

**CITY OF MONTEREY PARK
THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR AGENCY OF
THE FORMER MONTEREY PARK REDEVELOPMENT AGENCY
AND THE HOUSING SUCCESSOR AGENCY AGENDA**

Final

**SPECIAL MEETING
MONTEREY PARK CITY HALL COUNCIL CHAMBERS
320 WEST NEWMARK AVENUE, MONTEREY PARK, CA 91754**

**Wednesday
August 8, 2012
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.**

Staff reports, writings, or other materials related to an item on this Agenda, which are distributed to the City Council/Agency Board less than 72 hours before this scheduled meeting shall be available for public inspection in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours. Such staff reports, writings, or other materials are also on the City's website subject to staff's ability to post the materials before the meeting. The City's website is located at <http://ci.monterey-prk.ca.us/home/index.asp>.

PUBLIC COMMENTS ON AGENDA ITEMS

Any member of the public wishing to address the City Council regarding any item on this Agenda will need to fill out a speaker card and then please return it to the City Clerk prior to the announcement of the Agenda Item.

Speakers are afforded five (5) minutes per individual on each published agenda item. The Public will be allowed consolidation with another speaker's time not to exceed two (2) minutes for each speaker wishing to forego his or her opportunity. However in the interest of ensuring that all members of the Public have an equal opportunity to participate, a single speaker cannot speak for more than ten (10) minutes on the individual Agenda item. In the event that there are a large number of speakers on a particular agenda item, the Council may in the interest of being able to timely conduct business reduce the amount of time allotted to each speaker and/or limit the total amount time allowed for speakers to address the agenda item. At the conclusion of that period of time, the speaker will be asked to please conclude their remarks so that the next speaker may begin their comments.

In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call City Hall, (626) 307-1359. Please notify the City Clerk's Office twenty-four hours prior to the meeting so that reasonable arrangements can be made to ensure availability of audio equipment for the hearing impaired. Council Chambers are wheelchair accessible.

Copies of staff reports and/or written documents pertaining to any item on the Agenda are on file in the Office of the City Clerk and are available for public inspection during regular business hours.

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

CALL TO ORDER	Mayor
FLAG SALUTE	The Monterey Park Fire Explorers
ROLL CALL	Mitchell Ing, David Lau, Teresa Real Sebastian, and Anthony Wong

- 1. AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION**
- 2. PRESENTATION: STRATEGIC PLAN UPDATE**

Items on the Consent Calendar are considered to be routine, ongoing business and will be enacted by one motion. There is no separate discussion on consent items unless a Council Member/Agency Member or citizen so requests, in which event the item is removed from the Consent Calendar and considered separately. Individuals wishing to address the City Council/Agency on any item must first complete a speaker card provided by the City Clerk and must return it to the City Clerk prior to the Council's/Agency's consideration of the Consent Calendar. The City Clerk will not accept cards after the item has been taken up. Time limit for individual comments is five minutes.

Consent Calendar – Approval By Minute Motion

(SA) CONSENT CALENDAR CONSISTS OF ITEMS 3 TO 5

3. (SA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

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

- (1) approve payment of warrants and adopt Resolution No. _____ of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **August 8, 2012 totaling \$515,469.75** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

4. (SA) MINUTES

Approval of Minutes from the regular meeting of June 20, 2012 of the Successor Agency to the former Monterey Park Redevelopment Agency.

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

- (1) approve the minutes from the Successor Agency to the former Monterey Park Redevelopment Agency regular meeting of June 20 2012; and
- (2) take such additional, related, action that may be desirable.

5. (SA) ATLANTIC TIMES SQUARE PROJECT AMENDED TOLLING AGREEMENT

Atlantic Times Square II, LLC and the former Redevelopment Agency entered into a tolling agreement in 2010 (amended in 2011) relating to the ongoing enforcement action by the Department of Labor Standards Enforcement ("DLSE"). Atlantic Times Square asked that the tolling agreement be updated to reflect the change in parties, i.e., the dissolution of the Redevelopment Agency and the Successor Agency's assumption of all obligations and liabilities. The draft tolling agreement does not alter any legal position of either party; it simply reflects the changes imposed by AB 1X 26.

