were

collected for the risk sharing layer of each respective program year being assessed. If such assessment is not sufficient to relieve the pool of its actuarial determined deficit in the year of the assessment, such assessment shall be levied each subsequent year until the actuarial deficit is relieved. The timing of the payment shall be determined by the Governing Board at the time of the assessment.

2.6.1 Equity, from the risk sharing layer, may be exchanged between eligible program years if sufficient funds are available. The transfer of equity will be performed such that the individual participant's share of equity is separately applied so as to maintain the integrity of each participant's balance.

7. Will dividends be declared in the older program years with positive equity balances?

No. According to the Liability Bylaws section 2.5.1.2.1, dividends are available to be declared only at such time as the Liability Program has equity such that all program years together are at the 90% confidence level. The Liability Program equity does not currently meet that requirement.

8. It appears there are funds available in other program years. Can those funds be applied to the deficit years?

The Bylaws only allow equity exchange between years if sufficient funds are available. ICRMA Bylaws and adopted financial benchmarks require fund sufficiency at a 90% confidence level. Currently, the Liability Program does not meet the 90% confidence level.

9. Can the ICRMA Bylaws be changed to allow equity transfers, even though the financial benchmarks have not been met?

The Bylaws in general can be amended, but a member's rights and obligations under any given program year would not be altered. The Board may approve equity transfers as it deems appropriate, if sufficient funds are available and if the Board determines it would be fiscally prudent to do so. The financial benchmarks have not been met, however, and moving funds from recent years, or years in which there is active claims activity, runs a high risk of additional unforeseen assessments. ICRMA members need to be confident that there is equity in those years to provide for loss development.

10. What if a member or former member refuses to pay?

- A. ICRMA is a Joint Powers Authority organized under the California Government Code. As such, each member is responsible for funding its share. The Joint Powers Agreement (JPA) outlines the responsibilities among the members.
- B. These responsibilities have been litigated in the past for California risk sharing pools. In the Court of Appeal of the State of California, Fifth Appellate District in the case of *Schools Alliance for Workers' Compensation II vs. Fresno County Office of Education*, the court upheld the judgement for the risk sharing pool. The member was required to pay their share of the assessment, plus interest.

11. If the City leaves the pool, does it have to pay the assessment?

As discussed above, leaving the pool does not remove the city's obligation to pay the assessment.

12. What if a member is unable to pay its share?

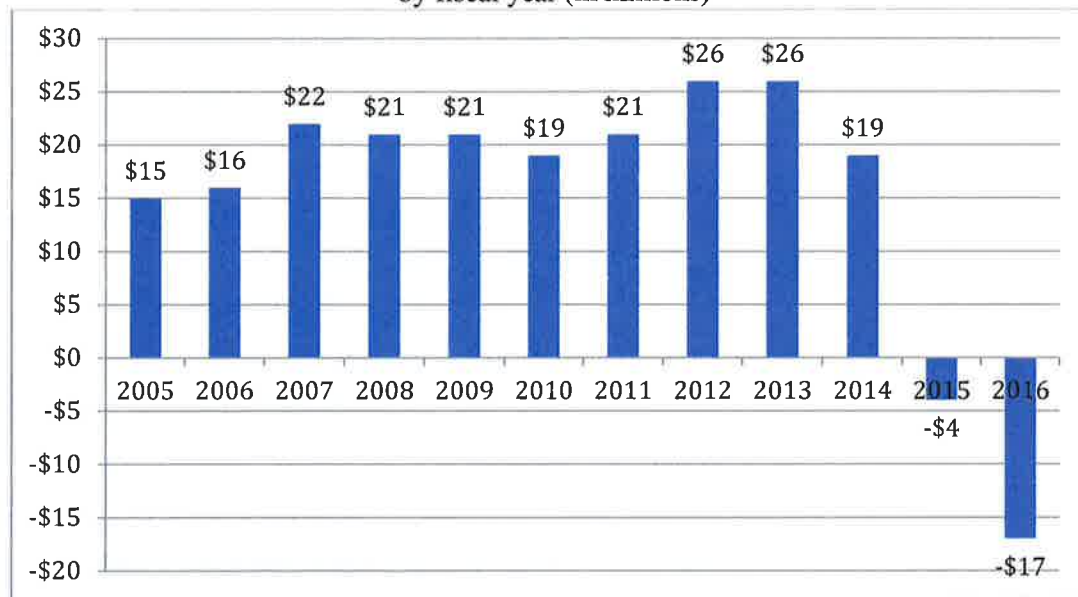
- A. The proposed assessment plan is designed to cover the program year deficits and to ensure adequate cash flow to pay claims that will be coming due. The payments are proposed to be spread over ten years, to help members with the obligation.
- B. If a member is unable to pay their share in accordance with the plan, they can issue debt financing on their own to cover the required payments.

13. **How long is the assessment plan?**
The original plan was for seven years. The proposed revised plan offers two choices:
A. Lump sum payment
B. Agreement to make scheduled payments over the next ten years.
14. **Will a “discount” be offered if the assessment is paid in full?**
The proposed revised plan includes a 10% discount on the ten year assessment balance if paid at the beginning. Payment of the assessment does not remove your agency’s responsibility if additional assessments are declared.
15. **Can the assessment be collected over a longer period of time?**
The members could consider extending the assessment period, however, ICRMA needs to ensure there is adequate cash flow. Assessment goals include making the deficit years whole again, avoiding cash-flow issues, ensuring the assessments are manageable, and improving the presentation of ICRMA financial statements.
16. **When is the assessment invoice due?**
The billing on the new plan will be made in June 2017 and the assessment invoice will have a Net 30 term, making it due in July, 30 days after the invoice has been created. Unpaid balances after 30 days shall be assessed a penalty in accordance with Section 13.3.1 of the ICRMA Bylaws. Interest shall accrue on unpaid balances as well.
17. **Will the assessment change?**
Claim liabilities may change based on ultimate settlements and expenses. The reported claims have been reviewed by the TPA claim adjusters and/or the Liability Program Manager to ensure claim values have been properly updated and recorded. In addition, the actuarial expected development has been added. These losses and the related deficit have been recorded at the expected confidence level. The Board will review the plan annually to determine the progress and the related claims development.
18. **What is the impact of claims development?**
An evaluation in October 2016 of reported losses through August 2016 showed that claims incurred increased by over \$13 million, which is the basis of the updated assessment.
19. **Is a document which details the assessments available?**
Yes. A document which details payroll, contributions made, and calculated risk sharing balance is available upon request.
20. **What is capitalization and why was it abandoned?**
Capitalization is forward-looking funding to provide base capital for future losses. Capitalization was abandoned because:
A. The deficits in the 2011/12 and 2012/13 program years were due to lean funding plus losses that were in excess of the actuarially determined expected amounts.
B. The capitalization program did not provide for funding the deficits in accordance with the Bylaws, which require members and former members that participated in deficit program years to pay their proportionate share of the deficit if assessments are declared.
C. Once the negative program years are funded with assessments, along with the reduction of the self-insured retention as previously discussed, there is no current need for additional capitalization.
21. **What role do the member retained limits play in the assessments?**
Every member has a retained limit which is applied to each and every loss. In the coming months, ICRMA will be reviewing all member retained limits to ensure they continue to be appropriate.

22. Did ICRMA miss something?

Prior to 2011-12, ICRMA had “normal” to “good” loss experience (see Chart 1). In the past, ICRMA has declared dividends of \$8.26M. The pool funded based upon an actuarial estimate of most likely losses. However, the loss experience was outside of the expected range. In 2011-12, the Board elected to increase the pool’s self-insured retention to \$5M. This decision was made due to many years of stable claims experience, the adequate net position of the pool (see Chart 4), and the difficult economic times the cities were facing. When the 2014 decrease in net position (i.e. surplus) occurred due to a catastrophic loss, the Board proactively hired a consultant to provide recommendations to the Board. Unfortunately, several additional catastrophic losses occurred and the net position dropped dramatically, as depicted in the chart.

Chart 4 – Liability Program Net Position
by fiscal year (in millions)



23. What has the ICRMA Board done to reduce liability program volatility in future years?

- A. 2013-14: Began funding MRL - \$3M at 70% confidence level (previously funded at expected).
- B. 2013-15: Approved multiple enhancements to the liability program to help ICRMA more effectively manage losses (e.g. data requirement provisions, members required to use a TPA, updated Litigation Management Policies & Procedures, regular attorney review).
- C. 2014-15: Added multi-member clash coverage to reduce the potential loss experience variability. For example, when two members experienced a claim occurrence together, the exposure was \$10 million dollars to ICRMA (\$5M pool retention x 2 members). If that claim occurred under the current memorandum of coverage and reinsurance policies, the pool would only be responsible for one \$3M occurrence versus the previous \$10M.
- D. 2016-17: Reduced the pool exposure from \$5M per occurrence to \$3M per occurrence.
- E. Approved contract in 2016/17 for a new liability program manager to focus on claims in ICRMA’s layer and implement a more comprehensive litigation control program. These programs will provide a deeper level of claim evaluation and strategy which results in more aggressive claim resolution.
- F. Approved an underwriting policy for current and prospective members in 2015.

24. What is the outlook for ICRMA?

For over 35 years, ICRMA has provided stable rates and consistent coverage for its members. As described above, ICRMA has implemented numerous changes which place it in an extremely favorable position with regards to financing and overall program success. ICRMA is developing a thoughtful financial plan, and has an active Board and dedicated members. ICRMA continues to evolve to meet its members' needs, regularly setting organizational goals & objectives intended to help member cities increase risk management awareness, explore new coverage options, and reduce losses.

25. What third party claim administrators have been allowed to adjust liability claims on behalf of the members since 2002-03?

Prior to 2014 ICRMA allowed members to self-administer claims or directly contract with the third party claim administrator (TPA) of its choice. Beginning in 2014, members are required to use one of two TPAs (Carl Warren or AdminSure) and may no longer self-administer claims.

26. Have those TPA's been responsible for "ground up" expense and indemnity reserving of all claims regardless of total claim value?

Members have historically selected and supervised their TPAs to be responsible for ground up data. Because of that, ICRMA adopted third party claim administration performance standards and Litigation Management Policies and Procedures to ensure consistent claim handling.

27. What role, responsibility and authority has ICRMA had for claim reserving within ICRMA's pooled layer of coverage?

ICRMA has hired a Liability Program Manager to, among other things, monitor reported claims on its behalf and provide reports to the reinsurance carriers. A four-way partnership exists between the member, its selected TPA adjuster, ICRMA's Liability Program Manager, and defense counsel for claim handling, reserving, and strategy for ICRMA reported claims.

28. What has ICRMA done to oversee/manage loss development in all program years beginning with 2002-03?

ICRMA's Litigation Manager or Liability Program Manager works closely with the members, third party claim adjusters, and defense attorneys to provide oversight and reporting of ICRMA reported claims.

29. How has ICRMA exercised oversight/management of claim disposition within ICRMA's pooled layer of coverage?

ICRMA hires a Liability Program Manager (previously called a Litigation Manager) to monitor reported claims and work with the members, TPAs, and defense attorneys, and provide reports to the reinsurance carriers.

30. How has ICRMA exercised oversight/management of claim reserving, both expense and indemnity? Has ICRMA ever taken affirmative action to amend liability claim reserving? If so, how has that been accomplished?

ICRMA adopted Litigation Management Policies and Procedures and third party claim administrator performance standards to help the members better manage their litigation costs, selected TPAs, and defense attorneys. It is important to note that a number of large individual losses that are not consistent with the pool loss history, not reserving practices, led to the need for assessments.

31. What analysis has ICRMA done to determine the impact of loss development specific to liability defense costs?

In 2012, ICRMA performed analysis regarding its liability program costs. Information was shared with ICRMA members and a city manager task force was formed to evaluate liability defense costs.

32. What actions has ICRMA taken to better manage liability defense costs?

ICRMA hired an independent consultant to review panel attorney firms to ensure compliance with the Litigation Management Policies and Procedures (LMPP); agreed to reduce the attorney panel over time; commenced bi-annual meetings with the members, TPAs, defense attorneys and ICRMA to discuss status and strategy of pending litigation; required Board approval for non-panel attorneys; revised the fee structure in the LMPP.

33. How many claim audits on behalf of ICRMA members have been provided since 2002-03?

Liability claim audits are performed every other year for both ICRMA and individual members.

34. Will ICRMA provide copies of any and all claims audits to all former ICRMA members? Yes.

35. Has ICRMA ever recommended or actually taken any action regarding claim reserving practices based on claim audits? If so, will ICRMA provide any written documentation of same?

A running tally of actions taken based on claim audits is not maintained. A number of large individual losses that are not consistent with the pool loss history, not reserving practices, led to the need for assessments.

36. Will ICRMA provide a history of reserving for any claim impacting the proposed Special Assessment, from date of report of each such claim through the date used for Special Assessment valuation?

This would be extremely difficult, if not impossible, to do in practical terms. All claims during the assessed coverage periods on which the pool has paid something affect the assessment to some degree. Decisions on reserving, and deciding to settle or not settle, are often vulnerable to second guessing. ICRMA's Claims Committee approves claim settlements up to \$250,000 over the member retained limit, its elected Administrative Committee approves claim settlements up to \$500,000, and the Board approves settlements over \$500,000. The number of large individual losses that are not consistent with the pool loss history were discussed and settled or adjudicated by the Board, and members had every opportunity to raise questions or concerns then. If the issue is, were the reserves on the whole so "out of whack" that with "proper" reserving these problems could have been foreseen sooner, the answer is no. Further, there is little or no ultimate impact on the assessment if the adjuster or ICRMA Litigation Manager at the time over- or under-estimated some reserves. In the end, the claims were worth what they were worth, whether or not in hindsight reserves were high or low.

37. Why is an assessment being declared in the 2003-04 coverage period so long after the coverage period?

The 2003-2004 MOC applied to a claim against a member city by a flood control district (District). It arose out of alleged "damage" to a flood basin, in connection with a freeway construction project. There were several lawsuits between the district, a private developer and others. The district's claim against the city was stayed for an extended period while some other lawsuits were resolved, so that the lawsuit against the city was not heavily litigated until 2009 and after. ICRMA denied coverage in 2009 on several grounds, and declined to defend. That was appealed to the Governing Board, which upheld the denial in 2010. In 2013, after the underlying case was resolved, the city filed a lawsuit against ICRMA and an excess carrier for declaratory relief and "bad faith." The city alleged it had spent over \$6 million in defending the underlying claim. Pursuant to the terms of the MOC, the matter proceeded to binding arbitration before a panel of three arbitrators, one each selected by the parties, and the third "neutral" arbitrator appointed by the Court when no agreement could be reached. In the first phase of binding arbitration, the arbitration panel found, 2-1, that there was coverage and that the case should have been defended. The city's attorneys argued, among other things, that ICRMA was the functional equivalent to an insurance company, so that insurance law should apply to interpret the MOC and determine the duty to defend, conclusions which ICRMA felt were contrary to the law and to the facts. Defense fees and costs were awarded of approximately \$2.2 million, including interest at 10% per year. The remaining claims of the city

involved alleged consequential economic detriment to the city caused by the denial, allegedly in the amount of over \$5.1 million. Thereafter, the remainder of the case was resolved at mediation in December 2014, for a total additional payment of \$3.5 million in 2015.

ICRMA felt that under the law and the MOC, there was no coverage and no duty to defend. However, it became clear that the Court appointed “neutral” arbitrator was strongly under the influence of the arbitrator selected by the city, as manifested in the panel’s decision on the duty to defend. Regardless of the merits, or lack thereof, of the city’s remaining claims, there was a clear risk that this panel, by a 2-1 vote, would award to the city everything it wanted, with interest, and with no right of appeal or other legal recourse. On that basis, the remaining claims settled. ICRMA tendered to the reinsurer, which denied coverage.

The approximately \$5.5 million ICRMA paid to the city to resolve the claim resulted in a deficit in the 2003-2004 coverage period. Thus an assessment of \$2.3 million has been declared and will be paid by all members participating in the coverage period.

38. Did ICRMA make any changes as a result of the coverage dispute described above?

This experience led directly to some changes in the MOC to mitigate the chances of this happening again. The MOC now makes it explicit that the duty to defend is not governed by insurance law applicable to adhesion contracts, a provision which was never thought necessary before this claim. Further, we felt that we would have had a much better chance of prevailing in the Superior Court, with a right of appeal. Accordingly, the dispute resolution provisions have been amended to provide for a declaratory relief action, although maintaining an arbitration option if both sides agree. Finally, ICRMA revised the language to eliminate many of the claims the city asserted here, and to limit any recovery against ICRMA even in the event a claim should have been defended but was not.

39. Will ICRMA provide all liability Actuarial Studies performed since 2002-03 to all former members impacted by the Assessment? Yes

40. Has the actuary provided probability level options for each year? Yes

41. Has the actuary provided discounting options for each year? Yes

42. What probability and discount factors were used for funding each year?

This information is contained in the Board minutes and/or budget documents.

43. Was the actuary provided with a copy of any claims audits done by ICRMA?

This is not an item that appears on the actuary’s data request. Candid conversations regarding the program structure and losses take place with the actuary annually.

44. Has ICRMA considered soliciting a peer review of the Actuarial Study used for Special Allocation purposes, or soliciting a second study?

The deficits in the policy years are due to a number of large individual losses that are not consistent with the pool loss history. An actuary study brings value of projecting future events based on a large exposure base. When individual large claims occur this doesn’t warrant a peer review of the actuarial study.

45. What layers of pooled liability coverage did ICRMA consider in each year since 2002-03, what options were requested by ICRMA, what options were provided by ICRMA’s broker, what options were selected, is the rationale for each year’s selection detailed in ICRMA Board Meeting minutes?

Each year the administration team and broker meet to discuss a renewal strategy. The broker then provides a variety of renewal options for the Board’s consideration. The Board annually balances a

multitude of considerations (e.g. net position, claim trends, cost of coverage, and economic conditions of the members) before making funding and renewal decisions.

46. Has the Board considered modifying its funding approach to look at the program's overall funding requirements rather than year-by-year?

The JPA Agreement and Bylaws provide for each year to be funded by the members participating. If there is a deficit, those members would be assessed their proportionate share. If the pool as a whole reaches the 90% confidence level overall, the Board may use overall funding to fund the deficits. Even if ICRMA were to change its funding approach, it would be difficult to apply it to previous coverage periods.

47. Are withdrawn members eligible to receive distributions from dividends for non-deficit years when declared by the Board?

Yes, per ICRMA's Bylaws. Dividends were distributed twice in ICRMA's history to members and former members.

48. Have ICRMA's governing documents changed since the 2002-03 year? If so, in what way?

The governing documents are available for review and comparison from year to year. There have been several changes to the Memorandum of Coverage, and fewer changes to the other governing documents. None of these changes have a significant effect on this assessment.

49. Have any changes been made in ICRMA's liability experience modification formula?

Yes, the liability formula was revised in 2011 to adopt experience modification rating of liability reinsurance costs. A revision to the experience modification factor for the MRL to reinsurance layer was approved in 2015.

50. If so, what changes were made and what was the rationale for any changes?

In 2014 an ad hoc committee was formed to explore changes to the ex-mod formula to limit volatility. The previous model was sensitive to a large loss for a member with an otherwise low loss record and included ten years of loss history. The committee recommended a change to the credibility factor and the application of declining weights to older losses. The Board considered the impact to individual members, the benefit to the pool as a whole, and believed the formula revisions would allow for more budget stability. The revisions approved in 2015: 1) adjusted the credibility factor from .50 to .75; 2) applied declining weights of 10% per year to losses on a rolling ten-year basis; and 3) implemented the changes effective with the 2016/17 program year budget.

51. Is there a report of the "review of the effectiveness of the experience modification factor" performed? If so, will such report be made available to former program members?

Because the experience modification factor changes were implemented with the 2016-2017 coverage period, a study regarding effectiveness has not been performed.

52. How does the proportion of incurred pool claims as of June 30, 2016 by member, compare to the allocation of premiums for the assessment years?

Pooled claims are allocated to members in the same proportion as the premiums and assessments.

Large losses in years in which assessments have been declared:

Coverage period	Member	Claimant	Cause	Status	ICRMA Incurred
2003-2004	Upland	San Bernardino Flood Control District		CL	\$ 5,500,000
2003-2004 Total					\$ 5,500,000
2011-2012	Colton	Serrano	Police	CL	\$ 739,024
2011-2012	Downey	Nida	Police	CL	\$ 3,110,129
2011-2012	El Monte	Le	Police	CL	\$ 350,000
2011-2012	El Segundo	Willmore	EPL	CL	\$ 228,909
2011-2012	Open	Open	EPL	OP	\$ 315,000
2011-2012	Open	Open	Public Works	OP	\$ 150,000
2011-2012	Open	Open	Dangerous condition	OP	\$ 2,504,000
2011-2012	Monterey Park	Garcia	Police	CL	\$ 904,103
2011-2012	San Fernando	Hanchett	EPL	CL	\$ 451,823
2011-2012 Total					\$ 8,752,988
2012-2013	Azusa	Rivera, Jose & Maria	Police-Excessive force	CL	\$ 700,000
2012-2013	Colton	Taylor, Michael	Police	CL	\$ 154,000
2012-2013	Colton	Williams/Hermosillio	Auto Liability	CL	\$ 800,000
2012-2013	Culver City	Gibson-Roc, Karen	Jogger struck	CL	\$ 466,517
2012-2013	Open	Open	EPL	OP	\$ 2,000,000
2012-2013	El Monte	Roe, Jane	Police	CL	\$ 265,000
2012-2013	Open	Open	Police	RO	\$ 250,000
2012-2013	Hawthorne	Meister, Jonathan	Police-Excessive force	CL	\$ 350,000
2012-2013	Hawthorne	Jordan, Stanley	Police	CL	\$ 1,699,532
2012-2013	Huntington Park	Weeks, Addison	Police	CL	\$ 1,695,165
2012-2013	Open	Open	Police	OP	\$ 3,500,000
2012-2013	Open	Open	EPL	OP	\$ 3,100,000
2012-2013	Manhattan Beach	Goodbody, Noreen	Dangerous condition	CL	\$ 2,565,897
2012-2013	Open	Open	Dangerous condition	OP	\$ 1,222,143
2012-2013 Total					\$ 18,068,254
2013-2014	Open	Open	fire truck	OP	\$ 4,750,000
2013-2014	Open	Open	EPL	OP	\$ 895,000
2013-2014	Open	Open	Struck by city vehicle	OP	\$ 1,600,000
2013-2014	Open	Open	Dangerous Condition	OP	\$ 700,000
2013-2014	Hawthorne	Preza	Auto liability (police)	CL	\$ 4,801,802
2013-2014	Open	Open	Police	OP	\$ 100,000
2013-2014	Monterey Park	Ruan, Bao	Struck by city vehicle	CL	\$ 2,880,000
2013-2014	Open	Open	fire truck	OP	\$ 4,700,000
2013-2014	Open	Open	Negligent supervision	OP	\$ 500,000
2013-2014 Total					\$ 16,176,802
2014-2015	Open	Open	Police	OP	\$ 308,374
2014-2015	Open	Open	Police	OP	\$ 1,200,000
2014-2015	Open	Open	Dangerous Condition	OP	\$ 850,000
2014-2015 Total					\$ 1,508,374



City Council Staff Report

DATE: June 7, 2017

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

TO: The Honorable Mayor and City Council
FROM: Robert Aguirre, Interim Recreation & Community Services Director
SUBJECT: Award of contract to Commercial Aquatic Services for the purchase and installation of one water heater at George Elder Park Pool at a cost of \$24,000.

RECOMMENDATION:

It is recommended that the City Council:

1. Award a contract for the purchase and installation of one water heater from Commercial Aquatic Services for \$24,000 (+ a 10% contingency of \$2,400) to be funded out of the Community Capital Improvement program, account 0010-801-5002-91749;
2. Authorize the City Manager to execute a standard public works contract, in a form approved by the City Attorney, with Commercial Aquatics Services; and
3. Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

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

EXECUTIVE SUMMARY:

In March 2017, the City Council authorized the solicitation of bids for the purchase and installation of one water heater at the George Elder Park Pool. A Notice of Inviting Bids were solicited to interested contractors on April 5th and returned on April 25th. Commercial Aquatic Services was identified as the lowest responsible bidder.

BACKGROUND:

The George Elder Park Pool is used during the summer months for swim lessons and recreation swimming. The pool, which is over 30 years old, is heated by one large Lockinvar heater, which has broken and can no longer be repaired – keeping the pool below 77°, which is unacceptable for swim lessons, pool parties and any additional programs. These programs would have to be moved to Barnes in the summer if the heater is not replaced.

George Elder Pool heater has outlived its expected operating life and is scheduled and budgeted to be replaced.

The bid packet for the Elder Pool Heater was advertised to 12 contractors, and was also advertised on electronic bid/plan websites. Two compliant bids were received.

Rank	Bidder	Amount
1	Commercial Aquatic Services	\$24,000
2	California Waters	\$32,990

Commercial Aquatic Services is the lowest responsible bidder. The contractor has the appropriate license and the California State Contractor's License Board has verified them to be current, active and in good standing. Staff also checked the contractor's references and found that they are a reputable contractor.

FISCAL IMPACT:

The project is included in the FY 2016-2017 Adopted Budget under the Community Capital Projects section and will be funded from the General Fund (Account No. 0010-801-5002-91749).

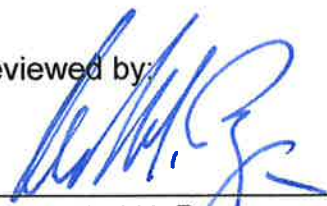
Respectfully submitted by:


Robert Aguirre
Interim Recreation &
Community Services Director

Approved by:

 F/R.B.
Ron Bow
Interim City Manager

Reviewed by:


Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Commercial Aquatics Services Inc. Bid

ATTACHMENT 1
Commercial Aquatics Services Inc. Bid

SECTION C. BIDDERS PROPOSAL
(Entire section C shall be submitted with the bid)

BIDDER'S NAME: COMMERCIAL AQUATIC SERVICES INC.

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Monterey Park of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City's notice of award of contract to the BIDDER, the proceeds of the guarantee accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

BID SCHEDULE

To the Monterey Park's City Council, herein called the "Council".

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule:

BID SCHEDULE					
Replacement of Barnes Park Swimming Pool Heaters, Specification No. 866					
No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Remove and dispose of existing heater, and related spoils; Furnish and install new heater and connect all electrical, gas, plumbing and venting, complete and in place.	1	LS	\$ 24,000	\$ 24,000
TOTAL BID AMOUNT IN NUMBERS					\$ 24,000
TOTAL BID AMOUNT IN WRITING: <i>TEWENTY FOUR THOUSAND DOLLARS ⁴⁰/₁₀₀</i>					

- The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.
- All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.
- The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.
- A bid is required for the entire work. The quantities set forth in the Bid Schedule will be used to calculate total bid amount. The final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name:	NA	\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		\$ <u>0</u>

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum from 3 Public Agencies; or minimum from 2 Public Agencies plus 2 Private Entities for which BIDDER has performed similar work within the past three years.

Reference 1		
Agency Name <u>IRVINE USD</u>	Project Name and Brief Description <u>HEATER REPAIR & FILTER SERVICE</u>	
Contact Name and Title <u>MARTIN GARCIA</u>		
Tel: <u>949-936-5314</u> E-mail: <u>mgarcia@irvinsd.org</u>	Contract Value: \$ <u>100,000</u>	Year Completed: <u>2016</u>

Reference 2		
Agency Name <u>SANTA ANA USD</u>	Project Name and Brief Description <u>HEATER REPLACEMENT FILTER SERVICE</u>	
Contact Name and Title <u>Tommy Portugal</u>		
Tel: <u>714-796-9074</u> E-mail: <u>tommy.portugal@santaanausd.org</u>	Contract Value: \$ <u>100,000</u>	Year Completed: <u>2016</u>

Reference 3		
Agency Name <u>CAPISTRANO USD</u>	Project Name and Brief Description <u>HEATER REPLACEMENT</u>	
Contact Name and Title <u>BEN DEWEES</u>		
Tel: <u>949-283-8343</u> E-mail: <u>bdeweese@capistrano.k12.org</u>	Contract Value: \$ <u>100,000</u>	Year Completed: <u>2016</u>

Reference 4		
Agency Name <u>CITY OF ALHAMBRA</u>	Project Name and Brief Description <u>PUMP REPAIR, FILTER SERVICE</u>	
Contact Name and Title <u>Brie Houghton</u>		
Tel: <u>626-570-3297</u> E-mail: <u>bhoughton@cityofalhambr.org</u>	Contract Value: \$ <u>75,000</u>	Year Completed: <u>2017</u>

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site: Jimmy Hill
Date of Inspection: 4/3/17

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. N/A Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

INSURANCE REQUIREMENTS

To be awarded this contract, the successful bidder shall procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

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

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

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

The Contractor shall furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance shall be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) shall reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's Contractor. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Bidder's Name:

Jimmy Hill

Authorized Signature:

J. Hill

Name and Title:

SALES MANAGER

Date:

4/20/17

PUBLIC CONTRACT CODE SECTION 7106**Noncollusion Declaration by Bidder**

The undersigned declares:

I am the SALES MANAGER of COMMERCIAL AQUATIC SERVICES the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name:

Jimmy Hill

Authorized Signature:

[Signature]

Name and Title:

SALES MANAGER

Date:

4/20/17

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been X has been _____ (indicate YES or NO after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is **has been YES** explain the circumstances below:

In conformance with Labor Code § 1725.5, the bidder

is YES is not _____ (indicate YES or NO after applicable answer)

registered with the Department of Industrial Relations. [If the answer is **is not YES**, the City requires to reject your bid as nonresponsive]

Bidder's Name:

COMMERCIAL AQUATIC SERVICES

Authorized Signature:

T. Hill

Name and Title:

Timothy Hill SALES MANAGER

Date:

4/20/17

PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been NO has been _____ (indicate YES or NO after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name:

COMMERCIAL AQUATIC SERVICES

Authorized Signature:

[Signature]

Name and Title:

JIMMY HILL SALES MANAGER

Date:

4/20/17

PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been NO has been _____ (indicate YES or NO after applicable answer)

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name:

COMMERCIAL AQUATIC SERVICES

Authorized Signature:

J. Hill

Name and Title:

Jimmy Hill SALAS MANAGER

Date:

4/20/17

BIDDER INFORMATION

Bidder's Name: COMMERCIAL AQUATIC SERVICES
 Address: 1121 N HAWK CIRCLE, ANAHEIM CA 92807
 Form of Legal Entity: INC
 If a Corporation, State of Incorporation: CALIFORNIA
 State Contractor's Class and License No.: B, C-10, C53, D35 #B946044

Contact Person Information:

Name: JIM HILL Title: SALES MANAGER
 E-mail: jimh@swimcqs.com Tel: 714-745-2130

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

DAVE WOODLAND - PRESIDENT
HEATHER WOODLAND - SECRETARY/TREASURER

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

NA -

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

NA -

Previous contract performance history:

Was any contract terminated previously: NO

If the answer to the above is "yes", provide the following information:

City of Monterey Park

Specification No. 866

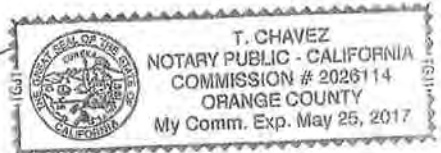
Contract/project name and number: -NA-
 Date of termination: -NA-
 Reason for termination: -NA-
 Owner's name: -NA-
 Owner contact person and tel. no.: -NA-

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 22 day of April, 2017

BIDDER COMMERCIAL AQUATIC SERVICES INC
1121 N. HAWK CIRCLE
ANAHEIM, CA 92807

Subscribed and sworn to this 22 day of April, 2017

T. CHAVEZ, NOTARY PUBLIC
 NOTARY PUBLIC T. CHAVEZ, NOTARY PUBLIC





City Council Staff Report

DATE: June 7, 2017

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

TO: The Honorable Mayor and City Council
FROM: Tito Haes, Interim Director of Public Works
SUBJECT: Labor Compliance Program

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting the Resolution that approves the Labor Compliance Program;
2. Authorizing the Interim City Manager to submit the Labor Compliance Program to the Department of Industrial Relations (DIR) in a form approved by the City Attorney; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Labor Compliance Program (LCP) provides rules for City contractors to comply with the Labor Code. California Labor Code requires workers employed by contractors of public works contracts to be paid state-determined prevailing wages. City Council adoption of the LCP is a requirement of the Proposition 84 grant that will fund the Centralized Groundwater Treatment System project.

BACKGROUND:

In January 2016, the Department of Water Resources (DWR) awarded the City \$4.13M in Integrated Regional Water Management (IRWM) Proposition 84 grant funds to upgrade the treatment facility at Delta Plant. The title of the project is the Centralized Groundwater Treatment System. A requirement of the Prop 84 grant is that recipients adopt a Labor Compliance Program (LCP).

The City's Prop 84 grant agreement with the California Department of Water Resources requires that the City adopt and enforce the DIR Labor Compliance Program that meets Labor Code §1771.5. These include the following requirements: payment of pay prevailing wages; employment of registered apprentices; maintenance and submittal of certified payroll records; non-discrimination against employees; prohibition of kickbacks; prohibition against accepting fees; listing subcontractors; proper licensing; prohibition against unfair competition; insurance of worker's compensation; adherence to

occupational safety and health laws (OSHA); prohibition against hiring of undocumented workers; and itemization of wage statements for employees.

Per the California Department of Industrial Relations (DIR), the purpose of the Labor Compliance Program (LCP) is to monitor and enforce compliance with state prevailing wage laws on public works projects. The LCP specifies how the City will inform contractors about their prevailing wage obligations, monitor compliance by obtaining and reviewing certified payroll reports, corroborate reported information from time to time, investigate complaints and other suspected violations, and take appropriate enforcement action when violations are found.

The City's proposed Labor Compliance Program follows a similar format of LCPs that have been adopted by other agencies.

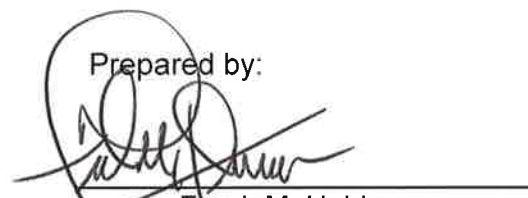
FISCAL IMPACT:

The adoption of the Labor Compliance Program will allow the City to receive Proposition 84 grant funds. The 2015 award is \$4.13M for the Centralized Groundwater Treatment System.

Respectfully submitted by:



Tito Haes
Interim Director of Public Works

Prepared by:


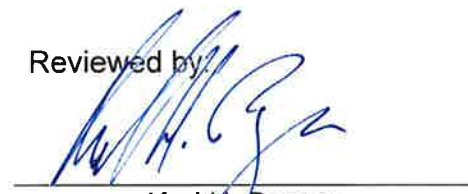
Frank M. Heldman
Water Utility Manager

Approved by:



Ron Bow
Interim City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. Resolution
2. Labor Compliance Program

ATTACHMENT 1

Resolution

RESOLUTION NO. ____

**A RESOLUTION APPROVING AND ADOPTING THE
LABOR COMPLIANCE PROGRAM DATED MAY 26,
2017 TO BE UTILIZED DURING THE CONSTRUCTION
OF THE CENTRALIZED GROUNDWATER
TREATMENT SYSTEM PROJECT**

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

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

- A. On September 21, 2016, City Council approved the California Department of Water Resources Proposition 84 IRWM Grant agreement to provide funding for the Centralized Groundwater Treatment System project;
- B. On August 17, 2016, City Council awarded Design-Build contract to J.R. Filanc Construction Company, Inc. to complete the Centralized Groundwater Treatment System project;
- C. City Council is required to approve and adopt a Labor Compliance Program as a condition of the Proposition 84 grant, whereupon the adopted Labor Compliance Program must be reviewed and approved by the California Director of Industrial Relations;
- D. City Staff has prepared a Labor Compliance Policies and Procedures Manual, which encompasses the Labor Compliance Program for the Centralized Groundwater Treatment System Project; and
- E. Proposition 84 grant regulations require that construction on the project cannot commence until a Labor Compliance Program is approved and adopted by the City Council and subsequently approved by the California Director of Industrial Relations; and
- F. City Staff has reviewed the Labor Compliance Policies and Procedures Manual and finds the Labor Compliance Program to be adequate to meet the requirements of the Proposition 84 grant.

SECTION 2. The City Council adopts the Labor Compliance Program as detailed in the Labor Compliance Policies and Procedures Manual dated May 26, 2016 (the "LCP") to be utilized during construction of the Centralized Groundwater Treatment System project. The LCP is too voluminous to be attached as an exhibit to this Resolution, but is available in the City Clerk's office.

SECTION 3. The City Manager is authorized to make technical, nonsubstantive, corrections in a form approved by the City Attorney to the LCP and ancillary documents

that may be required to reconcile the LCP with the requirements of applicable law as determined by the California Department of Industrial Relations or the City Attorney.

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

SECTION 5. This Resolution will become effective immediately upon adoption.

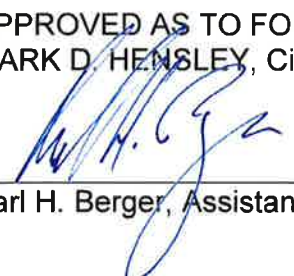
PASSED AND ADOPTED this 7th day June, 2017.

Teresa Real-Sebastian, Mayor

ATTEST:

Vincent D. Chang, City Clerk

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



Karl H. Berger, Assistant City Attorney

ATTACHMENT 2

Labor Compliance Program



CITY OF MONTEREY PARK LABOR COMPLIANCE PROGRAM

JUNE 7, 2017

**CITY OF MONTEREY PARK
LABOR COMPLIANCE PROGRAM**

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**CITY OF MONTEREY PARK
LABOR COMPLIANCE PROGRAM**

SECTION I: INTRODUCTION



**CITY OF MONTEREY PARK
LABOR COMPLIANCE PROGRAM**

INTRODUCTION

The City of Monterey Park adopts this Labor Compliance Program (“LCP”) to implement its policy for enforcing labor compliance regulations of state and federally-funded public works contracts and to comply with the provisions of Labor Code §1771.5. This LCP contains the labor compliance standards required by state and federal laws, regulations, and directives, as well as City policies and contract provisions.

This program is established for those applicable public works that commence construction after May 17, 2017.

Labor Code §1720 defines public works as any pre-construction or construction activity, including alteration, demolition, repair or maintenance work, paid for in whole or in part by public funds.

Labor Code §1770, *et seq.* require that contractors on public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.

In establishing this LCP, the City adheres to the statutory requirements in Labor Code §1771.5(b). It is the City’s intent to actively enforce this LCP by monitoring City construction sites for the payment of prevailing wage rates, and by requiring contractors and subcontractors having workers on City sites to submit copies of certified payroll records demonstrating their compliance with the payment of prevailing wage rates.

Labor Code §1771 establishes the minimum requirements for payment of prevailing wages and the requirements of an LCP. The Division of Labor Standards Enforcement (DLSE), a body of the California Department of Industrial Relations (DIR), is the government agency primarily responsible for the enforcement of prevailing wage requirements on California public works projects.

Labor Code §1776 requires contractors to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Labor Code §1777.5 requires contractors to employ registered apprentices on public works projects.

This LCP contains the labor compliance standards required by state and federal laws, regulations, and directives, as well as City policies and contract provisions, which include, without limitation, the following:

1. All bid invitations and public works contracts must contain appropriate language concerning the requirements of this chapter.
2. A pre-job conference must be conducted with the contractor and subcontractors to discuss federal and state labor law requirements applicable to the contract.
3. Contractors' payment of applicable general prevailing wage rates.
4. Contractors' employment of properly registered apprentices.
5. Contractors' providing weekly certified payroll records upon request but not less than monthly.
6. Program's monitoring City construction sites for the verification of proper payments of prevailing wage rates and work classification.
7. Program's conducting pre-job conferences with contractors/subcontractors.
8. Program's withholding contract payments and imposing penalties for noncompliance, forfeitures, and underpayment of wages.
9. Program's preparation and submittal of annual reports.
10. Program's Notice of Labor Compliance Program Approval must be included in the Call for Bids, in the contract/purchase order and also be posted at the job site.

The Labor Compliance Officer (LCO) is Rey Alfonso, the City's representative for the enforcement of the LCP. Questions regarding the Labor Code, including issues relating to this LCP, should be directed to Rey Alfonso at (626) 307-1320.

The failure of the City to comply with any requirement imposed by the California Code of Regulations does not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligations imposed by Labor Code § 1720, *et seq.*

Should applicable sections of the Labor Code or Title 8 of the California Code of Regulations undergo alteration, amendment, or deletion, the City will modify the affected portions of this program accordingly.

**CITY OF MONTEREY PARK
LABOR COMPLIANCE PROGRAM**

SECTION II: LABOR COMPLIANCE PROGRAM



**CITY OF MONTEREY PARK
LABOR COMPLIANCE PROGRAM**

1. PUBLIC WORKS SUBJECT TO PREVAILING WAGE LAWS

California prevailing wage rates apply to all public works contracts as set forth in Labor Code Sections 1720 *et seq.*, and include, without limitation, such types of work as construction, alteration, demolition, repair, or maintenance work. The Division of Labor Statistics and Research (DLSR) predetermines the appropriate prevailing wage rates for particular construction trades and crafts by county.

A. Types of Contracts to Which Prevailing Wage Requirements Apply

Applicable projects under Labor Code §1720 *et seq.* The sections can be found on the Department of Industrial Relations website at:
<https://www.dir.ca.gov/lcp/LCPLawsRegs.htm>.

B. Applicable Dates for Enforcement of the LCP

The applicable dates for enforcement of awarding body Labor Compliance Programs is established by 8 California Code of Regulations ("CCR") §16425. Contracts are not subject to the jurisdiction of the Labor Compliance Program until after the program has received approval.

2. COMPETITIVE BIDDING ON CITY PUBLIC WORKS CONTRACTS

The City publicly advertises upcoming public works projects to be awarded according to a competitive bidding process. All City bid solicitations and public works contracts must contain appropriate language concerning the requirements of the Labor Code. The following is the minimum language advertisements to bids should contain:

- Identification that the project is subject to the payment of prevailing wages;
- Identification of the project as either a project for construction, installation, alteration, demolition, repair, or maintenance work;
- Designation of date payrolls records are due;
- Provision that contract payments cannot be made when payroll records are delinquent or inadequate per 8 California Code of Regulations §16421(a)(6);
- Notification that all contractors must register with the DIR as an eligible body in order to perform public work; and
- Notification that all contractors must comply with the LCP.

3. PRE-JOB CONFERENCE

After the City awards the public works contract, and before the commencement of the work, a mandatory Pre-construction meeting (Pre-Job conference) must be conducted by the LCO with the contractor and those subcontractors listed in its bid documents.

At that meeting, the LCO will discuss the federal and state labor law requirements applicable to the contract, including prevailing wage requirements, the respective record keeping responsibilities, the requirement for the submittal of certified payroll records to the City, and the prohibition against discrimination in employment.

The LCO will provide the contractor and each subcontractor with a Checklist of Labor Law Requirements (presented as Attachment A to this document) and will discuss in detail the following checklist items:

1. The contractor's duty to pay prevailing wages under Labor Code §1770 *et seq.*, should the project exceed the exemption amounts;
2. The contractor's duty to employ registered apprentices on public works projects under Labor Code §1777.5;
3. The penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775, 1777.7, and 1813;
4. The requirement to maintain and submit copies of weekly certified payroll records to the City, as required under Labor Code §1776, and penalties for failure to do so (Labor Code §1776(g)); The requirement includes and applies to all subcontractors performing work on City projects even if their portion of the work is less than one half of one percent of the total amount of the contract.
5. The prohibition against employment discrimination under Labor Code §1777.6,; the Government Code, and Title VII of the Civil Rights Act of 1964, as amended;
6. The prohibition against taking or extracting kickback from employee's wages under Labor Code §1778;
7. The prohibition against accepting fees for registering any person for public works under Labor Code §1779 or for filing work orders on public works under Labor Code §1780;
8. The requirement to list all subcontractors that are performing one-half of one percent of the total amount of the contract (Public Contract Code §4100 *et seq.*);
9. The requirement to be properly licensed and to require all subcontractors to be properly licensed, and the penalty for employing workers while unlicensed under Labor Code §1021 and under California Contractors License Law, found at Business and Professions Code §7000, *et seq.*;

10. The prohibition against unfair competition under Business and Professions Code § 17200-17208;
11. The requirement that the contractor and subcontractor be properly insured for Workers' Compensation under Labor Code §1861;
12. The requirement that the contractor abide by the federal and state Occupational Safety and Health laws and regulations that apply to the particular public works project.
13. The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers; and
14. The requirement to provide itemized wage statements to employees under Labor Code §226.

The contractors and subcontractors present at the Pre-Job Conference will be given the opportunity to ask questions of the LCO relative to the items contained in the Labor Law Requirements Checklist. The checklist will then be signed by the contractor's representative, **a representative of each subcontractor**, and the LCO.

At the Pre-Job Conference, the LCO will provide the contractor with a copy of the City's LCP package which includes: a copy of the approved LCP, the checklist of Labor Law Requirements, applicable Prevailing Wage Rate Determinations, blank certified payroll record forms, fringe benefit statements, State apprenticeship requirements, and a copy of the Labor Code relating to Public Works and Public Agencies (Labor Code § 1720-1861).

It is the contractor's responsibility to provide copies of the LCP package to all listed subcontractors and to any substituted subcontractors.

4. REVIEW OF CERTIFIED PAYROLL RECORDS

A. Certified Payroll Records Required

The contractor and each subcontractor must maintain payrolls and basic records (timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, superintendent and foreman daily logs, etc.) during the course of the work and preserve them for a period of three years thereafter for all trades workers working on City projects which are subject to the LCP. Such records must include the name, address, and social security number of each worker, his or her classification, a general description of the work each employee performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, and actual wages paid.

1. Submittal of Certified Payroll Records

The contractor and each subcontractor must maintain weekly certified payroll records for submittal to the City of Monterey Park LCO as required. The contractor is responsible for submitting payroll records of all its subcontractors. All certified payroll records must be accompanied by a statement of compliance signed by the contractor or each subcontractor indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations, and that the classifications set forth for each employee conform with the work performed.

Time cards, front and back copies of cancelled checks, daily logs, employee sign-in sheets and/or any other records maintained for the purposes of reporting payroll may be requested by the Labor Compliance Officer at any time and be provided within 10 days following the receipt of the request.

2. Use of Electronic Reporting Forms

a. Certified payroll records required by Labor Code § 1776 may be maintained and submitted electronically, subject to the following conditions:

- (1) Reports must contain all of the information required by Labor Code §1776;
- (2) Information must be organized in a manner that is similar or identical to the Department of Industrial Relations "Public Works Payroll Reporting Form" (Form A-1-131);
- (3) Reports must be in a format and use software that is readily accessible and available to Contractors, Subcontractors and the District, LCP and the Department of Industrial Relations;
- (4) Reports must be in the form of a non-modifiable image or record: and
- (5) Reports must bear an electronic signature or include a copy of an original certification made on paper or printed out and submitted on paper with an original signature.

b. No contractor or subcontractor is mandated to submit or receive electronic reports when it otherwise lacks the resources or capacity to do so, nor will any contractor or subcontractor be required to purchase or use proprietary software that is not generally available to the public.

3. Full Accountability

Each individual, laborer or craftsperson working on a public works contract must appear on the payroll. The basic concept is that the employer who pays the trades worker must report that individual on its payroll. This includes individuals working as apprentices in an apprenticeable trade. Owner-operators are to be reported by the contractor employing them; rental equipment operators are to be reported by the rental company paying the workers' wages.

Sole owners and partners who work on a contract must also submit a certified payroll record listing the days and hours worked, and the trade classification descriptive of the work actually done.

The contractor must provide the records required under this section to the City within five days of each payday, and make generally available for inspection such records by the Department of Industrial Relations, and permit representatives of each to interview tradesworkers during working hours on the project site.

4. Responsibility for Subcontractors

The contractor is responsible for ensuring adherence to labor standards provisions by its subcontractors. Moreover, the prime contractor is responsible for Labor Code violations of its subcontractors in accordance with Labor Code §1775.

5. Payment to Employees

Employees must be paid unconditionally, and not less often than once each week, the full amounts, that are due and payable for the period covered by the particular payday. Thus, an employer must establish a fixed workweek (Sunday through Saturday, for example) and an established payday (such as every Friday or the preceding day should such payday fall on a holiday). On each and every payday, each worker must be paid all sums due as of the end of the preceding workweek and must be provided with an itemized wage statement.

If an individual is called a subcontractor, whereas, in fact, he/she is merely a journey level mechanic supplying only his/her labor, such an individual would not be deemed a bona fide subcontractor and must be reported on the payroll of the prime contractor as a trades worker. Moreover, any person who does not hold a valid contractor's license cannot be a subcontractor, and anyone hired by that person is the worker or employee of the general contractor for purposes of prevailing wage requirements, certified payroll reporting and workers' compensation laws.

The worker's rate for straight time hours must equal or exceed the rate specified in the contract by reference to the "Prevailing Wage Determinations" for the class of work actually performed. Any work performed on Saturday, Sunday, and/or on a holiday, or portion thereof, must be paid the prevailing rate established for those days regardless of the fixed workweek. The hourly rate for hours worked in excess of 8 hours in a day and 40 hours in a workweek is premium pay. All work performed on Saturday, Sunday and holidays must be paid pursuant to the Prevailing Wage determination.

B. Apprentices

Apprentices are permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered and approved by the State Division of Apprenticeship Standards. All Public Works Projects are subject to the 5:1 Journeyperson to Apprentice Ratio, where apprenticeable crafts must use one apprentice hour of work for every five journeyperson hours of work. The allowable ratio of apprentices to

journeypersons in any craft/classification will not be greater than the ratio permitted to the contractor as to its entire workforce under the registered program.

Any worker listed on a payroll at an apprentice wage rate who is not registered must be paid the journey level wage rate determined by the Department of Industrial Relations for the classification of the work he/she actually performed. Pre-apprentice trainees, trainees in non-apprenticeable crafts, and others who are not duly registered will not be permitted on public works projects unless they are paid full prevailing wage rates as journeypersons.

Compliance with Labor Code §1777.5 requires all public works contractors and subcontractors to:

1. Submit contract award information to the apprenticeship committee, a DAS 140 form, for each apprenticeable craft or trade in the area of the Project;
2. Request dispatch of apprentices from the applicable Apprenticeship Program(s), using the DAS 142 form, and employ apprentices on public works projects in a ratio to journeypersons which in no case will be less than one hour of apprentice work to each five hours of journeyperson work; and
3. Contribute to the applicable Apprenticeship Program(s) or the California Apprenticeship Council in the amount identified in the prevailing wage rate publication for journeypersons and apprentices. If payments are not made to an Apprenticeship Program, they will be made to the California Apprenticeship Council, Post Office Box 420603, San Francisco, CA 94142.
4. Pay properly registered apprentices no less than the prevailing apprentice rate.
5. Pay the regular prevailing wage rate (i) to any worker who is not a duly registered apprentice and (ii) for all hours in excess of the maximum ration permitted under Labor Code Section 1777.5(g), as determined at the conclusion of the employing contractor or subcontractor's work on the public works contract.

If the contractor is registered to train apprentices, it must furnish written evidence of the registration (i.e., Apprenticeship Agreement or Statement of Registration) of its training program and apprentices, as well as the ratios allowed and the wage rates required to be paid thereunder for the area of construction, before using any apprentices in the contract work. It should be noted that a prior approval for a separate project does not confirm approval to train on any project. The contractor/subcontractor must check with the applicable Joint Apprenticeship Committee to verify status.

The City will inform contractors and subcontractors bidding public works projects about apprenticeship requirements, send copies of awards and notices of discrepancies to the Division of Apprenticeship Standards as required under §1773.3 of the Labor Code; and refer complaints and promptly report suspected violations of apprenticeship requirements to the Division of Apprenticeship Standards.

The Labor Compliance Program must be responsible for enforcing prevailing wage requirements for apprentices consistent with the practice of the Labor Commissioner.

C. Audit of Certified Payroll Records

An Audit, as defined in the CCRs, must be prepared by the Labor Compliance Program whenever the Labor Compliance Program has determined that there has been a violation of the Public Works Chapter of the Labor Code resulting in the underpayment of wages. An "Audit" for this purpose is a written summary reflecting prevailing wage deficiencies for each underpaid workers, and including any penalties to be assessed under Labor Code §§ 1775 and 1813, as determined by the Labor Compliance Program after consideration of the best information available as to the actual hours worked, amounts paid, and classifications of workers employed in connection with the public work. Such available information may include, without limitation, worker interviews, complaints from workers or other interested persons, all time cards, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments, work schedules by days and hours, and the disbursement by way of cash, check, or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to a public works project. An Audit is sufficiently detailed when it enables the Labor Commissioner, if requested to determine the amount of forfeiture under Labor Code § 16437, to draw reasonable conclusions as to compliance with the requirements of the Public Works Chapter of the Labor Code, and to enable accurate computation of underpayments of wages to workers and of applicable penalties and forfeitures. An Audit, using the forms in Attachment B, when accompanied by a brief narrative identifying the Bid Advertisement Date of the contract for public work and summarizing the nature of the violation and the basis upon which the determination of underpayment was made, presumptively demonstrates sufficiency.

After the Labor Compliance Program determines that violations of the prevailing wage laws resulted in the underpayment of wages and an audit has been prepared, notification must be provided to the contractor and affected subcontractor of an opportunity to resolve the wage deficiency before a determination of the amount of forfeiture by the Labor Commissioner pursuant to these Labor Compliance Program regulations. The contractor and affected subcontractor must be provided at least 10 days following such notification to submit exculpatory information consistent with the "good faith mistake" factors set forth in Labor Code § 1775. If, based upon the contractor's submission, the Labor Compliance Program reasonable concludes that the failure to pay the correct wages was a good faith mistake, and has no knowledge that the contractor and affected subcontractor have a prior record of failing to meet their prevailing wage obligations, the Labor Compliance Program does not require a request to the Labor Commissioner for a determination of the amount of penalties to be assessed under Labor Code § 1775 if the underpayment of wages to workers is promptly corrected and proof of such payment is submitted to the Labor Compliance Program.