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

- (1) Authorize the City Manager to execute the amended Tolling Agreement on behalf of the Successor Agency and present it to the Oversight Board for approval on August 17, 2012; and
- (2) take such additional, related, action that may be desirable.

(HSA) CONSENT CALENDAR CONSISTS OF ITEM 6

6. (HSA) MINUTES

Approval of Minutes from the regular meeting June 20, 2012 of the Housing Successor Agency to the former Monterey Park Redevelopment Agency Meeting.

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

- (1) approve the minutes from the Housing Successor Agency to the former Monterey Park Redevelopment Agency regular Meeting of June 20 2012; and
 - (2) take such additional, related, action that may be desirable.
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CITY CONSENT CALENDAR CONSISTS OF ITEMS 7 TO 13

7. RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council approve all disbursements.

Recommendations: It is recommended that the City Council

- (1) Approve payment of warrants and adopt Resolution No. _____ allowing certain claims and demands per Warrant Register dated **August 8, 2012** **Totaling \$2,023,651.23** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

8. ADOPT RESOLUTION NO. _____ AMENDING RESOLUTION NOS. 8584 AND 9921 IN THEIR ENTIRETY TO ESTABLISH THE MEANS OF MAYORAL ROTATION

On June 27, 2012, a Special Council Meeting was held in which the City Council appointed the Mayor and the Mayor Pro Tem in accordance with City Council policy established by Resolution Nos. 8584 and 9921. This Resolution will amend Resolution Nos. 8584 and 9921 in their entirety to clarify the means of mayoral rotation for future reorganizations.

Recommendations: It is recommended that the City Council

- (1) Adopt Resolution No. _____ amending Resolution Nos. 8584 and 9921 in their entirety to establish the means of mayoral rotation; and
- (2) take such additional, related, action that may be desirable.

9. MINUTES

Approval of Minutes from the City Council Regular Meetings of May 16, 2012, June 6, 2012, and June 20, 2012 and the Special Meetings of June 11, 2012 (adjourned special budget meeting), June 14, 2012, June 20, 2012, June 25, 2012 (adjourned special meeting), June 27, 2012, July 16, 2012 and July 18, 2012.

Recommendations: It is recommended that the City Council

- (1) approve the minutes from the City Council Regular Meetings of May 16, 2012, June 6, 2012, and June 20, 2012, and the Special Meetings of June 11, 2012 (adjourned special budget meeting), June 14, 2012, June 20, 2012, June 25, 2012 (adjourned special meeting), June 27, 2012, July 16, 2012 and July 18, 2012; and
- (2) take such additional, related, action that may be desirable.

10. ANNUAL RETIREMENT LEVY -- ADOPT RESOLUTION NO. _____ IDENTIFYING THE AMOUNT OF TAX REVENUE REQUIRED TO FULFILL THE VOTER'S INTENT IN FUNDING THE CITY'S RETIREMENT SYSTEM DURING FISCAL YEAR 2012-2013 AND AUTHORIZING THE LEVY OF APPROPRIATE TAXES

The City is annually required to establish a tax rate to generate the retirement property tax based on the assessed valuation established by the County Assessor's Office. Monterey Park's assessed valuation subject to the retirement levy for 2012-13 is approximately \$4.6 billion. The projected retirement tax revenue is approximately \$5.1 million for 2012-13. The revenue and monies from the General Fund transfer will be sufficient to fund the projected retirement costs of \$6.4 million for 2012-13. The City is required to submit a Resolution establishing the 2012-13 Retirement Tax Rate to the County before the end of August.

Recommendations: It is recommended that the City Council

- (1) Adopt Resolution No. _____ identifying the amount of tax revenue required to fulfill the voter's intent in funding the City's Retirement System during Fiscal Year 2012-2013 and authorizing the levy of appropriate taxes; and
- (2) take such additional, related, action that may be desirable.

11. CONTINUATION OF CONSIDERATION FOR ORDINANCE ADOPTIONS AT THE NEXT REGULAR COUNCIL MEETING OF AUGUST 15, 2012

ORDINANCE NO. _____ AMENDING ORDINANCE NO. 2091 BANNING SMOKING IN OUTDOOR PUBLIC AREAS

ORDINANCE NO. _____ TO RESCIND ORDINANCE NO. 2090 REGARDING THE TOWNE CENTER DEVELOPMENT AGREEMENT BETWEEN THE CITY AND MAGNUS SUNHILL GROUP, LLC

Recommendations: It is recommended that the City Council

- (1) Receive and file;
- (2) Schedule second reading and potential adoption for Ordinance Nos. _____ and _____ at the August 15, 2012 regular meeting; and
- (3) take such addition, related, action that may be desirable.