D. Complaints

Upon receipt of a written complaint alleging that a contractor or subcontractor has failed to pay prevailing wages as required by 8 CCR §16434(b), the LCO must do all of the following:

1. Within 15 days after receipt of the complaint, send a written acknowledgment to the complaining party that the complaint has been received and identifying the name, address, and telephone number of the investigator assigned to the complaint;
2. Within 15 days after receipt of the complaint, provide the affected contractor with the notice required under Labor Code § 1775(c) if the complaint is against a subcontractor;
3. Notify the complaining party in writing of the resolution of the complaint within ten days after the complaint has been resolved by the LCO;
4. Notify the complaining party in writing at least once every 30 days of the status of a complaint that has not been resolved by the LCO; and
5. Notify the complaining party in writing at least once every 90 days of the status of a complaint that has been resolved by the LCO but remains under review or in litigation before another entity.

E. Review of Certified Payroll Records

Payroll records furnished by contractors and subcontractors in accordance with 8 CCR §16421(a)(3), and in a format prescribed at 8 CCR § 16401, must be reviewed by the Labor Compliance Program as promptly as practicable after receipt thereof, but in no event more than 30 days after such receipt. "Review" for this purpose inspection of the records furnished to determine if (1) all appropriate data elements identified in Labor Code § 1776(a) were reported; (2) certification forms have been completed and signed in compliance with Labor Code §1776(b); and (3) the correct prevailing wage rates have been reported as paid for each classification of labor listed thereon, with confirmation of payment in the manner and to the extent described in subpart (F) below.

F. Confirmation of Payroll Records

"Confirmation" of payroll records furnished by contractors and subcontractors is defined as an independent corroboration of reported prevailing wage payments. Confirmation may be accomplished through worker interviews, examination of paychecks or paycheck stubs, direct confirmation of payments from third party recipients of "Employer Payments" (as defined at 8 CCR § 16000, or any other reasonable method of corroboration. For each month in which a contractor or subcontractor reports having workers employed on the public work, confirmation of furnished payroll records must be undertaken randomly for at least one worker for at least one weekly period within that month. Confirmation must also be undertaken whenever complaints from workers or other interested persons or other circumstances or information reasonably suggest to the Labor Compliance Program that payroll records furnished by a contractor or subcontractor are inaccurate.

G. Written Summary of Labor Compliance Activities

For each public works project subject to a Labor Compliance Program's enforcement of prevailing wage requirements, a separate, written summary of labor compliance activities and relevant facts pertaining to that particular project must be maintained. This summary must demonstrate that reasonable and sufficient efforts have been made to enforce prevailing wage requirements consistent with the practice of the Labor Commissioner. Attachment I "Suggested Single Project Labor Compliance Review and Enforcement Report Form" is the suggested format.

5. REPORTING OF WILLFUL VIOLATIONS TO THE LABOR COMMISSIONER

If an investigation reveals that a willful violation of the Labor Code has occurred, the LCO will make a written report to the Labor Commissioner which includes: (1) an audit consisting of a comparison of payroll records to the best available information as to the actual hours worked, (2) the classification of workers employed on the public works contract. Six types of willful violations are reported:

A. Failure to Comply with Prevailing Wage Rate Requirements.

Failure to comply with prevailing wage rate requirements (as set forth in the Labor Code and City contracts) is determined a willful violation whenever less than the stipulated basic hourly rate is paid to tradesworkers, or if overtime, holiday rates, fringe benefits, and/or employer payments are paid at a rate less than stipulated.

B. Falsification of Payroll Records, Misclassification of Work, and/or Failure to Accurately Report Hours of Work.

Falsification of payroll records and failure to accurately report hours of work is characterized by deliberate underreporting of hours of work; underreporting the headcount; stating that the proper prevailing wage rate was paid when, in fact, it was not; clearly misclassifying the work performed by the worker; and any other deliberate and/or willful act which results in the falsification or inaccurate reporting of payroll records.

C. Failure to Submit Certified Payroll Records.

The contractors and subcontractors have ten days upon notification by the LCO in which to comply with the requirement of submittal of weekly and/or to correct inaccuracies or omissions that have been detected.

D. For Failure to Pay Fringe Benefits

Fringe benefits are defined as the amounts stipulated for employer payments or trust fund contributions and are determined to be part of the required prevailing wage rate. Failure to pay or provide fringe benefits and/or make trust fund contributions on a timely basis is

equivalent to payment of less than the stipulated wage rate and must be reported to the Labor Commissioner as a willful violation, upon completion of an investigation and audit.

E. Failure to Pay the Correct Apprentice Rates and/or Misclassification of Workers as Apprentices

Failure to pay the correct apprentice rate or classifying a worker as an apprentice when not properly registered is equivalent to payment of less than the stipulated wage rate and must be reported to the Labor Commissioner, as a willful violation, upon completion of an investigation and audit.

F. For the Taking of Kickbacks

Accepting or extracting kickbacks from employee wages under Labor Code §1778 constitutes a felony and may be prosecuted by the appropriate enforcement agency.

6. ENFORCEMENT ACTION

A. Duty of the Awarding Body

The City of Monterey Park, as the awarding body having an approved LCP, has a duty to the Director of the Department of Industrial Relations to enforce Labor Code §1720 *et seq.* and the procedural regulations of the Department of Industrial Relations in a manner consistent with the practice of DLSE and regulations found at 8 CCR §16000, *et seq.*

B. Withholding Contract Payments When Payroll Records are Delinquent or Inadequate

1. "Withhold" means to cease payments by the awarding body, its agents or others who pay on its behalf to the contractor. Where the violation is by a subcontractor, the contractor must be notified of the nature of the violation and reference made to its rights under Labor Code §1729.
2. "Contracts" except as otherwise provided by agreement, means only contracts under a single master contract, or contracts entered into as stages of a single project which may be the subject of withholding;
3. "Delinquent payroll records" means those not submitted on the basis set forth in the City Contract and the LCP;
4. "Inadequate payroll records" are any one of the following:
 - a. A record lacking the information required by Labor Code §1776;
 - b. A record which contains the required information but which is not certified, or certified by someone not an agent of the contractor or subcontractor;

- c. A record remaining uncorrected for one payroll period, after the awarding body has given the contractor notice of inaccuracies detected by audit or record review; provided, however, that prompt correction will stop any duty to withhold if such inaccuracies do not amount to 1 percent of the entire certified weekly payroll in dollar value and do not affect more than half the persons listed as workers employed on that certified weekly payroll, as defined in Labor Code §1776 and Title 8 CCR §16401. Prompt correction will stop any duty to withhold if such inaccuracies are *de minimus*.

The withholding of contract payments when payroll records are delinquent or inadequate is required by Labor Code § 1771.5, and it does not require the prior approval of the Labor Commissioner. The LCP will only withhold those payments due or estimated to be due to the contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Compliance Program has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the contractor or subcontractor whose payroll records are delinquent or inadequate; provided that a contractor is required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency.

When contract payments are held under this section, the Labor Compliance Program must provide the contractor and subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies the amount being withheld; and (3) informs the contractor or subcontractor of the right to request an expedited hearing to review the withholding of contract payments under Labor Code §1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Compliance Program has exceeded its authority under this section. No contract payments must be withheld solely on the basis of delinquent or inadequate payroll records after the required records have been produced.

In addition to withholding contract payments based on delinquent or inadequate payroll records, penalties must be assessed under Labor Code § 1776(g) for failure to timely comply with a written request for certified payroll records. The assessment of penalties under Labor Code §1776(g) does require the prior approval of the Labor Commissioner under 8 CCR § 16436.

C. Withholding Contract Payments When, After Investigation, it is Established that Underpayment or Other Violation has Occurred.

1. "Withhold and "contracts" have the same meaning set forth in 8 CCR §§ 16435(a) and 16435(b).
2. Where the violation is by a subcontractor, the general contractor must be notified of the nature of the violation and reference made to its right under Labor Code § 1720.

3. "Amount equal to the underpayment" is the total of the following determined by payroll review, audit, or admission of contractor or subcontractor:
 - a. The difference between the amounts paid to workers and the correct General Prevailing Wage Rate of Per Diem Wages as defined in Labor Code § 1773, and determined to be the prevailing rate due workers in such craft, classification or trade in which they were employed and the amounts paid;
 - b. The difference between the amounts paid on behalf of workers and the correct amounts of Employer Payments, as defined in Labor Code § 1773.1 and determined to be part of the prevailing rate costs of contractors due for employment of workers in such craft, classification, or trade in which they were employed and the amounts paid;
 - c. Estimated amounts of "illegal taking of wages"; and
 - d. Amounts of apprenticeship training contributions paid to neither the program sponsor's training trust nor the California Apprenticeship Council;
 - e. Estimated penalties under Labor Code §§ 1775, 1776 and 1813.
4. The withholding of contract payments, when after investigation, it is established that underpayment or other violations have occurred requires the prior approval of the Labor Commissioner under 8 CCR §§ 16436 and 16437.
5. Provisions relating to the penalties under Labor Code §§ 1775 and 1813:
 - a. Pursuant to Labor Code §1775, the contractor must, as a penalty to the City, forfeit up to two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages.
 - b. Pursuant to Labor Code §1813, the contractor must, as a penalty to the City in whose behalf the contract is awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week without payment of one and one-half (1 ½) times the rate of pay.

D. Forfeitures Requiring Approval by the Labor Commissioner

1. For purposes of this section, "Forfeitures" means the amounts of wages, penalties, and forfeitures assessed by the Labor Compliance Program and proposed to be withheld pursuant to Labor Code §1771.6(a), and includes the following: (1) the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate by the contractor or subcontractor; and (2) penalties assessed under Labor Code §§ 1775, 1776 and 1813.
2. If the aggregate amount of forfeitures assessed as to a contractor or subcontractor is less than \$1,000, the forfeitures are deemed approved by the Labor Commissioner upon

service and the Labor Commissioner's receipt of copies of the following: (1) The Notice of Withholding of Contract Payments authorized by Labor Code § 1771.6(a); (2) an Audit as defined in 8 CCR § 16432(e); and (3) a brief narrative identifying the Bid Advertisement Date of the contract for public work and summarizing the nature of the violation, the basis of the underpayment, and the factors considered in determining the assessment of penalties, if any, under Labor Code §1775.

3. For all other forfeitures, approval by the Labor Commissioner must be requested and obtained in accordance with 8 CCR § 16437.

E. Determination of Amount of Forfeiture by the Labor Commissioner

1. Where the LCO requests a determination of the amount of forfeiture, the request must include a file or report to the Labor Commissioner which contains at least the following information:
 - a. Whether the public work has been accepted by the awarding body and whether a valid notice of completion has been filed, the dates if any of those events occurred, and the amount of funds being held in retention by the Awarding Body;
 - b. Any other deadline which, if missed, would impede collection;
 - c. Evidence of violation in narrative form;
 - d. Evidence of violation obtained under 8 CCR §16432 and a copy of the Audit prepared in accordance with 8 CCR §16432(e) setting forth the amounts of unpaid wages and applicable penalties;
 - e. Evidence that before the forfeiture was sent to the Labor Commissioner (1) the contractor and subcontractor were given the opportunity to explain why there was no violation; or that any violation was caused by good faith mistake and promptly corrected when brought to the contractor or subcontractor's attention, and (2), the contractor and subcontractor either did not do so or failed to convince the Labor Compliance Program of its position;
 - f. Where the City seeks not only amounts of wages but also a penalty as part of the forfeiture, and the contractor has unsuccessfully contended that the cause of violation was a good faith mistake that was promptly corrected when brought to the contractor or subcontractor's attention, a short statement should accompany the proposal for a forfeiture, with a recommended penalty amount, pursuant to Labor Code §1775(a);
 - g. Where the City seeks only wages or a penalty less than \$200 per calendar day as part of the forfeiture because the contractor or subcontractor has successfully contended that the cause of violation was a good faith mistake that was promptly corrected when brought to the contractor or subcontractor's attention, the file should include

the evidence as to the contractor or subcontractor's knowledge of its obligation, including the Program's communication to the contractor or subcontractor of the obligation in the bid invitations, at the pre-job conference agenda and records, and any other notice given as part of the contracting process. Included with the file should be a statement similar to that described in subsection (f) above and recommended penalty amounts, pursuant to Labor Code §1775(a);

- h. The previous record of the contractor and subcontractor in meeting their prevailing wage obligations; and
 - i. Whether the Labor Compliance Program has been granted approval on only an interim or temporary basis under 8 CCR §§ 16425 and 16426 or whether it has been granted extended approval.
- 2. The file or report must be served on the Labor Commissioner as soon as practicable after the violation has been discovered, and not less than 30 days before the final payment, but in no event not less than 30 days before the expiration of the limitations period set forth in Labor Code §1741.
 - 3. A copy of the recommended forfeiture and the file of report must be served on the contractor and subcontractor at the same time as it is sent to the Labor Commissioner. The Labor Compliance Program may exclude from the documents served on the contractor and subcontractor copies of documents secured from the contractor or subcontractor during an audit, investigation, or meeting if those are clearly referenced in the file of report.

The City may exclude from the documents served on the contractor/subcontractor or surety copies of documents secured from these parties during an audit, investigation, or meeting if those documents are clearly referenced in the file or report.

- 4. The Labor Commissioner must affirm, reject, or modify the forfeiture in whole or in part as to the wages and penalties due.
- 5. The determination of the forfeiture by the Labor Commissioner is effective on the following date: For all Programs other than those having *extended authority* under 8 CCR § 16427, on the date Labor Commissioner serves by first class mail on the City of Monterey Park, on the contractor and on the subcontractor, if any an endorsed copy of the proposed forfeiture, or a newly drafted forfeiture statement which sets out the amount of forfeiture approved. Service on the contractor is effective if made on the last address supplied by the contractor or subcontractor in the record. The Labor Commissioner's approval, modification or disapproval of the proposed forfeiture must be served within 30 days of receipt of the proposed forfeiture.

F. Deposits of Penalties and Forfeitures Withheld

1. Where the involvement of the Labor Commissioner has been limited to a determination of the actual amount of penalty, forfeiture, or underpayment of wages, and the matter has been resolved without litigation by or against the Labor Commissioner, the City must deposit penalties and forfeitures into its General Fund.
2. Where collection of fines, penalties, or forfeitures results from court action to which the Labor Commissioner and the City of Monterey Park are both parties, the fines, penalties, or forfeitures must be divided between the General Funds of the State and the City of Monterey Park, as the court may decide.
3. All amounts recovered by suit brought by the Labor Commissioner, and to which the City of Monterey Park is not a party, must be deposited in the General Fund of the State of California.
4. All wages and benefits which belong to a worker and are withheld or collected from a contractor or subcontractor, either by withholding or as a result of court action pursuant to Labor Code §1775, and which have not been paid to the worker or irrevocably committed on the worker's behalf to a benefits fund, must be deposited with the Labor Commissioner, who will deal with such wages and benefits in accordance with Labor Code §96.7.

G. Debarment Policy

It is the policy of the City that the public works prevailing wage requirements set forth in the Labor Code §§1720-1861, be strictly enforced. In furtherance thereof, construction contractors and subcontractors found to be repeat violators of the Labor Code must be referred to the Labor Commissioner for debarment from bidding on or otherwise being awarded any public work contract, within the State of California, for the performance of construction and/or maintenance services for the period not to exceed three years in duration. The duration of the debarment period depends upon the nature and severity of the labor code violations and any mitigating and/or aggravating factors, which may be presented at the hearing conducted by the Labor Commissioner for such purpose.

7. NOTICE OF WITHHOLDING AND REVIEW THEREOF

A. Notice of Withholding of Contract Payments

After determination of the amount of forfeiture by the Labor Commissioner, the City must provide notice of withholding of contract payments to the contractor and subcontractor, if applicable. The notice must be in writing and describe the nature of the violation and the amount of wages, penalties, and forfeitures withheld. Service of the notice must be completed pursuant to Code of Civil Procedure §1013 by first-class and certified mail to the contractor and subcontractor, if applicable. The notice must advise the contractor and subcontractor, if applicable, of the procedure for obtaining review of the withholding of contract payments. The awarding body must also serve a copy of the notice by certified mail

to any bonding company issuing a bond that secures the payment of wages covered by the notice and to any surety on a bond, if their identities are known to the awarding body. **A copy of the Notice of Withholding of Contract Payments (NWCP) to be utilized by the City is found as Attachment E to this document.**

B. Review of Notice of Withholding of Contract Payments (NWCP)

1. An affected contractor or subcontractor may obtain review of a NWCP under this chapter by transmitting a written request to the office of the LCO that appears on the NCWP within 60 days after service of the NWCP. If no hearing is requested within 60 days after service of the NWCP, the NWCP becomes final.
2. Within ten days following the receipt of the request for review, the LCO must transmit to the Office of the Director-Legal Unit the request for review and copies of the Notice of Withholding of Contract Payments, any audit summary that accompanied the notice, and a proof of service or other documents showing the name and address of any bonding company or surety that secures the payment of the wages covered by the notice. **A copy of the required Notice of Transmittal to be utilized by the City is found as Attachment F to this document.**
3. The City may be represented by an attorney in prevailing wage hearings conducted pursuant to Labor Code §1742(b) and 8 CCR §§17201-17270.
4. Upon receipt of a timely request, a hearing must be commenced within 90 days before the director, who must appoint an impartial hearing officer possessing the qualifications of an administrative law judge pursuant to Government Code §11502. The appointed hearing officer must be an employee of the department, but not an employee of the Division of Labor Standards Enforcement. The contractor or subcontractor must be provided an opportunity to review evidence to be utilized by the LCP at the hearing within 20 days of the receipt of the written request for a hearing. Any evidence obtained by the LCP subsequent to the 20-day cutoff must be promptly disclosed to the contractor or subcontractor. **A copy of a Notice of Opportunity to Review Evidence Pursuant to Labor Code §1742(b) form is found as Attachment G to this document.**

The contractor or subcontractor has the burden of proving that the basis for the NWCP is incorrect. The NWCP must be sufficiently detailed to provide fair notice to the contractor or subcontractor of the issues at the hearing.

Within 45 days of the conclusion of the hearing, the director must issue a written decision affirming, modifying, or dismissing the assessment. The decision of the director must consist of a notice of findings, findings, and an order. This decision must be served on all parties pursuant to Code of Civil Procedure §1013 by first-class mail at the last known address of the party on file with the LCO. Within 15 days of the issuance of the decision, the director may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time.

The director has adopted regulations setting forth procedures for hearings under this subdivision. The regulations can be found in <https://www.dir.ca.gov/t8/17201.html>, (8 CCR §§ 17201-17270).

5. An affected contractor or subcontractor may obtain review of the decision of the director by filing a petition for a writ of mandate to the appropriate superior court pursuant to Code of Civil Procedure §1094.5 within 45 days after service of the decision. If no petition for writ of mandate is filed within 45 days after service of the decision, the order will become final. If it is claimed in a petition for writ of mandate that the findings are not supported by the evidence, abuse of discretion is established if the court determines that the findings are not supported by substantial evidence in the light of the whole record.
6. A certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, must enter judgment for the state against the person assessed in the amount shown on the certified order.
7. A judgment entered pursuant to this procedure bears the same rate of interest and has the same effect as other judgments and will be given the same preference allowed by law on other judgments rendered for claims for taxes. The clerk cannot charge for the service performed by him or her pursuant to this section.
8. This procedure provides the exclusive method for review of a NWCP by the City to withhold contract payments pursuant to Labor Code §1771.7.

C. Settlement Authority

1. If a contractor or subcontractor seeks review of a Labor Compliance Program enforcement action, the Labor Commissioner may intervene to represent the City, or to enforce relevant provisions of the Labor Code consistent with the practice of the Labor Commissioner, or both.
2. Except in cases where the Labor Commissioner has intervened pursuant to subpart (1) above, the Labor Compliance Program has the authority to prosecute, settle, or seek the dismissal of a Notice of Withholding of Contract Payments issued pursuant to Labor Code §1771.6 and any review proceeding under Labor Code §1742, without any further need for approval by the Labor Commissioner. Whenever a Labor Compliance Program settles in whole or in part or seeks and obtains the dismissal of a Notice of Withholding of Contract Payments or a review proceeding under Labor Code §1742, the Labor Compliance Program must document the reasons for the settlement or request for dismissal and make that documentation available to the Labor Commissioner upon request.

8. PRIORITY DISTRIBUTION OF FORFEITED SUMS

- A. Before making payments to the contractor of money due under a contract for public work, the City must withhold and retain therefrom all amounts required to satisfy the NWCP. The amounts required to satisfy the NWCP cannot be disbursed by the City until receipt of a final order that is no longer subject to judicial review.
- B. Pending a final order, or the expiration of the time period for seeking review of the notice of the withholding, the City cannot disburse any contract payments withheld.
- C. From the amount recovered, the wage claim must be satisfied before the amount being applied to penalties. If insufficient money is recovered to pay each worker in full, the money must be prorated among all workers employed on the public works project who are paid less than the prevailing wage rate has **PRIORITY** over all Stop Notices filed against the prime contractor.
- D. Wages for workers who cannot be located must be placed in the Industrial Relations Unpaid Fund and held in trust for the workers pursuant to Labor Code §96.7. Penalties must be paid into the General Fund of the City that has enforced this chapter pursuant to Labor Code §1771.7.

9. OUTREACH ACTIVITIES

To ensure the successful implementation of the City's Labor Compliance Program, there will be several outreach activities initiated and maintained.

A. Providing Information to the Public

The Labor Compliance Officer is responsible for communication and outreach activities relative to public information on the City's Labor Compliance Program:

- 1. Regular presentations to contractors at all City Job Walk Meetings (Pre-Bid conferences) and Job Start Meetings (Pre-Job conferences);
- 2. Ongoing communication via correspondence and with workers at the City's job sites when review of the certified payroll records reveals the possibility of prevailing wage violations.
- 3. Periodic meetings with contractor organizations, prime contractors and subcontractors interested in public works contracting with the City.

B. In-service Management training on the Labor Compliance Program

The Labor Compliance Officer must provide ongoing management in-servicing and workshops for Facilities, Business, Accounting and legal staff relative to the terms, requirements and administration of the Labor Compliance Program.

10. ANNUAL REPORTS

A. Annual Report on Prevailing Wage Monitoring to the City Council

The Labor Compliance Program Officer must submit to the Director an annual report on its operation within 60 days after the close of its annual reporting period. For purposes of this section, the annual reporting period is deemed to commence on July 1 and concludes on June 30 of the fiscal year. Annual Reports are due to the Department of Industrial Relations by no later than August 31 and must be completed on form LCP-AR2. Information in the Annual Report must be reported in sufficient detail to afford a basis for evaluation the scope and level of enforcement activity of the Labor Compliance Program. An annual report must also include such additional information as the Labor Compliance Program may be required to report as a condition of its approval.

**CITY OF MONTEREY PARK
LABOR COMPLIANCE PROGRAM**

CHECKLIST OF LABOR LAW REQUIREMENTS

FOR REVIEW AT PRE-JOB MEETINGS

(In accordance with Title 8 CCR §16430)

The federal and state labor law requirements applicable to the contract are composed of, but not limited to, the following:

- ☐ 1. Payment of Prevailing Wage Rates
The contractor's duty to pay prevailing wages under Labor Code Sections 1770, et seq., should the project exceed the exemption amounts;
- ☐ 2. Apprentices
The contractor's duty to employ registered apprentices on the public works project under Labor Code Section 1777.5;
- ☐ 3. Penalties
The penalties for failure to pay prevailing wages (for non-exempt projects) and employ apprentices including forfeitures and debarment under Labor Code Sections 1775 and 1777.7;
- ☐ 4. Certified Payroll Records
The requirement to keep and submit copies upon request of certified payroll records under Labor Code Section 1776, and penalties for failure to do so under Labor Code Section 1776(g);
- ☐ 5. Nondiscrimination in Employment
The prohibition against employment discrimination under Labor Code Section 1777.6; the Government Code, and Title VII of the Civil Rights Act of 1964;
- ☐ 6. Kickback Prohibited
The prohibition against accepting or extracting kickback from employee wages under Labor Code Section 1778;
- ☐ 7. Acceptance of Fees Prohibited
The prohibition against accepting fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works under Labor Code Section 1780;
- ☐ 8. Listing of Subcontractors
The requirement to list all subcontractors under Public Contracts Code Section 4104;
- ☐ 9. Proper Licensing
The requirement to be properly licensed and to require all subcontractors to be properly

licensed and the penalty for employing workers while unlicensed under Labor Code Section 1021 and Business and Professions Code Sections 7000, et seq;

☐ 10. Unfair Competition Prohibited

The prohibition against unfair competition under Business and Professions Code Sections 17200-17208;

☐ 11. Workers' Compensation Insurance

The requirement that the contractor be properly insured for Workers Compensation under Labor Code Section 1861;

☐ 12. OSHA

The requirement that the contractor abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project;

☐ 13. Proof of Eligibility/Citizenship

The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers.

☐ 14. Itemized Wage Statements

The requirement to provide itemized wage statements to employees under Labor Code Section 226.

CERTIFICATION:

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of [name of subcontractor].

For the Contractor:

For the City of Monterey Park:

Signature Date

Signature Date

**CITY OF MONTEREY PARK
LABOR COMPLIANCE PROGRAM OFFICE**

**LABOR COMPLIANCE PROGRAM
AUDIT RECORD WORKSHEETS
(For Use with Title 8 CCR §16432 Audits)**

- Public Works Investigation Worksheet
- Public Works Audit Worksheet
- Prevailing Wage Determination Summary

PUBLIC WORKS INVESTIGATION WORKSHEET[illegible]

[illegible]

The following entries represent the amounts relied upon for calculating Labor Code 1775 and 1813 penalties.

1775		Per Day
1813		Per Day

Page 1

PREVAILING WAGE DETERMINATION SUMMARY								
CODE NO.	CLASSIFICATION	Effective Date	HOURLY RATE	Contributions	TRAINING	TIME 1/2	HOLIDAY / TRAVEL & SUNDAY	Other hourly Requirements
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

WAGE DETERMINATION INFORMATION		
CODE NO.	CLASSIFICATION	WAGE DETERMINATION NO.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

ATTACHMENT C

REQUEST FOR APPROVAL OF FORFEITURE

1. CITY OF MONTEREY PARK LCP:

Name and Contact Information:	Date of Request:
Name and Contact Information for Awarding Body if different from LCP:	LCP Approval Status (specify if either interim or temporary or if LCP has extended authority):

2.PROJECT INFORMATION:

Project Name:		Contract Number:
Project Location:		
Bid Advertisement Dates:	Estimated Date Project is to be completed:	
Acceptance Date of Project by the Awarding Body:	Notice of Completion/Date Recorded with County Recorder:	
Other Relevant Deadline (specify):	Amount being held in Retention:	

3.CONTRACTOR INFORMATION:

Name and address of Affected Contractor:	Name and address of Affected Subcontractor:
General Description of Scope of Work of the Entire Project:	
General Description of Scope of Work covered in the proposed Forfeiture (describe and attach relevant portions of contract or subcontract):	

4. **LABOR COMPLIANCE PROGRAM INVESTIGATION AND FINDINGS:**

Total Amount of Request for Notice of Withholding of Contract Payments:			
Wages Due:	Training Funds Due:	Total Penalties Due:	Potential Liquidated Damages [Wages + Training Funds]:
LC 1775 Penalties Due:	LC 1813 Penalties Due:	LC 1776 Penalties Due:	Other:

[Provide narrative summaries covering the following]:

A.Statement of Issues.

B.Investigative Report (detailed narrative including but not limited to how the investigation was conducted including worker declarations, reviewing certified payroll records, verification of employer payment contributions, etc.).

C.Audit Report (detailed explanation of how audit was completed addressing each of the issues above).

D. Affected contractor and subcontractor information (how affected contractor and subcontractor were informed of potential violations; summary of their response with respect to violations and penalty issues; and any other information considered in determining recommended penalties).

E.Recommended penalties under Labor Code Section 1775(a) and basis for recommendation, including how factors in subsection (a)(2) of Section 1775 were applied to arrive at the recommended amount(s).

ATTACHMENTS

1. Audit Summary (Appendix B)
2. 1st Bid Advertisement Publication
3. Notice of Completion
4. Scope of Work
5. Complaint form(s) and Declarations, if any

Send the Request and all Attachments to:

Division of Labor Standards Enforcement
Bureau of Field Enforcement
Attn.: Regional Manager
300 Oceangate Blvd., No. 850
Long Beach, CA 90802

COPIES OF THIS REQUEST, INCLUDING ALL ATTACHMENTS, MUST BE SERVED ON THE AFFECTED CONTRACTOR AND AFFECTED SUBCONTRACTOR AT THE SAME TIME THAT IT IS SENT TO THE DIVISION OF LABOR STANDARDS ENFORCEMENT.

[Name and Contact Information for person issuing Notice]	
Date:	Case or Contract No.:

**NOTICE OF TEMPORARY WITHHOLDING OF CONTRACT PAYMENTS DUE TO
DELINQUENT OR INADEQUATE PAYROLL RECORDS (8 CCR §16435)**

Awarding Body:	Work performed in County of:
Project Name and Number (if any):	
Prime Contractor:	
Subcontractor:	

Pursuant to Labor Code §1771.5(b)(5) and 8 CCR §16435, contract payments are being withheld due to delinquent or inadequate payroll records.

Contractor or subcontractor whose payroll records are delinquent or inadequate:

☐ The following payroll records are delinquent (specify weeks and due dates):

☐ The following payroll records are inadequate (specify weeks and ways in which records are deemed inadequate under 8 CCR §16435(d)):

Estimated amount of contract payments due to contractor or subcontractor that are being withheld pursuant to this Notice:

See page 2 for additional information, including appeal rights.

Labor Compliance Officer

Prime Contractor Obligations: If contract payments are being withheld due to the delinquency or inadequacy of your subcontractor's payroll records, you are required to cease all payments to that subcontractor until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency.

Notice of Right to Obtain Review – Expedited Hearing

An affected contractor or subcontractor may request review an expedited hearing to review this Notice of Withholding of Contract Payments under Labor Code §1742. *The only issue in any such review proceeding is whether the specified payroll records are in fact delinquent or inadequate within the meaning of 8 CCR §16435 or whether the Labor Compliance Program has exceeded its authority under 8 CCR §16435.* **To obtain an expedited hearing, a written request must be transmitted to the both the Labor Compliance Program and to the Lead Hearing Officer for the Director of the Department of Industrial Relations, as follows:**

[Name of Labor Compliance Officer,
address, and fax number]

Office of the Director – Legal Unit
Attention: Lead Hearing Officer
Expedited Hearing Request
Fax to: (415) 703-4277

The request for expedited hearing should specify the basis for challenging this Notice and include a copy of this Notice as an attachment. The request should also identify and provide contact information for the person who will represent the contractor or subcontractor at the hearing.

Important Additional Information: This is a Notice of Temporary Withholding of Contract Payments for Delinquent or Inadequate Payroll Records *only*. This is *not* a determination of liability for wages or penalties under Labor Code §§1775 and 1776 or any other statute. *Contract payments cannot continue to be withheld pursuant to this notice, once the required records have been produced.* However, the contractor and subcontractor may still be subject to the assessment of back wages and penalties and the withholding of contract payments if, upon investigation, a determination is made that the contractor or subcontractor violated the public works requirements of the Labor Code.

This Notice only addresses rights and responsibilities under state law. Awarding bodies, labor compliance programs, and contractors may have other rights or responsibilities under federal or local law, where applicable, and may also have additional rights or remedies under the public works contract.

§16435. Withholding Contract Payments When Payroll Records are Delinquent or Inadequate.

- (a) "Withhold" means to cease payments by the Awarding Body, or others who pay on its behalf, or agents, to the general contractor. Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729.
- (b) "Contracts." Except as otherwise provided by agreement, only contracts under a single master contract, including a Design-Build contract, or contracts entered into as stages of a single project, may be the subject of withholding.
- (c) "Delinquent payroll records" means those not submitted on the date set in the contract.
- (d) "Inadequate payroll records" are any one of the following:
- (1) A record lacking any of the information required by Labor Code Section 1776;
 - (2) A record which contains all of the required information but is not certified, or is certified by someone who is not an agent of the contractor or subcontractor;
 - (3) A record remaining uncorrected for one payroll period, after the Labor Compliance Program has given the contractor or subcontractor notice of inaccuracies detected by audit or record review. However prompt correction will stop any duty to withhold if such inaccuracies do not amount to 1 percent of the entire Certified Weekly Payroll in dollar value and do not affect more than half the persons listed as workers employed on that Certified Weekly Payroll, as defined in Labor Code Section 1776 and section 16401 of Title 8 of the California Code of Regulations.
- (e) The withholding of contract payments when payroll records are delinquent or inadequate is required by Labor Code Section 1771.5(b)(5), and it does not require the prior approval of the Labor Commissioner. The Awarding Body shall only withhold those payments due or estimated to be due to the contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Compliance Program has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the contractor or subcontractor whose payroll records are delinquent or inadequate; provided that a contractor shall be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency.
- (f) When contract payments are withheld under this section, the Labor Compliance Program shall provide the contractor and subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies the amount being withheld; and (3) informs the contractor or subcontractor of the right to request an expedited hearing to review the withholding of contract payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Compliance Program has exceeded its authority under this section.
- (g) No contract payments shall be withheld solely on the basis of delinquent or inadequate payroll records after the required records have been produced.
- (h) In addition to withholding contract payments based on delinquent or inadequate payroll records, penalties shall be assessed under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records. The assessment of penalties under Labor Code Section 1776(g) does require the prior approval of the Labor Commissioner under section 16436 of these regulations.

Note: Authority cited: Section 1773.5, Labor Code. Reference: Sections 1729, 1771.5 and 1776, Labor Code.

HISTORY

1. New section filed 2-20-92; operative 3-23-92 (Register 92, No. 13).
2. Amendment of section heading, section and Note filed 10-19-2004; operative 11-18-2004 (Register 2004, No. 43).
3. Amendment of section heading, section and Note filed 12-22-2008; operative 1-21-2009 (Register 2008, No. 52).

Labor Compliance Program Phone: Fax:	(SEAL)
Date:	In Reply Refer to Case No.:

Notice of Withholding of Contract Payments

Awarding Body	3 Work Performed in County of
Project Name	3 Project No
Prime Contractor	
Subcontractor	

After an investigation concerning the payment of wages to workers employed in the execution of the contract for the above-named public works project, the Labor Compliance Program for _____ (Awarding Body) has determined that violations of the Labor Code have been committed by the contractor and/or subcontractor identified above. In accordance with Labor Code sections 1771.5 and 1771.6, the Labor Compliance Program hereby issues this Notice of Withholding of Contract Payments.

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

The Labor Compliance Program has determined that the total amount of wages due is:
\$ _____

The Labor Compliance Program has determined that the total amount of penalties assessed under Labor Code sections 1775 and 1813 is: \$

The Labor Compliance Program has determined that the amount of penalties assessed under Labor Code section 1776 is: \$

LABOR COMPLIANCE PROGRAM

By: _____

Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code sections 1742 and 1771.6, an affected contractor or subcontractor may obtain review of this Notice of Withholding of Contract Payments (NWCP) by transmitting a written request to the office of the Labor Compliance Program that appears below within 60 days after service of the notice. **To obtain a hearing, a written Request for Review must be transmitted to the following address:**

Labor Compliance Program

Review Office-Notice of Withholding of Contract Payments

A **Request for Review** either shall clearly identify the Notice of Withholding of Contract Payments from which review is sought, including the date of the notice, or it shall include a copy of the notice as an attachment, and shall also set forth the basis upon which the notice is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing within 20 days of the Labor Compliance Program's receipt of the written **Request for Review**.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)

Opportunity for Settlement Meeting

In accordance with Labor Code Section 1742.1 (c), the Labor Compliance Program must, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Notice of Withholding of Contract Payments, afford the contractor or subcontractor the opportunity to meet with the Labor Compliance Program's designee **to attempt to settle a dispute regarding this Notice**. The settlement meeting may be held in person or by telephone and take place before the expiration of the 60-day period for seeking a hearing as set forth above under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. No writing prepared for the purpose of, in the course of, or pursuant to, the settlement meeting, other than a final settlement agreement, is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is **in addition** to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written **Request for Review** has already been made. Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Compliance Program's designee to attempt to settle a dispute regarding this notice must be transmitted to _____ at the following address:

Liquidated Damages

In accordance with Labor Code section 1742.1 (a), after 60 days following the service of this Notice of Withholding of Contract Payments, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the notice is liable for liquidated damages in an amount equal to the wages, or portion thereof that still remain unpaid. If this Notice subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. If the contractor or subcontractor demonstrates to the satisfaction of the Director of the Department of Industrial Relations that he or she had substantial grounds for believing this Notice to be an error, the Director shall waive payment of the liquidated damages.

Notwithstanding the above, in accordance with Labor Code 1742.1 (b), there is no liability for liquidated damages if the full amount found due in this Notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of this Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

In lieu of a cash deposit, the contractor may post an undertaking with the Department in full amount of the Notice of Withholding of Contract Payments. The undertaking shall be on the condition that, if any decision is issued by the Director upholding this Notice in any respect, the contractor shall pay the amount owed pursuant to a decision that is final under Labor Code Section 1742, unless the parties have executed a settlement agreement for the payment of some other amount, in which case the contractor shall pay the amount that the contractor is obligated to pay under the terms of the settlement agreement. The undertaking must provide that if the contractor fails to pay the amount owed within 10 days of the date the decision is final or the execution of the settlement agreement, a portion of the undertaking equal to the amount owed, or the entire undertaking if the amount exceeds the undertaking is forfeited to the Labor Commissioner for the State of California for the purpose of satisfying the amounts owed under this Notice. A payment bond obtained by a contractor for the public works project which is the subject to this Notice shall not be accepted as an undertaking unless the following two conditions are completely satisfied: (1) the payment bond provides the payment of the full amount of this Notice, including but not limited to, all wages, training, trust contributions, and penalties, and (2) the conditions of payment set forth above are expressly agreed to by the affected contractor(s) and the surety which issued the payment bond. The undertaking should be forwarded to the Department as directed below. The Department's Accounting Office will hold the undertaking until the administrative and judicial review is completed. The disbursement of the bond funds will follow the same process as described above for a cash deposit.

Deposits must be made by check or money order payable to the Department of Industrial Relations with a letter and a copy of the Notice of Withhold Contract Payments and mailed to:

Department of Industrial Relations
Attention Cashiering Unit
P.O. Box 420603
San Francisco, CA 94142

The Amount of Liquidated Damages Available Under this Notice is \$_____.

Distribution:

Prime Contractor
Subcontractor
Surety(s) on Bond

Attach:

Audit Summary
Proof of Service

LABOR COMPLIANCE PROGRAM Review Office - Notice of Withholding of Contract Payments Phone: Fax:	(SEAL)
Date:	In Reply Refer to Case No.:

Notice of Transmittal

To: Department of Industrial Relations
Office of the Director-Legal Unit
Attention: Lead Hearing Officer
P. O. Box 420603
San Francisco, CA 94142-0603

Enclosed herewith please find a Request for Review, dated _____, postmarked
_____, and received by this office on _____.

Also enclosed please find the following:

____ Copy of Notice of Withholding of Contract Payments
____ Copy of Audit Summary

LABOR COMPLIANCE PROGRAM

By: _____

cc: Prime Contractor
Subcontractor
Bonding Company

Please be advised that the Request for Review identified above has been received and transmitted to the address indicated. Please be further advised that the governing procedures applicable to these hearings are set forth at 8 California Code of Regulations Sections 17201-17270. These hearings are **not** governed by Government Code §11500, et seq.

ATTACHMENT G

LABOR COMPLIANCE PROGRAM Review Office - Notice of Withholding of Contract Payments Phone: Fax:	(SEAL)
Date:	In Reply Refer to Case No.:

Notice of Opportunity to Review Evidence Pursuant to Labor Code §1742(b)

To: Prime Contractor

Subcontractor

Please be advised that this office has received your **Request for Review**, dated _____, and pertaining to the Notice of Withholding of Contract Payments issued by the Labor Compliance Program in Case No. _____.

In accordance with Labor Code §1742(b), this notice provides you with an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing on the Request for Review, and the procedures for reviewing such evidence.

Rule 17224 of the Prevailing Wage Hearing Regulations provides as follows:

A(a) Within ten (10) days following its receipt of a Request for Review, the Enforcing Agency shall also notify the affected contractor or subcontractor of its opportunity and the procedures for reviewing evidence to be utilized by the Enforcing Agency at the hearing of the Request for Review.

(b) An Enforcing Agency shall be deemed to have provided the opportunity to review evidence required by this Rule if it (1) gives the affected contractor or subcontractor the option at said party's own expense to either (i) obtain copies of all such evidence through a commercial copying service or (ii) inspect and copy such evidence at the office of the Enforcing Agency during normal business hours; or if (2) the Enforcing Agency at its own expense forwards copies of all such evidence to the affected contractor or subcontractor.

(c) The evidence required to be provided under this Rule shall include the identity of witnesses whose testimony the Enforcing Agency intends to present, either in person at the hearing or by

declaration or affidavit. This provision shall not be construed as requiring the Enforcing Agency to prepare or provide any separate listing of witnesses whose identities are disclosed within the written materials made available under subpart (a).

(d) The Enforcing Agency shall make evidence available for review as specified in subparts (a) through (c) within 20 days of its receipt of the Request for Review; *provided that*, this deadline may be extended by written request or agreement of the affected contractor or subcontractor. The Enforcing Agency's failure to make evidence available for review as required by Labor Code §1742(b) and this Rule, shall preclude the enforcing agency from introducing such evidence in proceedings before the Hearing officer or the Director.

(e) This Rule shall not preclude the Enforcing Agency from relying upon or presenting any evidence first obtained after the initial disclosure of evidence under subparts (a) through (d), *provided that*, such evidence is promptly disclosed to the affected contractor or subcontractor. This Rule also shall not preclude the Enforcing Agency from presenting previously undisclosed evidence to rebut new or collateral claims raised by another party in the proceeding.

In accordance with the above Rule, please be advised that the Labor Compliance Program's procedure for you to exercise your opportunity to review evidence is as follows:

Within five calendar days of the date of this notice, please transmit the attached Request to Review Evidence to the following address:

Attention:_____

Request to Review Evidence

To: _____

From: _____

Regarding Notice of Withholding of Contract Payments Dated _____

Our Case No.: _____

The undersigned hereby requests an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing on the Request for Review.

Phone No.: _____
Fax No.: _____

PREVAILING WAGE HEARING REGULATIONS

REFER TO:

**CALIFORNIA CODE OF REGULATIONS
TITLE 8, CHAPTER 8, SUBCHAPTER 6
(SECTIONS 17201 THROUGH 17270)**

Suggested Single Project Labor Compliance Review and Enforcement Report Form

[Appendix C following 8 CCR §16434]

Awarding Body: _____

Project Name: _____

Name of Approved Labor Compliance Program: _____

Bid Advertisement Date: _____

Acceptance Date: _____

Notice of Completion Recordation Date: _____

Summary of Labor Compliance Activities

1. Contract Documents Containing Prevailing Wage Requirements (Identify)

2. Pre-job Conference(s) -- Attach list(s) of attendees and dates

3. Notification to Project Workers of Labor Compliance Program's Contact Person. (Explain Manner of Notification for each project work site.)

4. Certified Payroll Record Review

- a. CPRs Received From:

Contractor/Subcontractor

For weeks ending ("w/e") through w/e

_____	_____
_____	_____
_____	_____
_____	_____

b. Classifications identified in CPRs and applicable Prevailing Wage Determinations

<u>Classification</u>	<u>Determination No.</u>

5. Further investigation or audit due to CPR review, information or complaint from worker or other interested person, or other reason:

a. Independent Confirmation of CPR Data

<u>Contractor/Subcontractor</u>	<u>Worker Interviews (Yes/No)</u>	<u>Reconciled CPRs with Pay- checks or Stubs (Yes/No)</u>

b. Employer Payments (Health & Welfare, Pension, Vacation/Holiday) Confirmation

<u>Contractor/Subcontractor</u>	<u>Recipients of Employer Payments</u>	<u>Written confirmation Obtained (Yes/No)</u>

c. Contributions to California Apprenticeship Council or Other Approved Apprenticeship Program

<u>Contractor/Subcontractor</u>	<u>Recipients of Contributions</u>	<u>Written confirmation Obtained (Yes/No)</u>

d. Additional Wage Payments or Training Fund Contributions Resulting from Review of CPRs

<u>Contractor/Subcontractor</u>	<u>Additional amounts Paid to Workers</u>	<u>Additional Training Fund</u>	<u>Expla- nation</u>
_____	_____	_____	*
_____	_____	_____	*
_____	_____	_____	*
_____	_____	_____	*

* Use separate page(s) for explanation

6. Complaints Received Alleging Noncompliance with Prevailing Wage Requirements.

<u>Name of Complainant</u>	<u>Date Received</u>	<u>Resolution or Current Status</u>
_____	_____	*
_____	_____	*
_____	_____	*
_____	_____	*

*Use separate page(s) to explain resolution or current status

7. Requests for Approval of Forfeiture to Labor Commissioner

<u>Contractor/Subcontractor</u>	<u>Date of Request</u>	<u>Approved/Modified/Denied</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Litigation Pending Under Labor Code Section 1742

<u>Contractor/Subcontractor</u>	<u>DIR Case Number</u>
_____	_____
_____	_____
_____	_____

9. (Check one): _____ Final report this project _____ Annual report this project

Authorized Representative for Labor Compliance Program

**CITY OF MONTEREY PARK
LABOR COMPLIANCE PROGRAM**

SECTION III: IMPLEMENTATION PLAN



**CITY OF MONTEREY PARK
LABOR COMPLIANCE PROGRAM**

IMPLEMENTATION PLAN

1. Labor Compliance Officer or designee receives construction contract awards/work schedules from the Recreation, Development Services, and Public Works Departments.
2. Labor Compliance Officer prepares and electronically issues project specific DAS 13/PW-100 form to the Department of Industrial Relations.
3. Labor Compliance Officer or designee participates in Pre-job conference.
4. Labor Compliance Officer provides site monitors with work schedules.
5. Site monitors, both City employees and others, conduct interviews and return interview sheets to Labor Compliance Officer.
6. Labor Compliance Officer or designee enters information from interviews into database.
7. Labor Compliance Officer or designee verifies information from certified payroll records.
8. Labor Compliance Officer notifies contractor in writing of any discrepancies with certified payroll records.
9. If clarification/correction is not received from the contractor within 10 days, Labor Compliance Officer will commence an investigation.
10. Upon completion of the investigation, a report will be sent to the Department of Industrial Relations with recommendations for penalties to be applied to the contractor.
11. Labor Compliance Officer prepares and submits public works violation reports to Labor Commissioner as required.
12. Labor Compliance Officer communicates on a regular basis with contractors, workers, building and trade organizations, and other community entities and in-service management to City personnel.
13. Labor Compliance Officer prepares and submits annual program reports to the Monterey Park City Council, and the Director of the Department of Industrial Relations.
14. Labor Compliance Officer manages all facets and is the primary contact for the City's Labor Compliance Program.
15. Labor Compliance Officer provides non-City site monitors with site visitation training and assigns projects when applicable.

**CITY OF MONTEREY PARK
LABOR COMPLIANCE PROGRAM**

SECTION IV: OPERATIONAL MANUAL



**CITY OF MONTEREY PARK
LABOR COMPLIANCE PROGRAM**

OPERATIONAL MANUAL

A. Site Visitations

Representatives of the Labor Compliance Program must conduct in-person inspections at the site or sites at which the contract for public work is being performed ("On-Site Visits"). On-Site Visits may be undertaken randomly or as deemed necessary by the Labor Compliance Officer, but must be undertaken during each week that workers are present at sites at which the contract for public work is being performed. All On-Site Visits will include visual inspection of (1) the copy of the determinations of the Director of Industrial Relations of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code §1773.2; and (2) the Notice of Labor Compliance Program Approval required to be posted at the job site in accordance with 8 California Code of Regulations ("CCR") §16429, listing a telephone number to call for inquiries, questions, or assistance with regard to the Labor Compliance Program. On-Site Visits may include other activities deemed necessary by the Labor Compliance Officer to independently corroborate prevailing wage payments reported on payroll records furnished by contractors and subcontractors.

1. Safety is the paramount factor for any site visit to any City of Monterey Park construction projects. Do not enter any area that appears unsafe. Site monitor is expected to exercise reasonable caution at all times.
2. All authorized personnel visiting any City of Monterey Park construction site are required to be properly identified as a City representative by wearing visible picture ID's (badge), or identifying themselves as such. Additionally, all authorized personnel are required to wear hard hats and safety shoes.
3. Authorized personnel shall visit all sites on a non-interference basis and take a minimum amount of the workers' time for interview purposes.
4. Upon arrival at a site, the site monitor will check in at the site superintendent's (contractor's) trailer before any interviewing. In the event there is not a construction trailer, you will check in at the site's administrative office. Identify yourself and state the purpose of the visit. Sign in if required to do so. If the site superintendent cites some reason that denies access to the site, promptly and politely remove yourself. Make a note of this occurrence and include in your report to the LCO.
5. Check to see that the following are displayed in the contractor's trailer:
 - EOE Posters
 - Prevailing wage sheets posted
 - Sign-in Log
 - Listing of subcontractors on site

If any of these items are not readily visible, remind the contractor that these postings are part of the contractual requirements. On subsequent visits, make sure that these items are posted, or the contractor will be found to be in noncompliance.

6. There will be times when the site superintendent is somewhere on the site and/or there is no contractor present in the trailer. You should check in at the City's Inspector of Record (IOR) trailer. The IOR will also be able to tell you which contractors are on the site at that time. If all trailers are empty or locked, try to locate the site superintendent or IOR on the site before commencing interviewing.

B. Interviewing

1. Once you have checked in with the site superintendent and obtain access to the site, try to locate tradespersons working in clusters. For instance, several painters, electricians, roofers, etc. working in one area. Approach the workers individually in a non-threatening, professional manner. Identify yourself, indicate that you are City's representative, and that you need only a few seconds of their time to ask some very generic questions to ensure that they are receiving the proper rate of pay for the type of work they are doing. Again, do not endanger yours or any tradesperson's safety in conducting these interviews. Do not insist that someone on a scaffold 40 feet in the air come down for an interview. Do not ask anyone to form a line until you can get to them; allow them to continue working until you can get to them individually.

These interviews are random; two or three tradespersons for each subcontractor are more than sufficient for one visit. Any persons missed are usually picked up on the next visit. If only one tradesperson is at the site, then interview that person if possible. If you are told that the rest of the crew will be there in an hour, do not wait, unless your total site interviewing will take that length of time. Thirty minutes of interviewing per site is typically sufficient, depending upon the site size and/or number of subcontractors present. Contractor tradesperson should also be interviewed.

2. Using the Labor Compliance Site Visitation Interview form, ask each person the following: name, social security number, employer, title (trade), rate of pay, and task being performed at the time of interview.
3. Should someone decline to speak with you, respect those wishes. If someone asks if this is union-related, tell them "no." The City of Monterey Park works with both open and closed shop trades.
4. If you try to interview someone who does not speak English and you cannot communicate in their appropriate language, try to locate a coworker who can translate for you. If you find an entire crew unable to speak English and no interpreter, include this in your report to the LCO.
5. If someone refuses to disclose his social security number to you, respect those wishes. However, assure that person that all information given is kept strictly confidential.

6. If someone does not know their rate of pay (most tradespersons do not know), ask for a guesstimate. If the response is, "whatever prevailing wage is," so indicate on the form.
7. If someone indicates that he is an apprentice, make sure that you ask him what period. These can be anywhere from 1st to 10th. If he is not sure, ask him how many years he has been apprenticed in the specific trade and/or to guesstimate and so indicate on the interview form.
8. ALWAYS thank them for their time.
9. Keep in mind that you are there to collect information only, do not tell them how to do their jobs. Should you witness what you consider a potentially unsafe or unwarranted condition, you are to contact the site inspector or job superintendent and inform them of your findings immediately. Make a note on your site visitation log of what you observed. Upon your return to the office, report your findings to the LCO.

C. Reporting

All original interview forms must be submitted to the LCO no later than the end of each workweek.

**CITY OF MONTEREY PARK
LABOR COMPLIANCE PROGRAM**

SECTION V: PROCEDURES



**CITY OF MONTEREY PARK
LABOR COMPLIANCE PROGRAM**

PROCEDURES

A. Certified Payroll Verification Procedures

1. The Recreation, Development Services and Public Works Departments will provide the Labor Compliance Officer with construction work schedules.
2. Upon receipt of certified payroll reports from general/subcontractors once a week, compare information from the Labor Compliance visitation log to the contractors certified payroll and the prevailing wage schedule.
3. Compare name and social security number with trade classification listed.
4. Ensure prevailing wage listed is correct for the classification listed using the prevailing wage schedule
5. Check for employment of apprentices, correct rate of pay, and proper ratio to journey workers.
6. Contact the contractor in writing and send by certified mail any inaccuracies in the verification of its certified payroll.
7. If clarification/correction is not received within ten working days from the contractor, the Labor Compliance Officer will commence an investigation.
8. Upon completion of the investigation, a report will be sent to the Department of Industrial Relations with recommendations for penalties to be applied to the contractor.
9. Retain all original interview forms and annotate the database as applicable.

B. Site Monitor Procedures

1. Receive construction site work schedule from Labor Compliance Officer.
2. Check in with site administrative office/site superintendent
3. Utilizing the Labor Compliance Site Visitation Interview form, conduct interviews with workers.

4. Note on your form any infractions you may observe while conducting the interview.
5. Return interview form to the Labor Compliance Officer.
6. Report any infractions you observed to the Labor Compliance Officer.