12. APPOINTMENT TO PLANNING COMMISSION, SEAT 1

Pursuant to Monterey Park Municipal Code § 2.64.010, Council Member David T. Lau nominated Tommy Tseng to the Planning Commission. If appointed by the City Council, Mr. Tseng would assume Seat No. 1 on the Commission. The Commission's responsibilities are listed in Monterey Park Municipal Code § 2.64.030.

Recommendations: It is recommended that the City Council

- (1) consider appointing an individual to Seat 1 on the Planning Commission; and
- (2) take such addition, related, action that may be desirable.

13. APPROVAL OF CONTRACT WITH WORLD JOURNAL LA, LLC, AS A CO-PRODUCER OF THE MONTEREY PARK 2013 LUNAR NEW YEAR FESTIVAL

The City's 15th Annual Lunar New will be held in 2013. The event will be located on East Garvey Avenue between Garfield and Nicholson Avenues. Staff is recommending entering into an agreement with World Journal LA, LLC to be a co-producer, along with the Business Improvement District Advisory Committee and the City of Monterey Park. Several meetings were held with World Journal, the Business Improvement District Advisory Committee and City staff to discuss the Lunar New Year Concept and the duties for each co-producer.

Recommendations: It is recommended that the City Council

- (1) authorize the City Manager to execute a contract, in a form approved by the City Attorney, with World Journal LA, LLC for co-production of the 2013 Lunar New Year Festival; and
- (2) take such additional, related, action that may be desirable.

14. ORAL AND WRITTEN COMMUNICATIONS

Communication by the Public is an important part of the Local Government Process. Per Monterey Park Municipal Code Section 2.04.030, Oral and Written Communications from the public is to take place immediately following Consent Calendar Business. Any individual wishing to address the Council under Oral and Written Communications needs to complete a Speaker Card provided by the City Clerk and then please return it the City Clerk prior to the City Council taking up this item.

The City Clerk will call members of the public that have submitted speaker cards. The City Clerk will call the public in the same order that the speaker cards are received except that the Clerk may group and present the speaker cards by first calling all persons in favor of an issue and all persons opposed, and finally those with neutral comments.

PUBLIC HEARING

15. WEED ABATEMENT CHARGE LIST RESOLUTION NO. _____ CONFIRMING THE ITEMIZED WEED ABATEMENT CHARGE LIST OF WEED ABATEMENT COSTS AND DIRECTING THE LOS ANGELES COUNTY AGRICULTURAL COMMISSIONER TO COLLECT THESE COSTS THROUGH PROPERTY TAX BILLINGS

At the regular Council meeting on February 1, 2012, the City Council adopted Resolution No. 11465 declaring that weeds growing upon and in front of certain properties in the City are a public nuisance and its intention to provide for the abatement thereof. At the regular Council Meeting on February 15, 2012, the City Council held a protest hearing and subsequently approved the weed abatement declaration list as posted by the County.

Recommendations: It is recommended that the City Council

- (1) Open public hearing, take documentary and oral evidence, close public hearing;
- (2) After considering the evidence, adopt Resolution No. ____ confirming the itemized weed abatement charge list of weed abatement costs and directing the Los Angeles County Agricultural Commissioner to collect these costs

through property tax billings; and

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

NEW BUSINESS

16. FISCAL YEAR 2012-2013 ANNUAL BUDGET:

ADOPTION OF RESOLUTION NO. _____, ADOPTION OF RESOLUTION NO. _____ OF THE SUCCESSOR AGENCY TO THE FORMER MONTEREY PARK REDEVELOPMENT AGENCY, AND ADOPTION OF RESOLUTION NO. _____ OF THE HOUSING SUCCESSOR AGENCY TO THE FORMER MONTEREY PARK REDEVELOPMENT AGENCY ADOPTING THE FISCAL YEAR 2012-2013 FINAL OPERATING BUDGET FOR THE CITY OF MONTEREY PARK, THE SUCCESSOR AGENCY, AND HOUSING SUCCESSOR AGENCY AND ADOPTING THE FISCAL YEAR 2012-2013 CAPITAL IMPROVEMENT BUDGET

With a balanced General Fund budget, City staff will implement various programs and projects that significantly improve services to the citizens and the community. These efforts are consistent with the City Mission Statement and the City Council's priorities and policy direction.