**CITY OF MONTEREY PARK
LABOR COMPLIANCE PROGRAM**

SECTION VI: FORMS



Public works contract award information (DAS 140)

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/das/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO.
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. ☐ We are already approved to train apprentices by the _____
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee
2. ☐ We will comply with the standards of _____
Apprenticeship Committee for the duration of this job only. Enter name of the Committee
3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeymen/men.

Signature _____

Date _____

Typed Name _____

Title _____

State of California - Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS

DAS 140 (REV. 1/04)

State of California
 Department of Industrial Relations
 P.O. Bo 420603
 San Francisco, CA 94142

Please use a separate form for each jobsite, listing the occupations for the jobsite. One check, payable to the California Apprenticeship Council, may be submitted for all jobsites and/or occupations. Training fund contributions are not accepted by the California Apprentice Council for federal public works projects, or for non-apprenticable occupations such as laborers, utility technicians, teamsters, etc.

TRAINING FUND CONTRIBUTIONS

California Apprenticeship
 Council

Name and Address of Contractor/Subcontractor making Contribution	Contractor's License Number
	Contract or Project Number
Name and Address of Public Agency Awarding Contract	Jobsite Location (Including County)
	Period Covered by Contribution

Classification(s) or Workers (Carpenter, Plumber, Electrician, Etc.)	Hours	Cont. Rate per Hour	Amount

Signature	Date
Title	Area Code & Telephone Number

CITY OF MONTEREY PARK

CONTRACTOR FRINGE BENEFIT STATEMENT

Contract Number / Name:	Contract Location:	Today's Date:
Contractor / Subcontractor Name:		Business Address:

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees on the various classes of work are tabulated below.

Classification:	Effective Date:	Subsistence or Travel Pay: \$ _____
-----------------	-----------------	--

FRINGE BENEFITS	Health & Welfare	\$ _____	PAID TO:	Name: _____ Address: _____
	Pension	\$ _____	PAID TO:	Name: _____ Address: _____
	Vacation/ Holiday	\$ _____	PAID TO:	Name: _____ Address: _____
	Training and/or Other	\$ _____	PAID TO:	Name: _____ Address: _____

Classification:	Effective Date:	Subsistence or Travel Pay: \$ _____
-----------------	-----------------	--

FRINGE BENEFITS	Health & Welfare	\$ _____	PAID TO:	Name: _____ Address: _____
	Pension	\$ _____	PAID TO:	Name: _____ Address: _____
	Vacation/ Holiday	\$ _____	PAID TO:	Name: _____ Address: _____
	Training And/or Other	\$ _____	PAID TO:	Name: _____ Address: _____

Classification:	Effective Date:	Subsistence or Travel Pay: \$ _____
-----------------	-----------------	--

FRINGE BENEFITS	Health & Welfare	\$ _____	PAID TO:	Name: _____ Address: _____
	Pension	\$ _____	PAID TO:	Name: _____ Address: _____
	Vacation/ Holiday	\$ _____	PAID TO:	Name: _____ Address: _____
	Training And/or Other	\$ _____	PAID TO:	Name: _____ Address: _____

Supplemental statements must be submitted during the progress of work should a change in rate of any of the classifications be made.

Submitted: Contractor / Subcontractor	By: Name / Title
---------------------------------------	------------------

CITY OF MONTEREY PARK PUBLIC WORKS WEEKLY CERTIFIED PAYROLL REPORTING FORM

Name of Contractor: ABC Lighting Company Business Address: 123 Main Street, Monterey Park, CA 91754 Contractor's License#: 00-111-2222
or Subcontractor: Worker's Compensation Policy# 99-888-77

Employee's Name, Address and Social Security Number	# of withholding exemptions	Work Classification	Hours Worked Each Day							S	O	Total Hours	Rate of Pay	Gross Amount Earned	
			Day & Date												
			M	T	W	TH	F	S	S						
John Smith 444 5 th Avenue Monterey Park CA 91754 444-55-6666	S-4	Fixture Cleaner	8	8											
Deductions, Contributions and Payments											Net Wages Paid for Week:	168.63	Check	12345	
Federal Tax	FICA Soc Sec	State Tax	SDI	Vacation/Holiday	Health & Welfare	Pension	Training	Fund Admin	Dues	Travel/Subs.	Savings	Other*	Total Deductions		
0	14.08	0	1.29										15.37		

Employee's Name, Address and Social Security Number	# of withholding exemptions	Work Classification	Hours Worked Each Day							S	O	Total Hours	Rate of Pay	Gross Amount Earned	
			Day & Date												
			M	T	W	TH	F	S	S						
Juan Gomez 1212 Main Street Monterey Park, CA 91754 555-66-9999	M-3	Fixture Cleaner	8	8	8		8								
Deductions, Contributions and Payments											Net Wages Paid for Week:	409.58	Check	12346	
Federal Tax	FICA Soc Sec	State Tax	SDI	Vacation/Holiday	Health & Welfare	Pension	Training	Fund Admin	Dues	Travel/Subs.	Savings	Other*	Total Deductions		
29.00	36.72	1.34	3.36										70.42		

Employee's Name, Address and Social Security Number	# of withholding exemptions	Work Classification	Hours Worked Each Day							S	O	Total Hours	Rate of Pay	Gross Amount Earned
			Day & Date											
			M	T	W	TH	F	S	S					
Deductions, Contributions and Payments											Net Wages Paid for Week:		Check	
Federal Tax	FICA Soc Sec	State Tax	SDI	Vacation/Holiday	Health & Welfare	Pension	Training	Fund Admin	Dues	Travel/Subs.	Savings	Other*	Total Deductions	

I, Mary Jones, the undersigned, am Payroll Clerk with the authority to act for and on behalf of ABC Lighting, certify under (Name – print) (position of business) (name of business and/or contractor) penalty of perjury that the records or copies thereof submitted and consisting of 1 (description, no. of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

Date: 6/30/00

Signature:

d R

California
Department
of Industrial
Relations

(Reduced by City of Monterey Park)

PUBLIC WORKS PAYROLL REPORTING FORM

Page of

NAME OF CONTRACTOR OR SUB CONTRACTOR		CONTRACTORS' LICENSE # SPECIALTY LICENSE #		ADDRESS											
PAYROLL NO.		FOR WEEK ENDING		SELF-INSURED CERTIFICATE # WORKERS' COMPENSATION POLICY #		PROJECT OR CONTRACT NO. PROJECT AND LOCATION									
(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) N H E O O X O L E F D I M W N P I T G T H O N S	(3) WORK CLASSIFICATION	(4) Day M T W T H F S S Date Hours Worked Each Day	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS	(9) NET WGS PAID FOR WEEK CHECK NO.							
		S				THIS PROJECT	FED TAX	FICA (SOC SEC)	STATE TAX	SDI	VAC/HOL	HEALTH & WELF	PENSION		
		O					TRAINING	FUND ADMIN	DUES	TRV/SUBS	SAVINGS	OTHER*	TOTAL DEDUCTIONS		
		S				THIS PROJECT	FED TAX	FICA (SOC SEC)	STATE TAX	SDI	VAC/HOL	HEALTH & WELF	PENSION		
		O					TRAINING	FUND ADMIN	DUES	TRV/SUBS	SAVINGS	OTHER*	TOTAL DEDUCTIONS		
		S				THIS PROJECT	FED TAX	FICA (SOC SEC)	STATE TAX	SDI	VAC/HOL	HEALTH & WELF	PENSION		
		O					TRAINING	FUND ADMIN	DUES	TRV/SUBS	SAVINGS	OTHER*	TOTAL DEDUCTIONS		
		S				THIS PROJECT	FED TAX	FICA (SOC SEC)	STATE TAX	SDI	VAC/HOL	HEALTH & WELF	PENSION		
		O					TRAINING	FUND ADMIN	DUES	TRV/SUBS	SAVINGS	OTHER*	TOTAL DEDUCTIONS		

Form A 1-131 (New 2-80)

(form has been reduced to fit page)

S = Straight Time

O = Overtime

SDI = State Disability Insurance

*OTHER - Any other deductions, contributions and/or payment whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet if necessary

CERTIFICATION must be completed

I, _____, the undersigned, am _____ with the authority to act for and on behalf of _____
(Name - Print) (position with business) (name of business and/or contractor)
certify under penalty of perjury that the records or copies thereof submitted and consisting of _____ are the originals or true, full and correct copies of the originals which depict the payroll record(s)
(description, no. of pages)
of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named _____

Date: _____ Signature: _____

A public entity may require a more strict and/or more extensive form of certification.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS
CRAFT: # CARPENTER

DETERMINATION: SD-23-31-4-2000-1

ISSUE DATE: February 22, 2000

EXPIRATION DATE OF DETERMINATION: June 30, 2000** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

LOCALITY: All localities within Contra Costa County

CLASSIFICATION (JOURNEYPERSON)	Hourly	Basic and Rate	Employer Payments				Straight-Time		Overtime Hourly Rate		
			Health Welfare	Pension Holiday	Vacation/	Training	Hours Hourly	Total Rate	Daily 1 1/2X	Saturday a 1 1/2X	Sunday and Holiday
ENGINEERING CONSTRUCTION											
Carpenter (Heavy and Highway work)		\$25.25	2.30	1.01	2.72 b	.30	8	31.58	44.205	44.205	56.83
Light Commercial Bridge Carpenter (Highway work)		20.40	2.30	1.01	2.72 b	.30	8	26.73	36.93	36.93	47.13
Millwright		25.38	2.30	1.01	2.72 b	.30	8	31.71	44.40	44.40	57.09
Pile Driver		25.75	2.30	1.01	2.72 b	.30	8	32.08	44.955	44.955	57.83
Diver, Wet (up to 50 ft. depth)cd		25.38	2.30	1.01	2.72 b	.30	8	31.71	44.40	44.40	57.09
		55.76	2.30	1.01	2.72 b	.30	8	62.09	89.97	89.97	
		117.85									
Diver, Standby		28.38	2.30	1.01	2.72 b	.30	8	34.71	48.90	48.90	63.09
Diver's Tender	27.38 2.30 1.01 2.72 b .30 8	33.71 47.40 47.40 61.09									

DETERMINATION: SD-23-31-4-2000-1A

ISSUE DATE: February 22, 2000

EXPIRATION DATE OF DETERMINATION: July 1, 2000** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

LOCALITY: All localities within Los Angeles County

BUILDING CONSTRUCTION

Carpenter	\$23.40	2.30	1.01	2.17 b	.30	8	29.18	40.88	40.88	52.58
Light Commercial	18.72	2.30	1.01	2.17 b	.30	8	24.50	33.86	33.86	43.22

DETERMINATION: SD-31-741-1-2000-1

ISSUE DATE: FEBRUARY 22, 2000

EXPIRATION DATE OF DETERMINATION: May 31, 2000* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Los Angeles County.

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight-Time		Overtime Hourly Rate		
			Pension	Vacation/	Training		Hours	Total Hourly Rate	Daily 1 1/2X	Saturday a 1 1/2X	Sunday and Holiday
Terrazzo Installer	\$29.55	2.30	1.01	1.72 b	-		8	34.58	49.355	49.355	64.13
Terrazzo Finisher	23.05	2.30	1.01	1.72 b	-		8	28.08	39.605	39.605	51.13

Indicates an apprenticeable craft. Rates for apprentices are available in the General Prevailing Wage Apprentice Schedules. a Saturday in the same workweek may be worked at straight-time rate for the first 8 hours if the employee was unable to complete the 40 hours during the normal workweek. b Includes supplemental dues. c Shall receive a minimum of 8 hours pay for any day or part thereof. d For specific rates over 50 ft. depth, contact the Division of Labor Statistics and Research.

DESCRIPTION:

Engineering Construction

Refers to construction which requires a Class A license and includes bridges, highways, dams and also power plants and other heavy industrial type projects.

Building Construction

Requires a Class B license and includes non-residential buildings (such as hospitals, government buildings, public schools) and commercial buildings (with the exception of industrial buildings).

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.

CITY OF MONTEREY PARK
LABOR COMPLIANCE SITE VISITATION INTERVIEW FORM
FORMA DE INTREVISTA DEL SITIO SOBRE CONDECENCIA LABORARIA

SITE NAME: _____ DATE _____
SITIO: _____ FECHA: _____

PROJECT NAME: _____

CONTRACT #: _____ Interior / Exterior (circle)

CONTRACTOR: _____
CONTRANTE: _____

SUBCONTRACTOR: _____
SUBCONTRATANTE _____

Person Interviewed: _____
Nombre de Persona Entrevistada

S/S Number _____ / _____ / _____
Numero de Seguro Social

Position Title: _____
Posision O Titulo del Entrevistado

Task Being Performed at Time of This Interview: _____
Clase de Labor Desenpenando al Tiempo de Entrevista

Hourly Pay Rate: \$ _____
Salario Horario

=====

OBSERVATIONS:

Site Inspector: _____ Telephone _____

Project Superintendent: _____ Telephone _____

Total number of workers observed on the visit: _____

Type of work observed: _____

Type of workers observed: _____

Was the worker believable? Yes No

Did the superintendent or foreman accompany you on the site? Yes No

Explain additional information received from the worker: _____

Interview Conducted by: _____

SITE VISITATION LOG

[illegible]

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov



July 1, 2017

Certified Mail

Mr. John Doe
ACME Painting
13414 Labor Street
Los Angeles, CA 90605

*Sample
Pre Award Letter*

Dear Mr. Doe:

The City of Monterey Park has identified your firm as the apparent low bidder for Contract #90-225 Portable Contract Moving Services and has scheduled board approval of a contract requiring your compliance with Division 2 Part 7 of the Labor Code. This will require the payment of prevailing wages to all workers employed on the project and the reporting of the certified weekly payroll to the LCO. The Labor Code requires, before the start of work, that a person qualified to certify documents for your firm attend a review meeting with the awarding body concerning the Labor Code prevailing wage laws.

The LCO is formally requesting the appearance of the certifying person for the code review, the submittal of the required weekly certified payroll records or nonperformance reports, and the monthly submittal of employment utilization reports, all identified in the contract general conditions.

This request is made pursuant to, and authorized by, California State Labor Code §1776(b) (2), which states, "A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations" and California Code of Regulations §16430 (a) (2).

The goal of the LCO is to provide the necessary information, assistance, forms and procedures to allow your project to move forward on schedule and in compliance with the State's Labor Code.

Please call the City of Monterey Park's Labor Compliance Officer at (626) 307-1320 to set an appointment and receive the necessary forms before the start of your project.

Respectfully,

Rey Alfonso
Labor Compliance Officer

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov



July 1, 2017

Certified Mail

Jane Doe
ACME Flooring
8320 Camino Santa Fe
Monterey Park, CA 91754

*Sample
Post Award Letter*

Dear Ms. Doe:

The City of Monterey Park has awarded your firm a contract requiring your compliance with the Labor Code including, without limitation, Labor Code § 1720, et seq. This will require the payment of prevailing wages to all workers employed on the project and the reporting of the weekly payroll to the City's Labor Compliance Officer.

The Labor Code requires, before the start of work, that a person qualified to sign and certify for your firm attend a review with the awarding body of the Labor Code prevailing wage laws.

The Labor Compliance Officer goal is to provide the necessary information, assistance, forms and procedures to allow your project to move forward on schedule and in compliance with the Labor Code.

Please call the City of Monterey Park's Labor Compliance Officer at (626) 307-1320 to set an appointment and receive the necessary forms before the start of your project.

Respectfully,

Rey Alfonso
Labor Compliance Officer

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov



August 1, 2017

Certified Mail

John Doe
ACME Construction Co.
3170 Labor Street
Monterey Park, CA 91754-2896

*Sample
1st Request for
Certified Payrolls*

Mr. Doe:

The City of Monterey Park's Labor Compliance Officer is formally requesting copies of Certified Payroll Records and Monthly Utilization Reports for the modernization of Cubberly, Jones and Fletcher schools. We are requesting the records from the beginning of the project through project completion for your firm and all subcontractors.

This request is made pursuant to, and authorized by, Labor Code §1776 (b) (2) and §1776 (g) (3) and the contract general conditions requiring weekly employee payments and weekly certified payroll submittals.

Labor Code §1776 (b) (2) states: "A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations."

Labor Code 1776 (g) (3) states: "The contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. In the event that the contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated."

Please forward all weekly Certified Payroll Records and Monthly Utilization Reports and state approved forms previously provided to: City of Monterey Park, Labor Compliance Officer, 320 W. Newmark Ave., CA 91754. If you have any questions, contact me at (626) 307-1320.

Respectfully,

Rey Alfonso
Labor Compliance Officer

**Prime Contractor:
Project:**

Original Request: 07/08/17

This Request: 08/08/17

1. **Monthly Utilization Forms must be provided for:**
2. **Apprenticeship Training Agreement (similar to Form DAS 1) must be provided for:**
3. **Apprenticeship Training Agreement (similar to Form DAS 7) must be provided for:**
4. **Training Fund Contributions (Form CAC 2 or equivalent) must be provided for:**
5. **Public Works Contract Award Information (Form DAS 140) with the name, address and phone number of the training program notified by all project contractors must be provided for:**
6. **Fringe Benefits Statements must be provided for:**
7. **Signed certified Payroll report or statement of Non-Performance with original signatures must be provided for:**

Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package, which must be in the City's Labor Compliance Officer within one week of each weekly paycheck. In the event there has been no work performed during a given week, the certified payroll record shall be annotated with the words "No Work" for that week.

8. **To determine the required hours for apprentices on this project we will need the contractor to identify all sub-contractors who will perform work in involving less than \$30,000 or who will be on the project less than 20 calendar days or both.**
9. **Either the Public Works Payroll Reporting Form (Form A-1-131) or the City of Monterey Park reporting form must be used.**

*Sample
Missing Document List*

CERTIFIED PAYROLL WORKSHEET

PRIME CONTRACTOR: **ACME ROOFING CO., INC**

Original Issue date: 00-00-0000

Latest Issue: 00-00-0000

REPORTING CONTRACTOR :COMMERCIAL AND INDUSTRIAL ROOFING CO., INC								City of Monterey Park		
CONTRACTOR PROVIDED INFORMATION								comments		
Employee Name & Social Security Number	Work Classification	Week Ending	Rate Paid	Fringes Paid	Gross Per Hour	Hours Worked	Gross Amount Paid	Prevailing Wage Rate	Amount they should have been paid	Difference
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
Total Contractor Difference:										\$0.00

Total Project Difference: \$0.00

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov



November 1, 2017

Certified Mail

Mr. Doe
ACME Construction Co.
115 Market Place, Suite A
Los Angeles, CA 92029-1353

Sample
Certified Payroll Correction Letter

Dear Mr. Doe:

The City of Monterey Park's Labor Compliance Officer has formally requested copies of Certified Payroll Records and Monthly Utilization Reports for Bid Project Portable Contract 82 - Phase 2. We have reviewed your submittal and require additional information.

This new request is made pursuant to, and authorized by, California State Labor Code Sections 1774, 1775, 1776, 1777.5, 1777.7, 1810, 1813 and 1815. Additionally, the contract general conditions require weekly certified payroll record submittals to the City of Monterey Park's Labor Compliance Officer and weekly payment of employee wages.

Labor Code §1776 (b) (2) states: "A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations."

Labor Code §1776 (g) states: "The contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. In the event that the contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portions thereof, for each worker, until strict compliance is effectuated."

Please correct and supply the data requested in the attachments and submit on approved forms to: City of Monterey Park, Labor Compliance Officer, 320 W. Newmark Ave., Monterey Park, CA 91754.

If you have any questions, contact me at (626) 307-1320.

Respectfully,

Rey Alfonso
Labor Compliance Officer

Enc. (2)

CITY OF MONTEREY PARK
Report of Action for Prevailing Wage Violations

Name of Project: _____

Contract Number: _____ First Advertised Date: _____

County Where Work Is Performed: _____

Date Notice of Completion Filed: _____

Date of Project Acceptance or Current Percent Complete: _____

Name and Address of Prime Contractor:

Project's Scope of Work: _____

Contractors in Violation of the Labor Code and their Scope of Work: _____

Statement of the Issues Identified to the Contractor: _____

Summary of the Audit Investigation:

CPR Spread Sheets

Labor Code Sections Violated:

Summary of Penalty Assessment Justification: _____

Identify Labor Code §§ 1775 and 1813 Penalties Requested with Calculated Totals:

Is the Violation Due to Mistake, Inadvertence or is it a Willful Failure to Pay the Correct Wages:

Previous Record in Meeting Prevailing Wage Obligations: _____

Identify and Provide All Correspondence: _____

Identify and Provide Any Contractor Response: _____

Recommend Penalty Assessment: _____

Insert Annual Report Reporting From LCP-AR1

LCP-AR1

LABOR COMPLIANCE PROGRAM ANNUAL REPORT

Format for Awarding Body that enforces its own Labor Compliance Program for some but not all projects

Report for the reporting period _____ to _____
(month/yyyy) (month/yyyy)

1. Name of Labor Compliance Program (LCP):		
2. LCP I.D. Number (assigned by DIR):	3. Date of Initial Approval:	
4. Contact person (include name, title, address, telephone, fax, and e-mail, if available):		
5. Did LCP perform any LC § 1771.5 enforcement activities during the 12 months in the reporting period? Please check one: ☐ Yes If Yes, proceed to item 6 on the next page ☐ No If No, complete the information below, sign the form and submit to: DIR, Office of the Director, Attn: LCP Special Assistant, 455 Golden Gate Avenue, 10th Floor, San Francisco CA 94102		
What suggestions do you have for the Department of Industrial Relations to better assist you with your program in the coming year? (attach additional sheets if necessary)		
SUBMITTED BY:		
_____ Signature	_____ Name and Title	_____ Date



City Council Staff Report

DATE: June 7, 2017

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

TO: The Honorable Mayor and City Council
FROM: Tito Haes, Interim Director of Public Works
SUBJECT: Water Division Distribution Maintenance Services Contract

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the Interim City Manager to execute three year agreements, in a form approved by the City Attorney, with Brkich Construction, Dominguez General Engineering, Inc., Stephen Doreck Equipment Rentals, Inc., and T.E. Roberts, Inc. for distribution maintenance services for the Water Division, not to exceed a combined total of \$150,000; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Water Division requires ongoing maintenance services for the water distribution system. Pursuant to Monterey Park Municipal Code Chapter 3.20, a bid for the distribution maintenance services was completed on April 18, 2017. Staff requests City Council authorization for the Interim City Manager to execute three-year agreements with Brkich Construction, Dominguez General Engineering, Inc., Stephen Doreck Equipment Rentals, Inc., and T.E. Roberts, Inc. for maintenance services in a combined total not to exceed \$150,000 (\$50,000 annually).

BACKGROUND:

The Public Works Water Division's distribution system consists of 134 miles of distribution mains and over 2,000 gate valves that require ongoing maintenance. Work includes exercising or replacing water main valves, service lines, or backflow prevention devices. The contract would include all labor and equipment.

On April 3, 2017, staff released the bid for the water distribution maintenance services. The bid package was mailed to 24 companies that provide maintenance services for water utilities. The bid was also posted on the City's website. The City received responsive bids from four companies: Brkich Construction, Dominguez General Engineering, Inc., Stephen Doreck Equipment Rentals, Inc., and T.E. Roberts, Inc. All 4 companies complied with the requirements of the bid. A summary of their costs is provided in the following table:

Job Title	Rate per Hour			
	Brkich	Dominguez	S. Doreck	T.E. Roberts
Project Manager	\$114.83	\$120.00	\$71.50	\$145.00
Superintendent	\$110.26	\$110.00	\$99.00	\$130.00
Foreman	\$101.93	\$95.00	\$94.73	\$121.68
Operator	\$93.76	\$85.00	\$97.80	\$117.01
Pipe Layer	\$80.56	\$80.00	\$76.26	\$87.68
Laborer	\$76.73	\$75.00	\$70.58	\$83.56
Truck Driver	\$86.65	\$58.00	\$70.58	\$95.47
Welder/Fitter	\$94.69	\$110.00	\$115.00	\$88.24
Annual % Increase	2%	0%	2%	4.7%*

*Average of 3 years from 2017 to 2020.

The proposers' hourly rates are an average of three years (2017 to 2020) that are computed from their 2017 rates adjusted with annual percent increases. Proposer's equipment rates can be found in the attachments. A cost analysis was conducted using a typical project such as replacing a valve that requires a three-person crew and standard equipment for one 8-hour day.

Cost Analysis: Typical Project	Quantity	Hourly Rates			
		Brkich	Dominguez	S. Doreck	T.E. Roberts
Foreman					
Foreman	1	\$105.03	\$95.00	\$97.61	\$129.33
Pickup Truck	1	\$24.00	\$25.00	\$30.06	\$15.63
Crew					
Pipe Layer	1	\$83.01	\$80.00	\$78.58	\$93.33
Laborer	1	\$79.06	\$75.00	\$72.73	\$88.95
Crew Truck	1	\$32.00	\$30.00	\$36.81	\$31.25
Backhoe					
Operator	1	\$96.61	\$85.00	\$100.77	\$124.55
Backhoe	1	\$78.00	\$60.00	\$63.80	\$37.50
Trailer	1	\$24.00	\$50.00	\$13.75	\$12.50
Dump Truck	1	\$60.00	\$35.00	\$61.96	\$43.75
Traffic Control (per day)					
Traffic Signs	6	\$12.00	\$30.00	\$184.80	\$12.00
Barricades	4	\$2.00	\$20.00	\$42.00	\$2.00
Cones	30	\$7.50	\$60.00	\$45.00	\$7.50
Traffic Plates	2	\$50.00	\$10.00	\$38.50	\$50.00
Total per Hour		\$ 590.65	\$ 550.00	\$ 594.86	\$ 585.73
Total per Day		\$4,725.20	\$4,400.00	\$4,758.88	\$4,685.84

The difference in daily costs for that particular job between the highest and lowest rates is \$358.88 (\$4,758.88 – \$4,400), or 8 percent. Because labor and equipment rates from the four proposers are comparable, staff is requesting contracts with all four companies.

As the maintenance work to be completed is scheduled in advance, staff will request quotes from the four contractors for a specific project. The contractor that submits the lowest quote for the project would be authorized to perform the work.

The estimated annual cost for distribution maintenance work is \$50,000. The award of contract to the four companies would not exceed a combined total of \$150,000 for three years.

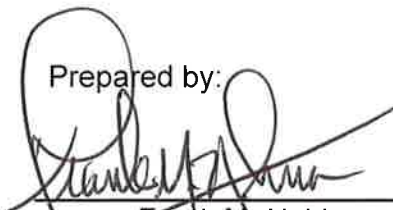
FISCAL IMPACT:

The FY2017 budget includes funds for the water distribution maintenance services. The funding sources are water operations funds: 0092-801-4223-23300 and 0092-801-4223-31950.

Respectfully submitted by:



Tito Haes
Interim Director of Public Works

Prepared by:


Frank M. Heldman
Water Utility Manager

Approved by:



Ron Bow
Interim City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

Attachments:

1. Bid for Distribution Maintenance Services
2. Brkich Corporation Cost Schedules
3. Dominguez General Engineering, Inc. Cost Schedules
4. Stephen Doreck Equipment Rentals, Inc. Cost Schedules
5. T.E. Roberts Cost Schedules

ATTACHMENT 1
Bid for Distribution Maintenance Services

**NOTICE INVITING SEALED BIDS
FOR
WATER DISTRIBUTION MAINTENANCE SERVICES
IN THE CITY OF MONTEREY PARK
(BID IN ACCORDANCE WITH MONTEREY PARK MUNICIPAL CODE CHAPTER
3.100 FOR MAINTENANCE SERVICES)**

TAKE NOTICE that the City of Monterey Park invites sealed bids for the above project and will receive such bids in the offices of the City Clerk, 320 W. Newmark Ave., California 91754, up to the hour of 11:00 a.m. on:

TUESDAY, April 18, 2017

at which time they will be publicly opened.

The City's standard maintenance service contract incorporates the provisions of the California Labor Code and requires the successful bidder to comply with the prevailing rates of wages and apprenticeship employment standards established by the Department of Industrial Relations.

☐ APPLICABLE IF BOX IS CHECKED: The contractor to whom the contract is awarded must assist in locating, qualifying, hiring and increasing the skills of minority group employees and applicants for employment, as set forth in Executive Order Nos. 11246 and 11375.

Minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Note that a bid bond is "X" (the City Engineer estimates project will exceed \$30,000) is not ☐ (project will not exceed \$30,000) required for this bid.

Note that a performance bond is ☐ is not "X" required for this bid.

Note that the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. Pursuant to California law, the City must find bids failing to comply with all applicable Labor Code requirements including, without limitation, Labor Code §§ 1725.5 and 1771.4, to be nonresponsive.

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BIDDING INSTRUCTIONS

- 1 **DEFINITIONS.** Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in these Bidding Documents. Words and phrases not defined in this Section have the meaning set forth in the Monterey Park Municipal Code ("MPMC") or applicable law.

1.1 "Addenda" means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.2 "Alternate" means a proposed change in the maintenance services, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.

1.3 "Bid Deadline" means the date and time designated in the Notice for Bids as the last date and time for receipt of Bids, as may be revised by Addenda.

1.4 "Bidder" means a person or firm that submits a Bid.

1.5 "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda.

1.6 "Contract Documents" means the Notice Inviting Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Bid; the Maintenance Service Agreement; Supplementary Conditions; Exhibits; Technical Specifications; Addenda; Notice to Proceed; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

1.7 "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including unit price items or Alternates.

1.8 "Unit Price" means an amount stated in the Bid for which Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.

1.9 "Work" means the Scope of Work identified in the Contract Documents for which the Notice Inviting Bids is issued.

- 2 **BIDDER'S REPRESENTATIONS.** By making its Bid, Bidder represents that:

2.1 Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.

2.2 Bidder visited the Project site and is familiar with the conditions under which the Work will be performed and the local conditions as related to the Contract Documents.

2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.

2.4 Bidder and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of California Contractor's State License Board for the Work to be performed. If Bidder is a joint venture, the Bidder will have a joint venture license appropriate for the performance of the work, and each member of the joint venture will likewise have the appropriate license. Business and Professions Code §§ 7000-7191 establish licensing requirements for contractors. If a Bidder, that is a specialty contractor, submits a Bid involving 3 or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the Work for which Bidder holds a specialty contractor license, Bidder must also hold either (1) a specialty contractor "C" license in each such trade, (2) a General Engineering contractor "A" license, or (3) a General Building contractor "B" license. This requirement is applicable whether or not Bidder lists a Subcontractor for each such trade.

2.5 If licensure or proper licensure is controverted, then proof of licensure pursuant to this section must be made by production of a verified certificate of licensure from the Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision requires any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.

2.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.

2.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

2.9 The Bidder has paid the City's business license fee(s).

3 BIDDING DOCUMENTS.

3.1 Bidders may obtain complete sets of the Bidding Documents from the City's Public Works Department for the sum stated in the Notice for Bids.

3.2 Bidders will use a complete set of Bidding Documents in preparing Bids.

3.3 The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

4 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

4.1 Before submitting its Bid, Bidder will carefully study and compare the various documents comprising the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; will examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and will at once report to the City's Representative errors, inconsistencies, or ambiguities discovered.

4.2 Requests for clarification or interpretation of the Bidding Documents will be addressed to the City's Representative.

4.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding and Bidders will not rely upon them.

5 PRODUCT SUBSTITUTIONS. No substitutions will be considered before award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

6 SUBCONTRACTORS.

6.1 Each Bidder will list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services. The Bid Form contains spaces for the following information when listing Subcontractors: (1) Work Activity; (2) name of Subcontractor; (3) city of Subcontractor's business location. Failure to list any of these items on the Bid Form will result in the City treating the Bid as if no Subcontractor was listed for the Work and that Bidder represents to the City that it is fully qualified to perform that portion of the Work and will perform do so.

6.2 Subcontractors listed in the Bid Form will only be substituted after the Bid Deadline with the City's written consent in accordance with California law.

7 ADDENDA.

7.1 Addenda will be in writing and issued only by the City. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents and who have provided a street address for receipt of Addenda.

7.2 Copies of Addenda will be made available for inspection at the City's Public Works Department.

7.3 The City will issue Addenda so that they are received by prospective Bidders not later than three (3) business days before the Bid Deadline. Addenda that withdraw the request for Bids or postpone the Bid Deadline may be issued anytime before the Bid Deadline.

7.4 Each Bidder is responsible for ensuring that it has received all issued Addenda before issuing a Bid.

8 FORM AND STYLE OF BIDS

8.1 Bids will be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the City's Bid Form will be rejected.

8.2 All blanks on the Bid Form will be filled in legibly in ink or by typewriter.

8.3 Bidder's failure to submit a price for any Alternate or unit price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, enter "No Change."

8.4 Each Bidder must fill out the "Bidders Statement of Past Contract Disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The Bidder must explain the circumstances of each disqualification. The City may reject the bid based on such information.

8.5 Bidder will make no stipulations on the Bid Form nor qualify the Bid in any manner.

8.6 The Bids will be based upon full completion of all the Work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the Bidder (if awarded the Contract) specifically agrees to construct a completed work ready for the use and in the manner which is intended. In the event of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished must be paid for

according to the unit or lump sum price established for such work under the contract, wherever such unit or lump sum price has been established. In the event no prices are named in the contract to cover such changes or alterations, the cost of such changes must be covered as extra work.

8.7 The Bid Form will be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative will sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

9 BID SECURITY

9.1 If indicated on the Notice Inviting Bids, each Bid will be accompanied by Bid Security, in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Contract with the City on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security will be a Bid Bond on the form provided by the City or a certified check made payable to "City of Monterey Park." When a Bond is used for Bid Security, failure to use the City's Bid Bond form will result in the rejection of the Bid.

9.2 If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, the City will disqualify such Bidder and select the next apparent lowest responsible Bidder until all bids have been exhausted or the City may reject all bids. In such an event, the disqualified Bidder will be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the disqualified Bid and the larger amount for which the City procures the Work.

9.3 If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney will be affixed to the Bid Bond. The surety issuing the Bid Bond will be listed in the latest published State of California, Department of Insurance list of, "Insurers Admitted to Transact Surety Insurance in This State."

9.4 The City will retain Bid Security until the occurrence of one of the following:

9.4.1 All items required by the Bidding Documents have been furnished and the Agreement has been signed by the successful Bidder and the City.

9.4.2 The specified time has elapsed during which Bids may be withdrawn.

9.4.3 All Bids have been rejected.

9.5 The Bid Form, Bid Security, and all other documents required to be submitted with the Bid will be enclosed in a sealed opaque envelope. The envelope will be addressed to the City Clerk. The envelope will be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope will be enclosed in a separate mailing envelope labeled as follows: "SEALED BID ENCLOSED."

9.6 Bids will be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

9.7 Bidder will assume full responsibility for timely delivery at the location designated for receipt of Bids.

9.8 Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

10 MODIFICATION OR WITHDRAWAL OF BID.

10.1 Before the Bid Deadline, a submitted Bid may be modified or withdrawn. Notice of such action will be given to the City in writing and signed by the Bidder's authorized representative. A change so made will be so worded as not to reveal the amount of the original Bid.

10.2 A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

10.3 Bid Security will be in an amount sufficient for the Bid as modified or resubmitted.

10.4 Bids may not be modified, withdrawn, or canceled within sixty (60) days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.

11 OPENING OF BIDS. Bids submitted in the manner required by these instructions and are received on or before the Bid Deadline will be opened publicly.

12 REJECTION OF BIDS.

12.1 The City will have the right to reject all Bids.

12.2 The City will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way materially incomplete or irregular.

13 AWARD

13.1 The City may retain all bids for a period of sixty (60) days for examination and comparison, and to delete any portion of the work from the contract.

13.2 The City may waive nonmaterial irregularities in a Bid and to accept the lowest responsive Bid as determined by The City.

13.3 The City has the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

13.4 The City will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all unit prices multiplied by their respective estimated quantities as stated in the Bid Form, if any, plus the Contractor Delay Damages multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of all accepted Alternates.

13.4.1 Inclusion of Contractor Delay Damages within the Bid Form is solely for the purpose of determining the low bidder and establishing the City's maximum daily liability as a result of City delays to Contractor, if any, and City has no obligation to pay any daily Contractor Delay Damages except as provided for in these Contract Documents for Compensable Delays. In the event that City becomes liable to Contractor for compensable delays, City agrees to pay Contractor the daily Contractor Delay Damages set forth in the Proposal Form or Contractor's actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

13.5 The City will select the apparent lowest responsive and responsible Bidder and notify such Bidder within thirty (30) days (unless number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all bids. Within ten (10) days after receiving the City's notice that Bidder was selected as the apparent lowest responsive Bidder, Bidder will submit to the City all of the following items:

13.5.1 Three originals of the Agreement signed by Bidder.

13.5.2 Three originals of the Labor and Materials Bond.

13.5.3 Three originals of the Performance Bond (if applicable).

13.5.4 Three originals of the Noncollusion Affidavit.

13.5.5 Certificates of Insurance on form provided by the City.

13.5.6 Names of all Subcontractors, with their addresses, telephone number, facsimile number, trade on Bidders' company stationery. Evidence, as required by the City, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.

13.5.7 Preliminary Contract Schedule.

13.5.8 Selection of Retention Options and Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention. If not submitted, the City will withhold retention.

13.5.9 Cost Breakdown.

13.6 Before award of the Contract, the City will notify Bidder in writing, if the City objects to a Subcontractor proposed by Bidder, in which case Bidder will propose a substitute acceptable to the City. Failure of the City to object to a proposed Subcontractor before award will not preclude the City from requiring replacement of any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated before award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

13.7 If Bidder submits the three original signed Agreements and all other items within ten (10) days after receiving the City's notification, and all such items comply with the requirements of the Bidding Documents, the City will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

13.8 If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the City's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the Contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or reject all Bids.

PROPOSAL GUARANTEE

BID BOND

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS that _____, as BIDDER, AND _____, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of _____ (\$ _____) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **On-call Electrical Maintenance Services** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Monterey Park for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__.

SIGNED AND SEALED this _____ day of _____, 20__.

PRINCIPAL

SURETY

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

NOTE: All signatures shall be acknowledged by a notary public.

PROPOSAL GUARANTEE

CERTIFIED CHECK or CASHIER'S CHECK

As an Alternative to Bid Bond, Bidder can provide Certified Check or Cashier's Check as follows

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of _____ (\$ _____) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **On-call Electrical Maintenance Services** ("Public Project").

The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Monterey Park within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder's Name: _____
Authorized Signature: _____
Name and Title: _____
Date: _____

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

- Yes ☐ No ☐

- [illegible]

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INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2M
Business automobile liability	\$1M
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

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

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's consultant. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Date

Bidder

**MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF MONTEREY PARK AND
Contractor name**

(Awarded per Monterey Park Municipal Code Chapter 3.100)

**[CANNOT BE USED FOR CONSTRUCTION, RECONSTRUCTION,
ERECTION, ALTERATION, RENOVATION, IMPROVEMENT, DEMOLITION, REPAIR
WORK, PAINTING OR MAJOR REPAINTING]**

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY") and Contractor name, a type of organization, e.g., corporation, and state of incorporation ("CONTRACTOR").

The Parties agree as follows:

1. CONSIDERATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONTRACTOR for CONTRACTOR's services not to exceed a total of \$Click here to enter text. for the work. CITY will pay for work on the basis of the hourly rates and cost reimbursement rates as specified in the attached Exhibit "A," which is incorporated by reference.

2. TERM. The term of this Agreement will be from Click here to enter a date. to Click here to enter a date.. The Agreement may be renewed upon mutual consent of the parties by amending this Agreement.

3. SCOPE OF SERVICES.

- A. This Agreement may be used for "maintenance services" which include the following:

- i. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
 - ii. Minor repainting.
 - iii. Resurfacing of streets and highways at less than one inch.
 - iv. Landscape maintenance.
 - v. Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems and electrical transmission lines of 230,000 volts and higher.
 - vi. Carpentry, electrical, plumbing, glazing, and other craftwork;
- B. CONTRACTOR will perform the maintenance services listed in the attached Exhibit "B," which is incorporated by reference. The provisions contained in this Agreement supersede any conflicting provisions in Exhibit B.
- C. Maintenance services required by CITY will be provided on an as-needed basis with CITY determining and advising CONTRACTOR as to when specific services are required to be performed or completed by CONTRACTOR. Requests must be memorialized using a notice to proceed that may be in the form of a purchase order. The provisions contained in this Agreement supersede any conflicting provisions in a purchase order issued for maintenance services.
- D. CONTRACTOR will, in a workmanlike manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

4. PREVAILING WAGES.

- A. Pursuant to Labor Code § 1720, and as specified in 8 California Code of

Regulations § 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

- B. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
- C. CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
- D. Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:
 - i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
 - ii. When the number of apprentices in training in the area exceeds a ratio of one to five, or
 - iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
 - iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

- v. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
 - vi. CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.
 - vii. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

5. PAYMENTS.

- A. For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit a detailed invoice to CITY.
- B. CITY's city manager may make payments up to \$[Click here to enter text.](#) for special items of work not included in the project scope of work and services. Payments for special work will only be made after CITY issues a written notice to proceed for the specific special tasks. A written scope of work, an agreed upon additional fee, a schedule for starting and completing the special tasks, and an agreed upon extension of the time for performance, if needed to complete the special work, will be required before CITY issues a notice to proceed for special work. All special work will be subject to all other terms and provisions of this Agreement.

6. FAMILIARITY WITH WORK.

- A. By executing this Agreement, CONTRACTOR represents that

CONTRACTOR has

- i. Thoroughly investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform CITY of such fact and will not proceed except at CONTRACTOR's own risk until written instructions are received from CITY.

7. **INSURANCE.**

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

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$2M
Business automobile liability	\$1M
Workers compensation	Statutory requirement.

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will

not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

- C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- D. CONTRACTOR will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at CONTRACTOR's expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.

8. TIME FOR PERFORMANCE. CONTRACTOR will not perform any work under this Agreement until:

- A. CONTRACTOR furnishes proof of insurance as required under Section 7 of this Agreement; and
- B. CITY gives CONTRACTOR a written notice to proceed.
- C. Should CONTRACTOR begin work in advance of receiving written authorization to proceed, any such professional services are at CONTRACTOR's own risk.

9. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.

- B. CONTRACTOR may terminate this Agreement upon providing written notice to CITY at least thirty (30) days before the effective termination date.
- C. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- D. By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

10. INDEMNIFICATION.

- A. **CONTRACTOR indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONTRACTOR will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.**
- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

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

12. NOTICES.

- A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Such noticing does not include day-to-day communications between CITY's and CONTRACTOR's project managers. Notice sent by mail will be addressed as follows:

To CITY: [Click here to enter text.](#)

To CONTRACTOR: [Click here to enter text.](#)

- B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.
- C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

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

14. **WAIVER.** A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

15. **CONSTRUCTION.** The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

16. **SEVERABLE.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

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

18. **WAIVER.** Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

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

20. **AUTHORITY/MODIFICATION.** This Agreement may be subject to and conditioned upon approval and ratification by the Monterey Park City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's city manager may execute any such amendment on behalf of CITY.

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

22. **EFFECT OF CONFLICT.** In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

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

24. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

25. **ENTIRE AGREEMENT.** This Agreement and its one attachment constitutes the sole agreement between CONTRACTOR and CITY respecting water distribution maintenance services. To the extent that there are additional terms and conditions contained in Exhibit "A" that are not in conflict with this Agreement, those terms are

fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.

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

CITY OF MONTEREY PARK

[Click here to enter text.](#)

Ron Bow,
City Manager

ATTEST:

Vincent D. Chang
City Clerk

Taxpayer ID No. [Click here to enter text.](#)

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

By: _____
Karl H. Berger, Assistant City Attorney

EXHIBIT A
CITY OF MONTEREY PARK
ON-CALL ELECTRICAL MAINTENANCE SERVICES

SPECIFICATIONS

I. OVERVIEW

The City of Monterey Park is soliciting proposals for electrical maintenance services from businesses that are licensed by the State of California as Class C-10 Electrical Contractor. The Contractor shall provide electrical maintenance services at City of Monterey Park facilities. Work includes new electrical installations as well as scheduled and unscheduled maintenance on an as-needed basis for the following types of facilities:

- Office Buildings Sites
- Recreation Facilities
- Water Pump Station Sites (11 sites)
- Water Storage Tank/Reservoirs Sites (13 sites)
- Well Sites (12 sites)
- Water Treatment Plants (5 sites)
- Flow Control Stations (3 sites)

II. TERM

The Contract is for 3 years with an option for a 2-year extension subject to consent by both parties. **The annual cost for this contract is \$100,000.**

For subsequent years of the Contract, the rate will be adjusted by the consumer price index (CPI) for all urban consumers as calculated by the United States Department of Labor, Bureau of Labor Statistics, for the Los Angeles-Riverside-Orange County area.

At any time, this agreement may be terminated by either party by giving written notice of such termination at least thirty (30) days prior to the date of termination.

III. COMPENSATION

The bidder shall specify in the Cost Schedule (Exhibit B) labor, material and equipment costs for Electrical Maintenance services.

The City shall pay the Contractor based on the detailed invoice that describes the services completed and materials used. Each invoice shall set out in reasonable detail the work each individual employee of the Contractor performed, the number of labor and equipment hours, materials and other expenses incurred, and the date(s) the work was performed. All rates will be according to the Cost Schedule in "Exhibit B."

Labor rates will be based on portal to portal with up to a maximum allowable travel time of **one-half hour each way**.

Prior to completing work for individual maintenance projects, Contractor will be asked to provide a cost estimate. Materials and parts required for the maintenance projects will be reimbursed based on actual costs with mark up as established in the Cost Schedule (Exhibit B).

IV. SCOPE OF WORK

1. The Contractor shall be responsible for all labor, equipment, transportation, materials, and supplies that are necessary to maintain, replace, and install existing and new electrical systems. This includes the provision of all replacement parts and components for electrical systems in accordance with original equipment manufacturer specifications, National Electric Code, Uniform Building Code, and County of Los Angeles and City Building and Fire Codes. Work will comply with requirements of the editions of the Manual on Uniform Traffic Control Devices (MUTCD).
2. The Contractor shall evaluate the electrical systems and determine the work necessary to achieve proper efficiency levels.
3. The services shall include expedited service calls, routine service calls, and emergency calls.
4. Examples of electrical services include:
 - Work on low voltage (480 Volts or less)
 - Work on medium voltage (2300 Volts)
 - Replace exterior or interior wiring, soft starters, variable-frequency drives (VFD's), motor controls, switch gears, fuses, electrical circuit boxes, etc.
 - Trouble shooting existing electrical wiring and appurtenances
 - New install or electrical wiring and appurtenances
 - Replacement of electrical systems
 - Provide technical support to City staff as needed
5. Contractor must own or have immediate access to equipment necessary to perform work to include but not limited to: crane to lift electrical motors or water pumps, aerial equipment such as man lift and boom truck to maintain street lights, park lights, and ball field lights.
6. Contractor shall be responsible for the security of his or her equipment and materials.
7. Clean up shall comply with all applicable Federal, State, and local laws and

regulations. Contractor shall, at all times, keep the worksite free from accumulation of waste materials, debris or rubbish caused by his or her employees.

8. Contractor shall dispose of all hazardous waste in accordance with all applicable federal, state and local laws and ordinances.
9. Work shall be in accordance with original equipment manufacturer specifications, California Electrical Code, California Building Code, and applicable County and City Building and Fire Codes. Replacement, removal, and installation services provided shall comply with and conform to all applicable Federal, State, and local regulations, laws and codes.
10. In case of conflict between the current version of the Standard Specifications for Public Works Construction (Green Book) and the Special Provisions, the Special Provisions shall take precedence. All work must comply with City Standards, American Water Works Association (AWWA) or Public Works Construction Book.
11. **All work shall be warranted for a minimum of one year for parts and labor.**

V. DELIVERY OF SERVICES

1. Contractor shall be able to respond to calls for service in an emergency. Contractor shall be able to respond (24) hours a day, (7) days a week, including weekends and holidays.
2. For emergency calls that are a matter of public safety, Contractor shall respond within one hour.
3. Contractor shall take all necessary precautions for the safety of employees and public at the work site. Safety equipment must be used at all time as deemed necessary by the job condition.
4. Contractor shall dispatch Journeyman and Apprentice Electricians for service calls. Contractor shall request City approval prior to employing any additional personnel. If additional personnel are necessary, they are to be Apprentice unless the service requires a Journeyman.
5. All Contractor personnel employed for a City project shall wear distinctive uniform clothing and identification.
6. Extra Work shall not be performed without prior City approval. Additional work will be charged base on the rates provided in the Cost Schedule.

EXHIBIT B

CITY OF MONTEREY PARK

ON-CALL ELECTRICAL MAINTENANCE SERVICES

COST SCHEDULE

ANNUAL CONTRACT COST IS \$100,000

Contractor's Name: _____

Item A. Electrician Labor Hourly Rates

	Straight Time	Overtime	Sunday & Holidays
Foreman	\$	\$	\$
Journeyman	\$	\$	\$
Apprentice	\$	\$	\$

Item B. Truck Charge

Truck Charge	\$	☐ Hour ☐ Day
--------------	----	--

Item C. Mark up

Item	Percentage
Percentage markup for Materials/Parts above Contractor's cost	%
Percentage markup for Equipment Rental above Contractor's cost	%

The undersigned has carefully checked all of the above figures and understands that the City of Monterey Park, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Contractor	
Signature	Name (Print)
Title	Date

REFERENCES

The Contractor must list five active "Annual Contracts." Contract references must be either Government or Water Utility agency.

	Agency	Contact Person	Phone
1.			
2.			
3.			
4.			
5.			

ATTACHMENT 2
Brkich Construction Cost Schedules

Schedule of Labor Hours

	2017 Hourly Rate	2018 Hourly Rate	2019 Hourly Rate	2020 Hourly Rate
% of Increase		2.0%	2.0%	2.0%
Project Manager	\$ 114.83	\$ 117.13	\$ 119.47	\$ 121.86
Superintendent	\$ 110.26	\$ 112.47	\$ 114.71	\$ 117.01
Foreman	\$ 101.93	\$ 103.97	\$ 106.05	\$ 108.17
Operator	\$ 93.76	\$ 95.64	\$ 97.55	\$ 99.50
Pipe Layer	\$ 80.56	\$ 82.17	\$ 83.81	\$ 85.49
Laborer	\$ 76.73	\$ 78.26	\$ 79.83	\$ 81.43
Truck Driver	\$ 86.65	\$ 88.38	\$ 90.15	\$ 91.95
Welder / Fitter	\$ 94.69	\$ 96.58	\$ 98.52	\$ 100.49

Note: Travel Time from Portal to Portal and not exceed TWO hours total.

Markups:

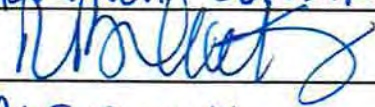
- (1) Material Costs:
- (2) Approved Sub-Contractors Costs:
- (3) Special Equipment Rental Costs:

15.00%
15.00%
15.00%

Hourly Rate Compensation

Definition		
Regular Time	1.0	X Regular
Over Time (OT)	1.5	X Regular
Double Time (DT)	2.0	X Regular
Monday - Friday		
Regular Time is 1st	8.0	Hrs
OT is the Next	4.0	Hrs
DT is the Next	12.0	Hrs
Weekends		
Regular Time is 1st	0.0	Hrs
OT is the Next	0.0	Hrs
DT is the Next	0.0	Hrs
Holidays		
Regular Time is 1st	0.0	Hrs
OT is the Next	0.0	Hrs
DT is the Next	24.0	Hrs

The undersigned has carefully checked all of the above figures and understands that the City of Monterey Park, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

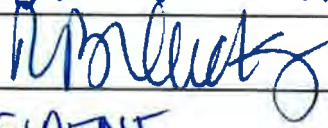
Contractor BRKICH CONSTRUCTION	
Signature 	Name (Print) R. BRKICH JR
Title PRESIDENT	Date APRIL 18, 2017

Water Distribution Maintenance Services Bid
Cost Schedule

Schedule of Equipment Rates Rates

	2017 Hourly/Daily Rate	2018 Hourly/Daily Rate	2019 Hourly/Daily Rate	2020 Hourly/Daily Rate
% of Increase		3.0%	3.0%	3.0%
Gang/Crew Truck(hour)	\$ 32.00	\$ 32.96	\$ 33.95	\$ 34.97
Flat Bed Truck(hour)	\$ 28.00	\$ 28.84	\$ 29.71	\$ 30.60
Pickup / Service Truck(hour)	\$ 24.00	\$ 24.72	\$ 25.46	\$ 26.23
Dump Truck(hour)	\$ 60.00	\$ 61.80	\$ 63.65	\$ 65.56
Water Truck(hour)	\$ 44.00	\$ 45.32	\$ 46.68	\$ 48.08
Welding Truck(hour)	\$ 48.00	\$ 49.44	\$ 50.92	\$ 52.45
Backhoe(hour)	\$ 78.00	\$ 80.34	\$ 82.75	\$ 85.23
Backhoe Breaker(hour)	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78
Backhoe Crawler(hour)	\$ 144.00	\$ 148.32	\$ 152.77	\$ 157.35
Trailer(hour)	\$ 24.00	\$ 24.72	\$ 25.46	\$ 26.23
Loader(hour)	\$ 126.00	\$ 129.78	\$ 133.67	\$ 137.68
Crane 15/20 Ton(hour)	\$ 132.00	\$ 135.96	\$ 140.04	\$ 144.24
Hydraulic Stomper(hour)	\$ 120.00	\$ 123.60	\$ 127.31	\$ 131.13
Air Compressor & Tools(hour)	\$ 24.00	\$ 24.72	\$ 25.46	\$ 26.23
Skid Steer w/Boom(hour)	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78
Traffic Signs(day)	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.67
Barricades(day)	\$ 2.50	\$ 2.58	\$ 2.65	\$ 2.73
Cones/Delineators(day)	\$ 1.25	\$ 1.29	\$ 1.33	\$ 1.37
Traffic Plates(day)	\$ 48.00	\$ 49.44	\$ 50.92	\$ 52.45
Compactor(day)	\$ 120.00	\$ 123.60	\$ 127.31	\$ 131.13
Arrow board(day)	\$ 144.00	\$ 148.32	\$ 152.77	\$ 157.35
Water/Trash Pump(day)	\$ 72.00	\$ 74.16	\$ 76.38	\$ 78.68
Hydro Test Pump(day)	\$ 96.00	\$ 98.88	\$ 101.85	\$ 104.90
Typical Shoring(day)	\$ 60.00	\$ 61.80	\$ 63.65	\$ 65.56
Cut off Saw(day)	\$ 72.00	\$ 74.16	\$ 76.38	\$ 78.68
Tapping Machine(day)	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78

The undersigned has carefully checked all of the above figures and understands that the City of Monterey Park, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Contractor BRKICH CONSTRUCTION	
Signature 	Name (Print) R. BRKICH JR
Title PRESIDENT	Date APRIL 18, 2017

ATTACHMENT 3
Dominguez General Engineering, Inc. Cost Schedules

Schedule of Labor Hours

	2017 Hourly Rate	2018 Hourly Rate	2019 Hourly Rate	2020 Hourly Rate
% of Increase		0.0%	0.0%	0.0%
Project Manager	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
Superintendent	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00
Foreman	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00
Operator	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00
Pipe Layer	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00
Laborer	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Truck Driver	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00
Welder / Fitter	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00

Note: Travel Time from Portal to Portal and not exceed TWO hours total.