Recommendations: It is recommended that the City Council

- (1) Adopt Resolution No. _____ of the City Council, the City Council Acting on behalf of the Successor Agency, and the City Council acting on behalf of the Housing Successor Agency adopting the Fiscal Year 2012-2013 Final Operating Budget for the City of Monterey Park, the Successor Agency, and Housing Successor Agency and adopting the Fiscal Year 2012-2013 Capital Improvement Budget and;
- (2) take such addition, related, action that may be desirable.

17. VACANCY OF CITY COUNCIL POSITION

ADOPT RESOLUTION NO. _____ APPOINTING AN ELIGIBLE ELECTOR TO THE CITY COUNCIL IN ACCORDANCE WITH GOVERNMENT CODE § 36512(B) TO SERVE UNTIL 2013.

On June 11, 2012, the City Clerk's office received a letter of resignation from former Council Member Betty Tom Chu creating a vacancy on the City Council. The term of office for the vacant position ends March 5, 2013. Government Code § 36512 provides that, within 60 days of June 11th, the City Council may appoint an eligible elector to fill the vacancy. The person must be an eligible elector, i.e., a person must be a City resident and be eligible to vote. Persons appointed to office would serve for the remainder of the term (March 5, 2013). Note, that if only three Council Members are present to vote, two affirmative votes for an individual will appoint the person to office.

Recommendations: It is recommended that the City Council

- (1) Consider whether to adopt Resolution No. _____ appointing an eligible elector to the City Council in accordance with Government Code § 36512(B) to serve until 2013.; and
- (2) take such addition, related, action that may be desirable.

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Possible cancellation or rescheduling of the September 5, 2012 Council Meeting due to the League of California Cities Conference.

Discussion and possible action regarding the San Gabriel Valley Council of Governments – issues and the city's participation in the organization. (Requested by Vice Mayor Real Sebastian)

- (1) Consider whether to direct staff to send a letter to the San Gabriel Valley Council of Government confirming the City of Monterey Park's continued participation; and
- (2) take such addition, related, action that may be desirable.

Council communications and committee reports from Council Representatives of specific organizations

CLOSED SESSION

None.

ADJOURN

CITY OF MONTEREY PARK
SIX-MONTH STRATEGIC OBJECTIVES

May 8, 2012 - November 1, 2012

Agenda Item 2

(A.) THREE-YEAR GOAL: *IMPROVE ORGANIZATIONAL EFFECTIVENESS AND EFFICIENCY, INCLUDING ATTRACTING AND RETAINING QUALITY EMPLOYEES*

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. May 31, 2012 and at least quarterly thereafter	City Manager	Provide an open forum/discussion (e.g., brown bag lunch) to provide regular opportunities for employees to discuss their concerns and issues, to gain trust and to improve employer/employee relations	X			Quarterly occurrence. May 30 th already taken place, another one will be scheduled for early summer
2. July 1, 2012	HR Director, with input from operating departments	Develop a Training Program for improving employee skills and loss prevention/risk management and present to the City Manager and City Council.		X		Have recently conducted: • OSHA Training • Supervisory Training • Risk Assessment • Contractual Risk Transfer Coming within the next few weeks: • Diversity Training • Works Comp Training
3. Oct. 1, 2012	HR Director – lead, working with the Police Chief, Fire Chief, Financial Services Mgr., Recreation and Community Services Dir.	Recommend to the City Manager for approval additional ways to recognize employees' and volunteers' contributions		X		Volunteer Recognition Picnic is tentatively scheduled for September 15, 2012.
4. Oct. 1, 2012	Community Development Dir. - lead, working with the Building Official, Fire Chief, Public Works Dir. (Water Division)	Create a flow chart for improving the permit process by all relevant departments and distribute to the City Council.		X		

(A.) THREE-YEAR GOAL: *IMPROVE ORGANIZATIONAL EFFECTIVENESS AND EFFICIENCY, INCLUDING ATTRACTING AND RETAINING QUALITY EMPLOYEES*

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
5. Nov. 1, 2012	Recreation and Community Services Dir., working with the Dep. City Clerk	Revamp and upgrade the city's website.		X		Pending Budget Approvals
6. Nov. 1, 2012	City Manager, Economic Development Consultant, H.R. Director	Will Develop a Plan to rebuild the City's Economic Development Program and hire a new Economic Development Director.		X		

(B.) THREE-YEAR GOAL: *ACHIEVE FINANCIAL STABILITY*

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the September 19, 2012 City Council meeting	Financial Services Mgr., working with the Financial Rate Consultant	Present to the City Council for action a Financial Rate Study and implementation date.			X	Final Draft Report has been received. Should be presented to City Council in September.
2. July 31, 2012	Economic Development Specialist – lead, City Mgr., Mayor	Develop and implement a meeting with businesses on how to improve their businesses and to get feedback on how the city can improve its service to businesses.		X		
3. Aug. 1, 2012	City Manager	Present to the City Council status report identifying the availability of grants for the city.		X		
4. By the Sept. 19, 2012 City Council meeting	City Clerk – lead, City Mgr., Library Director	Develop an Information Resource Plan for residents, visitors and potential and existing businesses in our city and present to the City Council for direction.		X		
5. Nov. 1, 2012	HR Dir. – lead, Financial Services Mgr., City Mgr.	Develop a third party OPEB Trust to earn financial stability and ensure employee future benefits guarantee for presentation to the City Council for action in December 2012.		X		Conducting informational meetings with City's Financial Services Providers
6. Nov. 1, 2012	Community Development Director & Public Works Director	Will review our building codes and requirements and present to the City Council a report on "required" versus "discretionary" codes which may deter businesses from developing in Monterey Park.		X		

(C.) THREE-YEAR GOAL: *IMPROVE COMMUNITY-WIDE BEAUTIFICATION*

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Beginning May 8, 2012 and ongoing	City Mgr., working with all city employees	Remove all illegal signs from public and private properties within 24 hours of observation.	X			Ongoing, but good progress is being made.
2. June 30, 2012	Public Works Dir.	Complete installation of the wayfinding signs.	X			New signs installed; working on removing old ones.
3. Sept. 30, 2012	Police Chief	Seek public input and recommend to the City Council for action a plan to address parking of large commercial and recreational vehicles on city streets.		X		Police Chief held first parking meeting July 24, 2012 to gather input.
4. At the Oct. 17, 2012 City Council meeting	Public Works Dir. – lead, City Mgr., Council member Teresa Real Sebastian, with community input	Recommend to the City Council for action a proposal for naming destination districts in the city.		X		
5. Nov. 1, 2012	Recreation and Community Services Dir. and Council member Teresa Real Sebastian	Develop a quarterly Volunteer Clean-up Program and implement two clean-ups.		X		
6. Nov. 1, 2012	Public Works Dir. - lead, Police Chief, Recreation and Community Services Dir.	Research the feasibility and availability of grants for bicycle transportation, a community garden and a dog park and report the results to the City Council.		X		
7. Nov. 1, 2012	Public Works Dir.	Ensure that new trash cans and sidewalk benches are installed in the downtown and at all bus stops throughout the city.		X		
8. Nov. 1, 2012	Community Development Director	Complete renovation of housing on Chandler Street		X		New bus stops installed, new benches/trash cans ordered for downtown.
9. Nov. 1, 2012	Public Works Dir. and the Recreation and Community Services Dir.	Complete the new monument signs and surrounding landscaping at all city parks.		X		RFP quotes have been received. Award of contract should be in August.