Markups:

- (1) Material Costs:
(2) Approved Sub-Contractors Costs:
(3) Special Equipment Rental Costs:

15.00%
15.00%
10.00%

Hourly Rate Compensation

Definition		
Regular Time	1.0	X Regular
Over Time (OT)	1.5	X Regular
Double Time (DT)	2.0	X Regular
Monday - Friday		
Regular Time is 1st	8.0	Hrs
OT is the Next	4.0	Hrs
DT is the Next	4.0	Hrs
Weekends		
Regular Time is 1st	0.0	Hrs
OT is the Next	8.0	Hrs
DT is the Next	4.0	Hrs
Holidays		
Regular Time is 1st	0.0	Hrs
OT is the Next	0.0	Hrs
DT is the Next	8.0	Hrs

The undersigned has carefully checked all of the above figures and understands that the City of Monterey Park, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Contractor DOMINGUEZ GENERAL ENGINEERING, INC.	
Signature 	Name (Print) ADOLFO DOMINGUEZ
Title PRESIDENT	Date 04/18/17

Water Distribution Maintenance Services Bid
Cost Schedule

Schedule of Equipment Rates Rates

	2017 Hourly/Daily Rate	2018 Hourly/Daily Rate	2019 Hourly/Daily Rate	2020 Hourly/Daily Rate
% of Increase		1.5%	3.0%	4.5%
Gang/Crew Truck(hour)	\$ 30.00	\$ 30.45	\$ 31.36	\$ 32.77
Flat Bed Truck(hour)	\$ 25.00	\$ 25.38	\$ 26.14	\$ 27.31
Pickup / Service Truck(hour)	\$ 25.00	\$ 25.38	\$ 26.14	\$ 27.31
Dump Truck(hour)	\$ 35.00	\$ 35.53	\$ 36.59	\$ 38.24
Water Truck(hour)	\$ 30.00	\$ 30.45	\$ 31.36	\$ 32.77
Welding Truck(hour)	\$ 25.00	\$ 25.38	\$ 26.14	\$ 27.31
Backhoe(hour)	\$ 60.00	\$ 60.90	\$ 62.73	\$ 65.55
Backhoe Breaker(hour)	\$ 70.00	\$ 71.05	\$ 73.18	\$ 76.47
Backhoe Crawler(hour)	\$ 70.00	\$ 71.05	\$ 73.18	\$ 76.47
Trailer(hour)	\$ 50.00	\$ 50.75	\$ 52.27	\$ 54.62
Loader(hour)	\$ 70.00	\$ 71.05	\$ 73.18	\$ 76.47
Crane 15/20 Ton(hour)	\$ 90.00	\$ 91.35	\$ 94.09	\$ 98.32
Hydraulic Stomper(hour)	\$ 40.00	\$ 40.60	\$ 41.82	\$ 43.70
Air Compressor & Tools(hour)	\$ 20.00	\$ 20.30	\$ 20.91	\$ 21.85
Skid Steer w/Boom(hour)	\$ 45.00	\$ 45.68	\$ 47.05	\$ 49.16
Traffic Signs(day)	\$ 5.00	\$ 5.08	\$ 5.23	\$ 5.46
Barricades(day)	\$ 5.00	\$ 5.08	\$ 5.23	\$ 5.46
Cones/Delineators(day)	\$ 2.00	\$ 2.03	\$ 2.09	\$ 2.18
Traffic Plates(day)	\$ 5.00	\$ 5.08	\$ 5.23	\$ 5.46
Compactor(day)	\$ 200.00	\$ 203.00	\$ 209.09	\$ 218.50
Arrow board(day)	\$ 160.00	\$ 162.40	\$ 167.27	\$ 174.80
Water/Trash Pump(day)	\$ 180.00	\$ 182.70	\$ 188.18	\$ 196.65
Hydro Test Pump(day)	\$ 400.00	\$ 406.00	\$ 418.18	\$ 437.00
Typical Shoring(day)	\$ 6.00	\$ 6.09	\$ 6.27	\$ 6.55
Cut off Saw(day)	\$ 480.00	\$ 487.20	\$ 501.82	\$ 524.40
Tapping Machine(day)	\$ 450.00	\$ 456.75	\$ 470.45	\$ 491.62

The undersigned has carefully checked all of the above figures and understands that the City of Monterey Park, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Contractor <u>DOMINGUEZ GENERAL ENGINEERING, INC.</u>	
Signature <u>[Signature]</u>	Name (Print) <u>ADOLFO DOMINGUEZ</u>
Title <u>PRESIDENT</u>	Date <u>04/18/17</u>

ATTACHMENT 4
Stephen Doreck Equipment Rentals, Inc. Cost Schedules

Schedule of Labor Hours

	2017 Hourly Rate	2018 Hourly Rate	2019 Hourly Rate	2020 Hourly Rate
% of Increase		2.0%	2.0%	2.0%
Project Manager	\$ 71.50	\$ 72.93	\$ 74.39	\$ 75.88
Superintendent	\$ 99.00	\$ 100.98	\$ 103.00	\$ 105.06
Foreman	\$ 94.73	\$ 96.62	\$ 98.56	\$ 100.53
Operator	\$ 97.80	\$ 99.76	\$ 101.75	\$ 103.79
Pipe Layer	\$ 76.26	\$ 77.79	\$ 79.34	\$ 80.93
Laborer	\$ 70.58	\$ 71.99	\$ 73.43	\$ 74.90
Truck Driver	\$ 70.58	\$ 71.99	\$ 73.43	\$ 74.90
Welder / Fitter	\$ 115.00	\$ 117.30	\$ 119.65	\$ 122.04

Note: Travel Time from Portal to Portal and not exceed TWO hours total.

Markups:

- (1) Material Costs:
- (2) Approved Sub-Contractors Costs:
- (3) Special Equipment Rental Costs:

10.00%
2.50%
10.00%

Hourly Rate Compensation

Definition		
Regular Time	1.0	X Regular
Over Time (OT)	1.5	X Regular
Double Time (DT)	2.0	X Regular
Monday - Friday		
Regular Time is 1st	8.0	Hrs
OT is the Next	4.0	Hrs
DT is the Next	4.0	Hrs
Weekends		
Regular Time is 1st	0.0	Hrs
OT is the Next	8.0	Hrs
DT is the Next	4.0	Hrs
Holidays		
Regular Time is 1st	0.0	Hrs
OT is the Next	8.0	Hrs
DT is the Next	4.0	Hrs

The undersigned has carefully checked all of the above figures and understands that the City of Monterey Park, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Contractor	Stephen Doreck Equipment Rentals, Inc.		
Signature		Name (Print)	Pablo Viramontes
Title	Vice President	Date	4/18/17

Schedule of Equipment Rates Rates

	2017 Hourly/Daily Rate	2018 Hourly/Daily Rate	2019 Hourly/Daily Rate	2020 Hourly/Daily Rate
% of Increase		2.0%	2.0%	2.0%
Gang/Crew Truck(hour)	\$ 36.81	\$ 37.55	\$ 38.30	\$ 39.06
Flat Bed Truck(hour)	\$ 36.81	\$ 37.55	\$ 38.30	\$ 39.06
Pickup / Service Truck(hour)	\$ 30.06	\$ 30.66	\$ 31.27	\$ 31.90
Dump Truck(hour)	\$ 61.96	\$ 63.20	\$ 64.46	\$ 65.75
Water Truck(hour)	\$ 39.64	\$ 40.43	\$ 41.24	\$ 42.07
Welding Truck(hour)	\$ 30.06	\$ 30.66	\$ 31.27	\$ 31.90
Backhoe(hour)	\$ 63.80	\$ 65.08	\$ 66.38	\$ 67.71
Backhoe Breaker(hour)	\$ 20.11	\$ 20.51	\$ 20.92	\$ 21.34
Backhoe Crawler(hour)	\$ 63.80	\$ 65.08	\$ 66.38	\$ 67.71
Trailer(hour)	\$ 13.75	\$ 14.03	\$ 14.31	\$ 14.59
Loader(hour)	\$ 48.06	\$ 49.02	\$ 50.00	\$ 51.00
Crane 15/20 Ton(hour)	\$ 137.50	\$ 140.25	\$ 143.06	\$ 145.92
Hydraulic Stomper(hour)	\$ 66.00	\$ 67.32	\$ 68.67	\$ 70.04
Air Compressor & Tools(hour)	\$ 23.46	\$ 23.93	\$ 24.41	\$ 24.90
Skid Steer w/Boom(hour)	\$ 61.60	\$ 62.83	\$ 64.09	\$ 65.37
Traffic Signs(day)	\$ 30.80	\$ 31.42	\$ 32.04	\$ 32.69
Barricades(day)	\$ 10.50	\$ 10.71	\$ 10.92	\$ 11.14
Cones/Delineators(day)	\$ 1.50	\$ 1.53	\$ 1.56	\$ 1.59
Traffic Plates(day)	\$ 19.25	\$ 19.64	\$ 20.03	\$ 20.43
Compactor(day)	\$ 60.00	\$ 61.20	\$ 62.42	\$ 63.67
Arrow board(day)	\$ 65.00	\$ 66.30	\$ 67.63	\$ 68.98
Water/Trash Pump(day)	\$ 55.00	\$ 56.10	\$ 57.22	\$ 58.37
Hydro Test Pump(day)	\$ 82.50	\$ 84.15	\$ 85.83	\$ 87.55
Typical Shoring(day)	\$ 6.05	\$ 6.17	\$ 6.29	\$ 6.42
Cut off Saw(day)	\$ 22.00	\$ 22.44	\$ 22.89	\$ 23.35
Tapping Machine(day)	\$ 19.80	\$ 20.20	\$ 20.60	\$ 21.01

The undersigned has carefully checked all of the above figures and understands that the City of Monterey Park, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Contractor <i>Stephen Doreck Equipment Rentals, Inc.</i>	
Signature <i>Pablo Viramontes</i>	Name (Print) <i>Pablo Viramontes</i>
Title <i>Vice President</i>	Date <i>4/18/17</i>

ATTACHMENT 5
T.E. Roberts, Inc. Cost Schedules

Schedule of Labor Hours

	2017 Hourly Rate	2018 Hourly Rate	2019 Hourly Rate	2020 Hourly Rate
% of Increase		3.0%	5.0%	6.0%
Project Manager	\$ 145.00	\$ 149.35	\$ 156.82	\$ 166.23
Superintendent	\$ 130.00	\$ 133.90	\$ 140.60	\$ 149.03
Foreman	\$ 121.68	\$ 125.33	\$ 131.60	\$ 139.49
Operator	\$ 117.01	\$ 120.52	\$ 126.55	\$ 134.14
Pipe Layer	\$ 87.68	\$ 90.31	\$ 94.83	\$ 100.52
Laborer	\$ 83.56	\$ 86.07	\$ 90.37	\$ 95.79
Truck Driver	\$ 95.47	\$ 98.33	\$ 103.25	\$ 109.45
Welder / Fitter	\$ 88.24	\$ 90.89	\$ 95.43	\$ 101.16

Note: Travel Time from Portal to Portal and not exceed TWO hours total.

Markups:

- (1) Material Costs:
- (2) Approved Sub-Contractors Costs:
- (3) Special Equipment Rental Costs:

25.00%
20.00%
20.00%

Hourly Rate Compensation

Definition		
Regular Time	1.0	X Regular
Over Time (OT)	1.5	X Regular
Double Time (DT)	2.0	X Regular
Monday - Friday		
Regular Time is 1st	8.0	Hrs
OT is the Next	4.0	Hrs
DT is the Next	12.0	Hrs
Weekends		
Regular Time is 1st	0.0	Hrs
OT is the Next	8.0	Hrs
DT is the Next	16.0	Hrs
Holidays		
Regular Time is 1st	0.0	Hrs
OT is the Next	0.0	Hrs
DT is the Next	24.0	Hrs

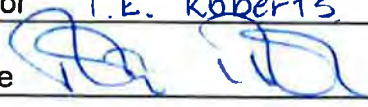
The undersigned has carefully checked all of the above figures and understands that the City of Monterey Park, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Contractor <u>T.E. Roberts Inc</u>	
Signature <u>[Signature]</u>	Name (Print) <u>Timothy Roberts</u>
Title <u>President</u>	Date <u>4-18-17</u>

Schedule of Equipment Rates Rates

	2017 Hourly/Daily Rate	2018 Hourly/Daily Rate	2019 Hourly/Daily Rate	2020 Hourly/Daily Rate
% of Increase		3.0%	5.0%	6.0%
Gang/Crew Truck(hour)	\$ 31.25	\$ 32.19	\$ 33.80	\$ 35.82
Flat Bed Truck(hour)	\$ 18.75	\$ 19.31	\$ 20.28	\$ 21.49
Pickup / Service Truck(hour)	\$ 15.63	\$ 16.09	\$ 16.90	\$ 17.91
Dump Truck(hour)	\$ 43.75	\$ 45.06	\$ 47.32	\$ 50.15
Water Truck(hour)	\$ 18.75	\$ 19.31	\$ 20.28	\$ 21.49
Welding Truck(hour)	\$ 31.25	\$ 32.19	\$ 33.80	\$ 35.82
Backhoe(hour)	\$ 37.50	\$ 38.63	\$ 40.56	\$ 42.99
Backhoe Breaker(hour)	\$ 46.88	\$ 48.28	\$ 50.70	\$ 53.74
Backhoe Crawler(hour)	\$ 56.25	\$ 57.94	\$ 60.83	\$ 64.48
Trailer(hour)	\$ 12.50	\$ 12.88	\$ 13.52	\$ 14.33
Loader(hour)	\$ 37.50	\$ 38.63	\$ 40.56	\$ 42.99
Crane 15/20 Ton(hour)	\$ 312.50	\$ 321.88	\$ 337.97	\$ 358.25
Hydraulic Stomper(hour)	\$ 21.00	\$ 21.63	\$ 22.71	\$ 24.07
Air Compressor & Tools(hour)	\$ 18.75	\$ 19.31	\$ 20.28	\$ 21.49
Skid Steer w/Boom(hour)	\$ 25.00	\$ 25.75	\$ 27.04	\$ 28.66
Traffic Signs(day)	\$ 2.00	\$ 2.06	\$ 2.16	\$ 2.29
Barricades(day)	\$ 0.50	\$ 0.52	\$ 0.54	\$ 0.57
Cones/Delineators(day)	\$ 0.25	\$ 0.26	\$ 0.27	\$ 0.29
Traffic Plates(day)	\$ 25.00	\$ 25.75	\$ 27.04	\$ 28.66
Compactor(day)	\$ 50.00	\$ 51.50	\$ 54.08	\$ 57.32
Arrow board(day)	\$ 50.00	\$ 51.50	\$ 54.08	\$ 57.32
Water/Trash Pump(day)	\$ 27.00	\$ 27.81	\$ 29.20	\$ 30.95
Hydro Test Pump(day)	\$ 30.00	\$ 30.90	\$ 32.45	\$ 34.39
Typical Shoring(day)	\$ 80.00	\$ 82.40	\$ 86.52	\$ 91.71
Cut off Saw(day)	\$ 10.00	\$ 10.30	\$ 10.82	\$ 11.46
Tapping Machine(day)	\$ 100.00	\$ 103.00	\$ 108.15	\$ 114.64

The undersigned has carefully checked all of the above figures and understands that the City of Monterey Park, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Contractor <u>T.E. Roberts Inc</u>	
Signature 	Name (Print) <u>Timothy Roberts</u>
Title <u>President</u>	Date <u>4-18-17</u>



City Council Staff Report

DATE: June 7, 2017

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

TO: The Honorable Mayor and City Council
FROM: Tito Haes, Interim Director of Public Works
SUBJECT: On-call Electrical Maintenance Services - Authorization to Advertise

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution authorizing staff to advertise for On-call Electrical Maintenance Services; and
2. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

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

EXECUTIVE SUMMARY:

The Public Works Department has prepared bid specifications for On-Call Electrical Maintenance Services and is requesting the City Council's authorization to advertise the requested services for bids.

BACKGROUND:

The City requires contracted electrical services to include replacing exterior or interior wiring, trouble shooting existing electrical wiring and appurtenances, and installing new electrical wiring and appurtenances. The Public Works Department includes a Building Maintenance Division that consists of 3 full-time positions. While these personnel can perform electrical work, they are responsible for all maintenance of all City facilities that include recreational buildings, parks and street lighting as well as the Langley Senior Center and the Library. Contracted electrical work is also required for the Water Division's 11 pump stations, 13 storage tanks, 12 well sites, 3 flow control stations, and 5 treatment plants.

The Contractor will be responsible for all labor, equipment, transportation, materials, and supplies that are necessary to maintain, replace, and install existing and new electrical systems. The Electrical contractor will be required to provide scheduled, routine service as well as respond to emergencies within one hour. The contractor will provide the level of staffing that is necessary for the work: higher skilled staff is to be dispatched only when necessary and approved by the City.

FISCAL IMPACT:

The Fiscal Year 2017 Budget includes funds for contract electrical maintenance services. The funds include General Funds, Water Operations and Water Treatment funds (0010-801-4210-38100, 0092-801-4210-38100, and 0093-801-4231-38400). Water Treatment funds are reimbursable from the Water Quality Authority.

Respectfully submitted by:



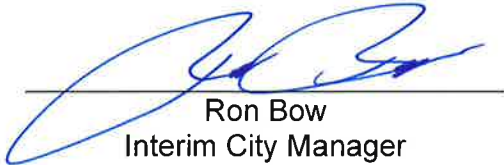
Tito Haes
Interim Director of Public Works

Prepared by:



Frank M. Heldman
Water Utility Manager

Approved by:



Ron Bow
Interim City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. Resolution Authorizing Advertisement RFP for the Project
2. Bid Instructions and Specifications

ATTACHMENT 1
Resolution Authorizing Advertisement
RFP for the Project

RESOLUTION NO. ____

A RESOLUTION APPROVING THE BID SPECIFICATIONS FOR ON-CALL ELECTRICAL MAINTENANCE SERVICES PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

- A. City Staff has prepared bid specifications for On-call Electrical Maintenance Services (Project).
- B. The Director of Public Works reviewed the completed bid specifications for the Project and agrees with staff that the bid specifications are complete and the Project may be implemented;
- C. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and implementation of the Project.

SECTION 2: *Environmental Assessment.* The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities having no significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

SECTION 3: *Design Immunity; Authorization.*

- A. The design and specifications for the Project are determined to be consistent with the City's standards and are approved.
- B. The design approval set forth in this Resolution occurred before actual work on the Project commenced.
- C. The approval granted by this Resolution conforms to the City's General Plan.
- D. The Director of Public Works, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and specifications approved by this Resolution.
- E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.
- F. The City Manager, or designee, may solicit bids for the Project in accordance with applicable law.

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

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

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

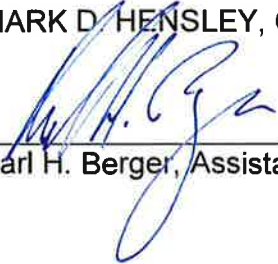
PASSED AND ADOPTED this 7th day June, 2017.

Teresa Real-Sebastian, Mayor

ATTEST:

Vincent D. Chang, City Clerk

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



Karl H. Berger, Assistant City Attorney

ATTACHMENT 2
Bid Instructions and Specifications
for On-Call Electrical Maintenance Services

**NOTICE INVITING SEALED BIDS
FOR
ON-CALL ELECTRICAL MAINTENANCE SERVICES
IN THE CITY OF MONTEREY PARK**

**(BID IN ACCORDANCE WITH MONTEREY PARK MUNICIPAL CODE CHAPTER
3.100 FOR MAINTENANCE SERVICES)**

TAKE NOTICE that the City of Monterey Park invites sealed bids for the above project and will receive such bids in the offices of the City Clerk, 320 W. Newmark Ave., California 91754, up to the hour of 11:00 a.m. on:

WEDNESDAY, July 5, 2017

at which time they will be publicly opened.

The City's standard maintenance service contract incorporates the provisions of the California Labor Code and requires the successful bidder to comply with the prevailing rates of wages and apprenticeship employment standards established by the Department of Industrial Relations.

☐ APPLICABLE IF BOX IS CHECKED: The contractor to whom the contract is awarded must assist in locating, qualifying, hiring and increasing the skills of minority group employees and applicants for employment, as set forth in Executive Order Nos. 11246 and 11375.

Minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Note that a bid bond is "X" (the City Engineer estimates project will exceed \$30,000) is not ☐ (project will not exceed \$30,000) required for this bid.

Note that a performance bond is ☐ is not "X" required for this bid.

Note that the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. Pursuant to California law, the City must find bids failing to comply with all applicable Labor Code requirements including, without limitation, Labor Code §§ 1725.5 and 1771.4, to be nonresponsive.

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BIDDING INSTRUCTIONS

- 1 **DEFINITIONS.** Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in these Bidding Documents. Words and phrases not defined in this Section have the meaning set forth in the Monterey Park Municipal Code ("MPMC") or applicable law.

1.1 "Addenda" means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.2 "Alternate" means a proposed change in the maintenance services, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.

1.3 "Bid Deadline" means the date and time designated in the Notice for Bids as the last date and time for receipt of Bids, as may be revised by Addenda.

1.4 "Bidder" means a person or firm that submits a Bid.

1.5 "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda.

1.6 "Contract Documents" means the Notice Inviting Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Bid; the Maintenance Service Agreement; Supplementary Conditions; Exhibits; Technical Specifications; Addenda; Notice to Proceed; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

1.7 "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including unit price items or Alternates.

1.8 "Unit Price" means an amount stated in the Bid for which Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.

1.9 "Work" means the Scope of Work identified in the Contract Documents for which the Notice Inviting Bids is issued.

- 2 **BIDDER'S REPRESENTATIONS.** By making its Bid, Bidder represents that:

2.1 Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.

2.2 Bidder visited the Project site and is familiar with the conditions under which the Work will be performed and the local conditions as related to the Contract Documents.

2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.

2.4 Bidder and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of California Contractor's State License Board for the Work to be performed. If Bidder is a joint venture, the Bidder will have a joint venture license appropriate for the performance of the work, and each member of the joint venture will likewise have the appropriate license. Business and Professions Code §§ 7000-7191 establish licensing requirements for contractors. If a Bidder, that is a specialty contractor, submits a Bid involving 3 or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the Work for which Bidder holds a specialty contractor license, Bidder must also hold either (1) a specialty contractor "C" license in each such trade, (2) a General Engineering contractor "A" license, or (3) a General Building contractor "B" license. This requirement is applicable whether or not Bidder lists a Subcontractor for each such trade.

2.5 If licensure or proper licensure is controverted, then proof of licensure pursuant to this section must be made by production of a verified certificate of licensure from the Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision requires any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.

2.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.

2.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

2.9 The Bidder has paid the City's business license fee(s).

3 BIDDING DOCUMENTS.

3.1 Bidders may obtain complete sets of the Bidding Documents from the City's Public Works Department for the sum stated in the Notice for Bids.

3.2 Bidders will use a complete set of Bidding Documents in preparing Bids.

3.3 The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

4 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

4.1 Before submitting its Bid, Bidder will carefully study and compare the various documents comprising the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; will examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and will at once report to the City's Representative errors, inconsistencies, or ambiguities discovered.

4.2 Requests for clarification or interpretation of the Bidding Documents will be addressed to the City's Representative.

4.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding and Bidders will not rely upon them.

5 PRODUCT SUBSTITUTIONS. No substitutions will be considered before award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

6 SUBCONTRACTORS.

6.1 Each Bidder will list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services. The Bid Form contains spaces for the following information when listing Subcontractors: (1) Work Activity; (2) name of Subcontractor; (3) city of Subcontractor's business location. Failure to list any of these items on the Bid Form will result in the City treating the Bid as if no Subcontractor was listed for the Work and that Bidder represents to the City that it is fully qualified to perform that portion of the Work and will perform do so.

6.2 Subcontractors listed in the Bid Form will only be substituted after the Bid Deadline with the City's written consent in accordance with California law.

7 ADDENDA.

7.1 Addenda will be in writing and issued only by the City. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents and who have provided a street address for receipt of Addenda.

7.2 Copies of Addenda will be made available for inspection at the City's Public Works Department.

7.3 The City will issue Addenda so that they are received by prospective Bidders not later than three (3) business days before the Bid Deadline. Addenda that withdraw the request for Bids or postpone the Bid Deadline may be issued anytime before the Bid Deadline.

7.4 Each Bidder is responsible for ensuring that it has received all issued Addenda before issuing a Bid.

8 FORM AND STYLE OF BIDS

8.1 Bids will be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the City's Bid Form will be rejected.

8.2 All blanks on the Bid Form will be filled in legibly in ink or by typewriter.

8.3 Bidder's failure to submit a price for any Alternate or unit price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, enter "No Change."

8.4 Each Bidder must fill out the "Bidders Statement of Past Contract Disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The Bidder must explain the circumstances of each disqualification. The City may reject the bid based on such information.

8.5 Bidder will make no stipulations on the Bid Form nor qualify the Bid in any manner.

8.6 The Bids will be based upon full completion of all the Work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the Bidder (if awarded the Contract) specifically agrees to construct a completed work ready for the use and in the manner which is intended. In the event of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished must be paid for

according to the unit or lump sum price established for such work under the contract, wherever such unit or lump sum price has been established. In the event no prices are named in the contract to cover such changes or alterations, the cost of such changes must be covered as extra work.