(D) THREE-YEAR GOAL: <i>COMPLETE TOWNE CENTRE AND MARKET PLACE</i>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. May 31, 2012	City Mgr., working with the Economic Development consultant	Present to the City Council for action the development agreement for Towne Centre.		X		Still pending issues.
2. May 31, 2012	City Mgr., working with the Economic Development consultant and City Council members	Attend the ICSC (International Council of Shopping Centers) and help recruit and attract national retail tenants for the Towne Centre and Market Place and other areas of the city.	X			
3. Aug. 1, 2012	City Mgr., working with the Economic Development consultant	Bring the concept of 'sub-committee' to the City Council for either elimination or continuation.	X			Sub-committees eliminated due to Council resignation. Now have individual Council participation as needed.
4. Oct. 1, 2012	City Mgr. and Community Development Dir., working with the Economic Development consultant	Present to the City Council for review the Performance and Construction Schedule for Towne Centre.		X		Still pending issues.
5. Oct. 1, 2012	City Mgr., working with the Economic Development consultant	Investigate with the developers of Towne Centre the concept of live/work units as a possible addition to Towne Centre development plans and present the results to the City Council.		X		Still pending issues.
6. Oct. 1, 2012	City Mgr. and Community Development Dir., working with the Economic Development consultant	Investigate sites to build a hotel close to Towne Centre to help facilitate Town Centre's attraction of national tenants and report results to the City Council.		X		Still pending issues.
7. Nov. 1, 2012	City Mgr., Economic Development consultant and Market Place developer	Facilitate the completion of the Caltrans land exchange for Market Place.	X			California Transportation Commission approved transfer on May 23, 2012
8. Sept. 1, 2012	City Mgr., working with the Economic Development consultant and the Market Place developer	Facilitate completion of the Edison Easement modifications for Market Place.		X		
9. Nov. 1, 2012	Community Development Dir., working with the Economic Development consultant	Present to the Planning Commission the Precise Plan, tentative map and the Development Agreement for Market Place.		X		

Staff Report City of Monterey Park

August 8, 2012

To: Paul Talbot, City Manager

From: Annie Yaung, CPFO, Financial Services Manager

Subject: Warrant Register for Successor Agency to the Former Community
Redevelopment Agency of August 8, 2012

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.

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 48-54 (SA).

Fiscal Impact

Disbursements from all SA funds total \$515,469.75.

Recommendation

Adopt SA Resolutions approving payment of warrants.

By: _____

Annie Yaung, CPFO
Financial Services Manager

Approval: _____

Paul Talbot
City Manager

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 ~~3rd~~ DAY OF AUGUST 2012
TOTALING \$515,469.75 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID**

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

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

Atlantic/Garvey Projects	\$ 261,111.85
Merged Project Projects	254,357.90
Total	<u>\$ 515,469.75</u>

PASSED, APPROVED AND ADOPTED THE ~~8th~~ DAY OF AUGUST 2012.

Mitchell Ing
City of Monterey Park,
California

ATTEST:

David M. Barron, CMC, 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 4th day of August 2012 by the following vote.

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

David M. Barron, CMC, City Clerk
 City of Monterey Park,
 California

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 08/08/2012

4

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CITY OF MONTEREY PARK	0860-801-1203-44150	245,000.00	PENSION OVERRIDE		48	
	0870-801-1203-44150	245,000.00	PENSION OVERRIDE		48	
						490,000.00
LA CORP CENTER OWNERS ASSO	0870-801-1203-38100	2,565.00	6/12 ASSO. DUES-CORP.CENTER		49	
						2,565.00
NATIONAL CONSTRUCTION RENTALS	0870-801-1203-38100	75.06	FENCE RENTAL-540 W.GARVEY		50	
	0870-801-1203-38100	66.06	FENCE RENTAL-540 W.GARVEY		50	
	0870-801-1203-38100	66.06	FENCE RENTAL-540 W.GARVEY		50	
						207.18
ND ELECTRICAL CONSTRUCTION, INC.	0860-801-5001-91909	9,519.35	BUS SHELTERS & SIGNS	69502	51	
						9,519.35
PAUL, PLEVIN, SULLIVAN & CONNAUGHTON	0870-801-1203-31600	748.22	LEGAL-ATLANTIC TIME SQUARE		52	
						748.22
ROSENOW SPEVACEK GROUP INC	0860-801-1203-31950	4,362.50	SUCCESSOR AGENCY TRANSITION	69593	53	
	0860-801-1203-31950	1,330.00	SUCCESSOR AGENCY TRANSITION	69593	53	
	0870-801-1203-31950	4,062.50	SUCCESSOR AGENCY TRANSITION	69593	53	
	0870-801-1203-31950	525.00	SUCCESSOR AGENCY TRANSITION	69593	53	
	0870-801-1203-31950	350.00	SUCCESSOR AGENCY TRANSITION	69593	53	
						10,630.00
URBAN FUTURES INC	0860-801-1203-31950	900.00	PASS THROUGH REPORT SERVICE		54	
	0870-801-1203-31950	900.00	PASS THROUGH REPORT SERVICE		54	
						1,800.00
TOTAL FOR PRINTED WARRANTS						515,469.75

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 08/28/2012

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TOTAL FOR PREPAID WARRANTS	0.00
TOTAL FOR PRINTED WARRANTS	515,469.75
TOTAL WARRANTS	515,469.75
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	0
TOTAL CHECKS PRINTED	7
TOTAL CHECKS ISSUED	7

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 08/09/2012
FUND SUMMARY

6

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	0.00	261,111.85	261,111.85
0870	MERGED CAPITAL PROJECTS	0.00	254,357.90	254,357.90
	TOTAL	0.00	515,469.75	515,469.75

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 4 (SA)

DATE: August 8, 2012

TO: Paul Talbot, City Manager
FROM: David M. Barron, City Clerk
SUBJECT: Successor Agency (SA) Minutes

Attached are minutes for approval by City Council for the following meetings:

- June 20, 2012

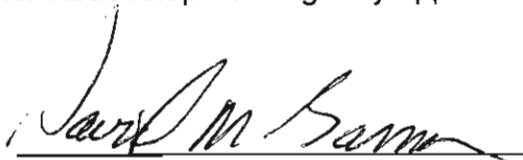
FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended that the City Council acting on behalf Successor Agency to the former Redevelopment Agency approved the minutes.

By:



David M. Barron
City Clerk (E)

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
JUNE 20, 2012**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, June 20, 2012 at 7:00 p.m.

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

CALL TO ORDER:

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

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute.

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Wong, Real Sebastian, Ing, Lau

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, City Attorney Hensley, City Treasurer Leon, Police Chief Smith, Director of Community Development Basham, Director of Public Works Saykali, Director of Human Resources Cody, Fire Chief Birrell, Financial Services Manager Yaung, Interim City Librarian Arvizu, Economic Development Consultant Chet Yoshizaki

1. AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

None

2. PRESENTATION: None.

(SA) CONSENT CALENDAR CONSISTS OF ITEM 3 to 5

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

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted Item Nos. 3 - 5, and reading resolutions and ordinances by title only and waiving further reading thereof.

MISSION STATEMENT

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

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

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

3. (SA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted **Resolution No. SA-12**, on Consent Calendar.

Resolution No. SA-12, entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MONTEREY PARK REDEVELOPMENT AGENCY ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **JUNE 20, 2012 TOTALING \$11,407.12** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

4. (SA) INVESTMENT REPORT AS OF MAY 2012

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

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency received and filed the investment report as of May 2012, on Consent Calendar.

5. (SA) MINUTES

Approval of Minutes from the Special Meetings of June 4, 2012 budget meeting, June 6, 2012 Meeting, and June 11, 2012 adjourned meeting of the Successor Agency to the former Monterey Park Redevelopment Agency Meeting.

Action Taken: The City Council approved the minutes from the Successor Agency to the former Monterey Park Redevelopment Agency Special Meetings of June 4, 2012, June 6, 2012 and June 11, 2012.

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

Staff Report

City of Monterey Park Successor Agency

DATE: August 8, 2012

TO: Mayor
Mayor pro tem
Councilmembers

FROM: Karl H. Berger, Deputy City Attorney

SUBJECT: Atlantic Times Square Project
Amended Tolling Agreement

BACKGROUND

As you know, on November 17, 2004, the Monterey Park Redevelopment Agency ("RDA") and Atlantic Times Square II, LLC (the "Developer") entered into a disposition and development agreement ("DDA") to develop a mixed-use development along Atlantic Boulevard. The development – dubbed the Atlantic Times Square project (the "Project") – includes residential units and a shopping center.

As initially conceived, the Parties agreed in the DDA that the Project was a public work, subsidized in part by public funds. The DDA provided that the RDA would partially subsidize the Project by selling Developer two parcels of land for \$1 each. Consequently, all initial work on the Project including, among other things, clearing the property and performing hazardous materials testing and remediation, was performed as if the Project were a public work subject to payment of prevailing wages under the Labor Code.