8.7 The Bid Form will be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative will sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

9 BID SECURITY

9.1 If indicated on the Notice Inviting Bids, each Bid will be accompanied by Bid Security, in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Contract with the City on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security will be a Bid Bond on the form provided by the City or a certified check made payable to "City of Monterey Park." When a Bond is used for Bid Security, failure to use the City's Bid Bond form will result in the rejection of the Bid.

9.2 If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, the City will disqualify such Bidder and select the next apparent lowest responsible Bidder until all bids have been exhausted or the City may reject all bids. In such an event, the disqualified Bidder will be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the disqualified Bid and the larger amount for which the City procures the Work.

9.3 If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney will be affixed to the Bid Bond. The surety issuing the Bid Bond will be listed in the latest published State of California, Department of Insurance list of, "Insurers Admitted to Transact Surety Insurance in This State."

9.4 The City will retain Bid Security until the occurrence of one of the following:

9.4.1 All items required by the Bidding Documents have been furnished and the Agreement has been signed by the successful Bidder and the City.

9.4.2 The specified time has elapsed during which Bids may be withdrawn.

9.4.3 All Bids have been rejected.

9.5 The Bid Form, Bid Security, and all other documents required to be submitted with the Bid will be enclosed in a sealed opaque envelope. The envelope will be addressed to the City Clerk. The envelope will be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope will be enclosed in a separate mailing envelope labeled as follows: "SEALED BID ENCLOSED."

9.6 Bids will be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

9.7 Bidder will assume full responsibility for timely delivery at the location designated for receipt of Bids.

9.8 Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

10 MODIFICATION OR WITHDRAWAL OF BID.

10.1 Before the Bid Deadline, a submitted Bid may be modified or withdrawn. Notice of such action will be given to the City in writing and signed by the Bidder's authorized representative. A change so made will be so worded as not to reveal the amount of the original Bid.

10.2 A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

10.3 Bid Security will be in an amount sufficient for the Bid as modified or resubmitted.

10.4 Bids may not be modified, withdrawn, or canceled within sixty (60) days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.

11 OPENING OF BIDS. Bids submitted in the manner required by these instructions and are received on or before the Bid Deadline will be opened publicly.

12 REJECTION OF BIDS.

12.1 The City will have the right to reject all Bids.

12.2 The City will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way materially incomplete or irregular.

13 AWARD

13.1 The City may retain all bids for a period of sixty (60) days for examination and comparison, and to delete any portion of the work from the contract.

13.2 The City may waive nonmaterial irregularities in a Bid and to accept the lowest responsive Bid as determined by The City.

13.3 The City has the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

13.4 The City will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all unit prices multiplied by their respective estimated quantities as stated in the Bid Form, if any, plus the Contractor Delay Damages multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of all accepted Alternates.

13.4.1 Inclusion of Contractor Delay Damages within the Bid Form is solely for the purpose of determining the low bidder and establishing the City's maximum daily liability as a result of City delays to Contractor, if any, and City has no obligation to pay any daily Contractor Delay Damages except as provided for in these Contract Documents for Compensable Delays. In the event that City becomes liable to Contractor for compensable delays, City agrees to pay Contractor the daily Contractor Delay Damages set forth in the Proposal Form or Contractor's actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

13.5 The City will select the apparent lowest responsive and responsible Bidder and notify such Bidder within thirty (30) days (unless number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all bids. Within ten (10) days after receiving the City's notice that Bidder was selected as the apparent lowest responsive Bidder, Bidder will submit to the City all of the following items:

13.5.1 Three originals of the Agreement signed by Bidder.

13.5.2 Three originals of the Labor and Materials Bond.

13.5.3 Three originals of the Performance Bond (if applicable).

13.5.4 Three originals of the Noncollusion Affidavit.

13.5.5 Certificates of Insurance on form provided by the City.

13.5.6 Names of all Subcontractors, with their addresses, telephone number, facsimile number, trade on Bidders' company stationery. Evidence, as required by the City, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.

13.5.7 Preliminary Contract Schedule.

13.5.8 Selection of Retention Options and Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention. If not submitted, the City will withhold retention.

13.5.9 Cost Breakdown.

13.6 Before award of the Contract, the City will notify Bidder in writing, if the City objects to a Subcontractor proposed by Bidder, in which case Bidder will propose a substitute acceptable to the City. Failure of the City to object to a proposed Subcontractor before award will not preclude the City from requiring replacement of any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated before award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

13.7 If Bidder submits the three original signed Agreements and all other items within ten (10) days after receiving the City's notification, and all such items comply with the requirements of the Bidding Documents, the City will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

13.8 If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the City's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the Contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or reject all Bids.

PROPOSAL GUARANTEE

BID BOND

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS that _____, as BIDDER, AND _____, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of _____ (\$ _____) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **On-call Electrical Maintenance Services** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Monterey Park for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__.

SIGNED AND SEALED this _____ day of _____, 20__.

PRINCIPAL

SURETY

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

NOTE: All signatures shall be acknowledged by a notary public.

PROPOSAL GUARANTEE

CERTIFIED CHECK or CASHIER'S CHECK

As an Alternative to Bid Bond, Bidder can provide Certified Check or Cashier's Check as follows

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of _____ (\$ _____) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **On-call Electrical Maintenance Services** ("Public Project").

The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Monterey Park within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder's Name: _____
Authorized Signature: _____
Name and Title: _____
Date: _____

ON-CALL ELECTRICAL MAINTENANCE SERVICES BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

Yes ☐ No ☐

2. If yes, explain the circumstances:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Bidder's Signature

INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2M
Business automobile liability	\$1M
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

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

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's consultant. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Date

Bidder

**MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF MONTEREY PARK AND
Contractor name**

(Awarded per Monterey Park Municipal Code Chapter 3.100)

**[CANNOT BE USED FOR CONSTRUCTION, RECONSTRUCTION,
ERECTION, ALTERATION, RENOVATION, IMPROVEMENT, DEMOLITION, REPAIR
WORK, PAINTING OR MAJOR REPAINTING]**

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY") and Contractor name, a type of organization, e.g., corporation, and state of incorporation ("CONTRACTOR").

The Parties agree as follows:

1. CONSIDERATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONTRACTOR for CONTRACTOR's services not to exceed a total of \$Click here to enter text. for the work. CITY will pay for work on the basis of the hourly rates and cost reimbursement rates as specified in the attached Exhibit "A," which is incorporated by reference.

2. TERM. The term of this Agreement will be from Click here to enter a date. to Click here to enter a date.. The Agreement may be renewed upon mutual consent of the parties by amending this Agreement.

3. SCOPE OF SERVICES.

- A. This Agreement may be used for "maintenance services" which include the following:

- i. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
 - ii. Minor repainting.
 - iii. Resurfacing of streets and highways at less than one inch.
 - iv. Landscape maintenance.
 - v. Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems and electrical transmission lines of 230,000 volts and higher.
 - vi. Carpentry, electrical, plumbing, glazing, and other craftwork;
- B. CONTRACTOR will perform the maintenance services listed in the attached Exhibit "B," which is incorporated by reference. The provisions contained in this Agreement supersede any conflicting provisions in Exhibit B.
- C. Maintenance services required by CITY will be provided on an as-needed basis with CITY determining and advising CONTRACTOR as to when specific services are required to be performed or completed by CONTRACTOR. Requests must be memorialized using a notice to proceed that may be in the form of a purchase order. The provisions contained in this Agreement supersede any conflicting provisions in a purchase order issued for maintenance services.
- D. CONTRACTOR will, in a workmanlike manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

4. PREVAILING WAGES.

- A. Pursuant to Labor Code § 1720, and as specified in 8 California Code of

Regulations § 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

- B. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
- C. CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
- D. Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:
 - i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
 - ii. When the number of apprentices in training in the area exceeds a ratio of one to five, or
 - iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
 - iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

- v. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
 - vi. CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.
 - vii. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

5. PAYMENTS.

- A. For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit a detailed invoice to CITY.
- B. CITY's city manager may make payments up to \$Click here to enter text. for special items of work not included in the project scope of work and services. Payments for special work will only be made after CITY issues a written notice to proceed for the specific special tasks. A written scope of work, an agreed upon additional fee, a schedule for starting and completing the special tasks, and an agreed upon extension of the time for performance, if needed to complete the special work, will be required before CITY issues a notice to proceed for special work. All special work will be subject to all other terms and provisions of this Agreement.

6. FAMILIARITY WITH WORK.

- A. By executing this Agreement, CONTRACTOR represents that

CONTRACTOR has

- i. Thoroughly investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform CITY of such fact and will not proceed except at CONTRACTOR's own risk until written instructions are received from CITY.

7. **INSURANCE.**

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

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$2M
Business automobile liability	\$1M
Workers compensation	Statutory requirement.

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will

not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

- C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- D. CONTRACTOR will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at CONTRACTOR's expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.

8. TIME FOR PERFORMANCE. CONTRACTOR will not perform any work under this Agreement until:

- A. CONTRACTOR furnishes proof of insurance as required under Section 7 of this Agreement; and
- B. CITY gives CONTRACTOR a written notice to proceed.
- C. Should CONTRACTOR begin work in advance of receiving written authorization to proceed, any such professional services are at CONTRACTOR's own risk.

9. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.

- B. CONTRACTOR may terminate this Agreement upon providing written notice to CITY at least thirty (30) days before the effective termination date.
- C. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- D. By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

10. INDEMNIFICATION.

- A. **CONTRACTOR indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONTRACTOR will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.**
- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

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

12. NOTICES.

- A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Such noticing does not include day-to-day communications between CITY's and CONTRACTOR's project managers. Notice sent by mail will be addressed as follows:

To CITY: [Click here to enter text.](#)

To CONTRACTOR: [Click here to enter text.](#)

- B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.
- C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

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

14. WAIVER. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

15. CONSTRUCTION. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

16. SEVERABLE. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

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

18. **WAIVER.** Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

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

20. **AUTHORITY/MODIFICATION.** This Agreement may be subject to and conditioned upon approval and ratification by the Monterey Park City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's city manager may execute any such amendment on behalf of CITY.

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

22. **EFFECT OF CONFLICT.** In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

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

24. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

25. **ENTIRE AGREEMENT.** This Agreement and its one attachment constitutes the sole agreement between CONTRACTOR and CITY respecting electrical maintenance services. To the extent that there are additional terms and conditions contained in Exhibit "A" that are not in conflict with this Agreement, those terms are incorporated as if

fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.

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

CITY OF MONTEREY PARK

[Click here to enter text.](#)

Ron Bow,
City Manager

ATTEST:

Vincent D. Chang
City Clerk

Taxpayer ID No. [Click here to enter text.](#)

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

By: _____
Karl H. Berger, Assistant City Attorney

EXHIBIT A

CITY OF MONTEREY PARK ON-CALL ELECTRICAL MAINTENANCE SERVICES

SPECIFICATIONS

I. OVERVIEW

The City of Monterey Park is soliciting proposals for electrical maintenance services from businesses that are licensed by the State of California as Class C-10 Electrical Contractor. The Contractor shall provide electrical maintenance services at City of Monterey Park facilities. Work includes new electrical installations as well as scheduled and unscheduled maintenance on an as-needed basis for the following types of facilities:

- Office Buildings Sites
- Recreation Facilities
- Water Pump Station Sites (11 sites)
- Water Storage Tank/Reservoirs Sites (13 sites)
- Well Sites (12 sites)
- Water Treatment Plants (5 sites)
- Flow Control Stations (3 sites)

II. TERM

The Contract is for 3 years with an option for a 2-year extension subject to consent by both parties. **The annual cost for this contract is \$100,000.**

For subsequent years of the Contract, the rate will be adjusted by the consumer price index (CPI) for all urban consumers as calculated by the United States Department of Labor, Bureau of Labor Statistics, for the Los Angeles-Riverside-Orange County area.

At any time, this agreement may be terminated by either party by giving written notice of such termination at least thirty (30) days prior to the date of termination.

III. COMPENSATION

The bidder shall specify in the Cost Schedule (Exhibit B) labor, material and equipment costs for Electrical Maintenance services.

The City shall pay the Contractor based on the detailed invoice that describes the services completed and materials used. Each invoice shall set out in reasonable detail the work each individual employee of the Contractor performed, the number of labor and equipment hours, materials and other expenses incurred, and the date(s) the work was performed. All rates will be according to the Cost Schedule in "Exhibit B."

Labor rates will be based on portal to portal with up to a maximum allowable travel time of **one-half hour each way**.

Prior to completing work for individual maintenance projects, Contractor will be asked to provide a cost estimate. Materials and parts required for the maintenance projects will be reimbursed based on actual costs with mark up as established in the Cost Schedule (Exhibit B).

IV. SCOPE OF WORK

1. The Contractor shall be responsible for all labor, equipment, transportation, materials, and supplies that are necessary to maintain, replace, and install existing and new electrical systems. This includes the provision of all replacement parts and components for electrical systems in accordance with original equipment manufacturer specifications, National Electric Code, Uniform Building Code, and County of Los Angeles and City Building and Fire Codes. Work will comply with requirements of the editions of the Manual on Uniform Traffic Control Devices (MUTCD).
2. The Contractor shall evaluate the electrical systems and determine the work necessary to achieve proper efficiency levels.
3. The services shall include expedited service calls, routine service calls, and emergency calls.
4. Examples of electrical services include:
 - Work on low voltage (480 Volts or less)
 - Work on medium voltage (2300 Volts)
 - Replace exterior or interior wiring, soft starters, variable-frequency drives (VFD's), motor controls, switch gears, fuses, electrical circuit boxes, etc.
 - Trouble shooting existing electrical wiring and appurtenances
 - New install or electrical wiring and appurtenances
 - Replacement of electrical systems
 - Provide technical support to City staff as needed
5. Contractor must own or have immediate access to equipment necessary to perform work to include but not limited to: crane to lift electrical motors or water pumps, aerial equipment such as man lift and boom truck to maintain street lights, park lights, and ball field lights.
6. Contractor shall be responsible for the security of his or her equipment and materials.
7. Clean up shall comply with all applicable Federal, State, and local laws and

regulations. Contractor shall, at all times, keep the worksite free from accumulation of waste materials, debris or rubbish caused by his or her employees.

8. Contractor shall dispose of all hazardous waste in accordance with all applicable federal, state and local laws and ordinances.
9. Work shall be in accordance with original equipment manufacturer specifications, California Electrical Code, California Building Code, and applicable County and City Building and Fire Codes. Replacement, removal, and installation services provided shall comply with and conform to all applicable Federal, State, and local regulations, laws and codes.
10. In case of conflict between the current version of the Standard Specifications for Public Works Construction (Green Book) and the Special Provisions, the Special Provisions shall take precedence. All work must comply with City Standards, American Water Works Association (AWWA) or Public Works Construction Book.
11. **All work shall be warranted for a minimum of one year for parts and labor.**

V. DELIVERY OF SERVICES

1. Contractor shall be able to respond to calls for service in an emergency. Contractor shall be able to respond (24) hours a day, (7) days a week, including weekends and holidays.
2. For emergency calls that are a matter of public safety, Contractor shall respond within one hour.
3. Contractor shall take all necessary precautions for the safety of employees and public at the work site. Safety equipment must be used at all time as deemed necessary by the job condition.
4. Contractor shall dispatch Journeyman and Apprentice Electricians for service calls. Contractor shall request City approval prior to employing any additional personnel. If additional personnel are necessary, they are to be Apprentice unless the service requires a Journeyman.
5. All Contractor personnel employed for a City project shall wear distinctive uniform clothing and identification.
6. Extra Work shall not be performed without prior City approval. Additional work will be charged base on the rates provided in the Cost Schedule.

EXHIBIT B
CITY OF MONTEREY PARK
ON-CALL ELECTRICAL MAINTENANCE SERVICES

COST SCHEDULE

ANNUAL CONTRACT COST IS \$100,000

Contractor's Name: _____

Item A. Electrician Labor Hourly Rates

	Straight Time	Overtime	Sunday & Holidays
Foreman	\$	\$	\$
Journeyman	\$	\$	\$
Apprentice	\$	\$	\$

Item B. Truck Charge

Truck Charge	\$	☐ Hour ☐ Day
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Item C. Mark up

Item	Percentage
Percentage markup for Materials/Parts above Contractor's cost	%
Percentage markup for Equipment Rental above Contractor's cost	%

The undersigned has carefully checked all of the above figures and understands that the City of Monterey Park, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Contractor	
Signature	Name (Print)
Title	Date

REFERENCES

The Contractor must list five active "Annual Contracts." Contract references must be either Government or Water Utility agency.

	Agency	Contact Person	Phone
1.			
2.			
3.			
4.			
5.			

EXHIBIT A
CITY OF MONTEREY PARK
ON-CALL ELECTRICAL MAINTENANCE SERVICES
SPECIFICATIONS

I. OVERVIEW

The City of Monterey Park is soliciting proposals for electrical maintenance services from businesses that are licensed by the State of California as Class C-10 Electrical Contractor. The Contractor shall provide electrical maintenance services at City of Monterey Park facilities. Work includes new electrical installations as well as scheduled and unscheduled maintenance on an as-needed basis for the following types of facilities:

- Office Buildings Sites
- Recreation Facilities
- Water Pump Station Sites (11 sites)
- Water Storage Tank/Reservoirs Sites (13 sites)
- Well Sites (12 sites)
- Water Treatment Plants (5 sites)
- Flow Control Stations (3 sites)

II. TERM

The Contract is for 3 years with an option for a 2-year extension subject to consent by both parties. **The annual cost for this contract is \$100,000.**

For subsequent years of the Contract, the rate will be adjusted by the consumer price index (CPI) for all urban consumers as calculated by the United States Department of Labor, Bureau of Labor Statistics, for the Los Angeles-Riverside-Orange County area.

At any time, this agreement may be terminated by either party by giving written notice of such termination at least thirty (30) days prior to the date of termination.

III. COMPENSATION

The bidder shall specify in the Cost Schedule (Exhibit B) labor, material and equipment costs for Electrical Maintenance services.

The City shall pay the Contractor based on the detailed invoice that describes the services completed and materials used. Each invoice shall set out in reasonable detail the work each individual employee of the Contractor performed, the number of labor and equipment hours, materials and other expenses incurred, and the date(s) the work was performed. All rates will be according to the Cost Schedule in "Exhibit B."

Labor rates will be based on portal to portal with up to a maximum allowable travel time of **one-half hour each way**.

Prior to completing work for individual maintenance projects, Contractor will be asked to provide a cost estimate. Materials and parts required for the maintenance projects will be reimbursed based on actual costs with mark up as established in the Cost Schedule (Exhibit B).

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1. The Contractor shall be responsible for all labor, equipment, transportation, materials, and supplies that are necessary to maintain, replace, and install existing and new electrical systems. This includes the provision of all replacement parts and components for electrical systems in accordance with original equipment manufacturer specifications, National Electric Code, Uniform Building Code, and County of Los Angeles and City Building and Fire Codes. Work will comply with requirements of the editions of the Manual on Uniform Traffic Control Devices (MUTCD).
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5. All Contractor personnel employed for a City project shall wear distinctive uniform clothing and identification.
6. Extra Work shall not be performed without prior City approval. Additional work will be charged base on the rates provided in the Cost Schedule.



City Council Staff Report

DATE: June 7, 2017

AGENDA ITEM NO: Council Communications
Agenda Item 7-A

TO: The Honorable Mayor and Members of the City Council
FROM: Mitchell Ing, Councilmember
SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK URGING ALL ELECTED OFFICIALS OF THE UNITED STATES CONGRESS TO CO-SPONSOR THE CHINESE AMERICAN WORLD WAR II VETERANS CONGRESSIONAL GOLD MEDAL ACT

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt a Resolution urging all elected officials of the United States Congress to co-sponsor the Chinese American World War II Veterans Congressional Gold Medal Act; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

House Foreign Affairs Committee Chairman Ed Royce (R-CA) and Rep. Ted Lieu (D-CA) introduced to both chambers of Congress on May 4, 2017, the Chinese American World War II Congressional Gold Medal Act (H.R. 2358). The bipartisan legislation recognizes the dedicated service of the Chinese American veterans of World War II and collectively awards them the Congressional Gold Medal.

The President pro tempore of the Senate and the Speaker of the House of Representative shall make appropriate arrangements for the award, on behalf of Congress, of a single gold medal of appropriate design to the Chinese American Veterans of World War II, in recognition of their dedicated service during World War II.

For the purposes of the award, the Secretary shall strike the gold medal with suitable emblems, devices, and inscriptions to be determined by the Secretary.

Following the award of the gold medal in honor of the Chinese American Veterans of World War II, the gold medal shall be given to the Smithsonian Institution, where it shall be available for display as appropriate and made available for research.

It is the sense of Congress that the Smithsonian Institution should make the gold medal received available for display elsewhere, particularly at other locations associated with the Chinese American Veterans of World War II or with World War II.

BACKGROUND:

The Chinese American WWII Veterans Congressional Gold Medal Bill is the result of a national campaign organized by the Chinese American Citizens Alliance (C.A.C.A.) known as the Chinese American WWII Veterans Recognition Project.

Started in December 2016, the project aims to celebrate the unrecognized Chinese American servicemen and women who volunteered or were drafted in WWII when the Chinese Exclusion Act was still in place.

In addition to awarding the veterans with a medal, the Chinese American Citizens Alliance is working on creating a public database that will carry the names of all Chinese Americans who served in the U.S. armed forces during WWII.

By the start of World War II in 1941, slightly more than 100,000 Chinese Americans had made a life for themselves in the United States. Chinese Americans faced major challenges, including discrimination, before the start of World War II due to laws such as the Chinese Exclusion Act, which limited the size of their population and their ability to build thriving communities. Nevertheless, and even with the Chinese Exclusion Act in place, almost 20,000 of these brave men and women served in the armed forces in every theater of battle and every branch of service, earning citations for their heroism and honorable service.

The Congressional Gold Medal is the highest civilian honor bestowed by Congress and has been awarded in recent years to other WWII units activists said have been overlooked, including Native American code talkers, the Monuments Men, and Filipino WWII Veterans.

The Congressional Gold Medal legislation must be co-sponsored by at least two thirds of the House of Representatives and at least two thirds of the United States Senate to be considered.

Respectfully submitted by:

Mitchell Ing
Councilmember

ATTACHMENT 1: Resolution

ATTACHMENT 1

Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY
PARK URGING ALL ELECTED OFFICIALS OF THE UNITED STATES
CONGRESS TO COSPONSOR THE CHINESE AMERICAN WORLD WAR II
VETERANS CONGRESSIONAL GOLD MEDAL ACT**

WHEREAS, U. S. Congressman Ed Royce of California introduced H. R. 2358 with 21 Original bipartisan Co-sponsors on May 4th, 2017;

WHEREAS, the 21 Co-sponsors included 8 House Representatives from California;

WHEREAS, U. S. Senator Tammy Duckworth of Illinois introduced S. 1050 with 2 Original bipartisan Co-sponsors also on May 4th, 2017;

WHEREAS, H.R. 2358 and S. 1050 are related bills and similar in language and content;

WHEREAS, twenty-five percent (25%) of the Chinese American community served in the United States Military during World War II in contrast to nine percent (9%) of the general American population who served during World War II;

WHEREAS, H.R. 2358 AND S. 1050, attached herein, authorizes the creation of a single gold medal to be awarded by Congress to the Chinese American Veterans of World War II, collectively, in recognition of their dedicated service during World War II;

WHEREAS, the gold medal, after the award, will be given to the Smithsonian Institution for display and to be made available for research;

WHEREAS, the City Council is proud that the American and Chinese World War II Memorial Monument located in Monterey Park is visited by many from various countries and states;

WHEREAS, Congressman Royce has attended several events conducted before this Monterey Park monument with residents from differing parts of the Southern California region;

WHEREAS, the City Council is proud that some Chinese American World War II Veterans and/or their families are residents of the City of Monterey Park;

WHEREAS, H.R. 2358 was initiated at the request of the Chinese American Citizens Alliance, Greater San Gabriel Valley lodge, which is based and holds its monthly meetings in Monterey Park, and of the Chinese American Citizens Alliance, Orange County, some members who were former Monterey Park residents;

NOW THEREFORE BE IT RESOLVED: the City Council of the City of Monterey Park respectfully requests that each United States Representative sign on as a Co-sponsor of H.R. 2358; and

That the City Council of the City of Monterey Park respectfully requests that each United States Senator sign on as a Co-sponsor of S. 1050; and

That the City Council of the City of Monterey Park respectfully requests Congress to award a gold medal to the Chinese American Veterans of World War II, collectively, in recognition of their dedicated service during World War II; and

Furthermore, the City Council of the City of Monterey Park directs the City Manager to immediately draft and send a five-signature letter to each committee of the United States Senate and of the House of Representatives urging each of their members to support the award of a Congressional gold medal by signing on as a Co-sponsor consistent with the intent herein and include a copy of this resolution therewith.

PASSED, APPROVED, AND ADOPTED this 7th day of June 2017.

Teresa Real Sebastian
Mayor
Monterey Park, California

ATTEST:

Vincent D. Chang, City Clerk
Monterey Park, California

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov



City Council

Peter Chan
Mitchell Ing
Stephen Lam
Hans Liang
Teresa Real Sebastian

City Clerk

Vincent D. Chang

City Treasurer

Joseph Leon

June 8, 2017

DATE: June 7, 2017

AGENDA ITEM NO: Council Communications
Agenda Item 7-B

The Honorable Ben Hueso
California State Senate, District 40
State Capitol Building, Room 4035
Sacramento, CA 95814

RE: SB 649, Wireless and Small Cell Telecommunications Facilities

Dear Senator Hueso:

The City of Monterey Park opposes your SB 649. This bill would literally strip cities of their local control over small cell facilities and require cities to allow by right placement of such facilities throughout cities without any control over aesthetics or environmental impacts. This bill would grant additional rights to an industry that has already been given more rights by federal and state governments than is necessary for the industry to operate competitively.

Your proposal strips away what was the right of cities to perform a discretionary review of applications for small cell facilities and makes the use allowed in all zones, including residential zones, by right. This results in cities being unable to review the environmental impacts of these facilities under the California Environmental Quality Act. Accordingly, issues such as aesthetics and safety concerns will receive no consideration whatsoever. This is a huge step backwards, particularly for communities that have been working to underground utilities for aesthetic purposes.

SB 649 also appears to turn a blind eye to amount of "small cell" and "associated equipment" that can be located in cities under the bill. It allows for virtually limitless construction of equipment that can be placed on public and private property. It also establishes no height limit on the unlimited number of antennas allowed under the bill.

Finally, while it is very troubling that SB 649 strips cities' ability to regulate what is placed in their right of ways, it is very disturbing that the bill would allow cell carriers to demand and the cities would be required to grant access to place small facilities at city halls, city parks, ballfields, etc. The preamble of the bill asserts that the matters covered by the bill are not of local concern. It is really unbelievable that Sacramento believes that how a city decides to allow construction on city property is not a local concern.

June 2, 2017

Page 2

For the above reasons, the City opposes SB 649.

Sincerely,

Teresa Real Sebastian,
Mayor

Cc: Honorable Ed Hernandez, State Senator, 22th District
Honorable Ed Chau, Assembly Member, 49th District

AGENDA ITEM NO. 7-C

STAFF REPORT TO FOLLOW