When the Developer solicited bids for additional work on the Project, the bids were substantially higher than anticipated and rendered continuation of the Project under the then existing DDA financially infeasible. Consequently, the Parties renegotiated the transaction in 2007 and executed a Second Amendment to the DDA on June 29, 2007 ("Second Amendment").

The Second Amendment converted public assistance that the RDA previously provided to the Developer into a market rate loan of up to \$8 million. The Parties intended and believed that by eliminating all public subsidies from the Project

and converting previous subsidies into a market-rate loan, the Project would not be considered a public work under the Labor Code. The Parties were concerned, however, that because the Project was initially considered a public work, the Department of Industrial Relations (which is responsible for interpreting prevailing wage laws) might conclude that the Project could not be converted to a non-public works project. To address this issue, the Parties included a “fall-back provision” in the Second Amendment providing that the Project would convert to a public work – subject to payment of prevailing wages – if the DIR or a court concluded that the Project was a public work (“Reinstatement Event”). Should a Reinstatement Event occur, the Second Amendment included language suggesting that the RDA was obligated to provide millions of dollars of additional subsidies to the Developer.

In accordance with the terms of the Second Amendment, the Developer submitted a request with the Department of Industrial Relations (“DIR”) on August 27, 2007. That filing asked the DIR to issue a prevailing wage coverage determination to confirm that the Second Amendment effectively rendered the Project private and not a public work.

On June 15, 2010, the DIR issued the determination and concluded that the Project is a public work (the “Determination”). After an administrative appeal by the RDA and the Developer, the DIR affirmed the Determination on August 26, 2011. The Parties subsequently filed suit (the “Lawsuit”) on October 20, 2011 (*Atlantic Times Square, LLC v. California Department Of Industrial Relations*, LASC Case No. BC134212).

Since the DIR issued the Determination, the RDA and Developer have disputed the amount of public subsidies owed under the Second Amendment. Complicating matters is a pending enforcement action by the Division of Labor Standards Enforcement (“DLSE”)¹ against the RDA and the Developer for unpaid prevailing wages on the Project (the “Enforcement Action”).

In an attempt to settle matters both between themselves and with the DLSE, the Parties entered into a tolling agreement on June 24, 2010 (the “Tolling Agreement”). The Tolling Agreement suspends the statute of limitations for any dispute involving the DDA as between the RDA and the Developer. It has also allowed the Parties to work together in appealing the Determination, fighting the Enforcement Action, and filing the Lawsuit. The Tolling Agreement was subsequently amended in September 2011 to allow the Parties to file the Lawsuit.

On February 1, 2012, the RDA dissolved. In accordance with AB 1X 26, the Successor Agency (“SA”) assumed all of the RDA’s obligations and liabilities. In

¹ The DLSE is the enforcement division of the DIR.

an abundance of caution, however, the Developer requested that the Tolling Agreement be amended to include the SA as a party to the Agreement. Approving these changes will not have any real legal effect; it is simply a change in name with some additional clarifications in language.

If approved by the SA, this will be brought to the Oversight Board for approval on August 17, 2012. The Developer is aware of this process.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the SA authorize the City Manager to execute the amended Tolling Agreement on behalf of the SA and present it to the Oversight Board for approval on August 17, 2012.



Karl H. Berger,
Deputy City Attorney

Attachments: Tolling Agreement dated June 24, 2010
Amended Tolling Agreement dated September 2011
Draft amended Tolling Agreement

AMENDED TOLLING AGREEMENT

This Amended Tolling Agreement ("Agreement") is made and entered into as of July 20, 2012 between (a) the City of Monterey Park, acting on behalf of the successor agency to the Monterey Park Redevelopment Agency ("Successor Agency"), on the one hand, and (b) Atlantic Times Square II, LLC ("Developer"), on the other hand, with reference to the following facts:

RECITALS

A. WHEREAS, on or about November 17, 2004, the Monterey Park Redevelopment Agency ("Agency") and Atlantic Times Square, LLC ("Original Developer") entered into that certain Disposition and Development Agreement ("Original DDA");

B. WHEREAS, on or about January 11, 2007, Original Developer and Developer entered into that certain Assignment and Assumption of Disposition and Development Agreement, with the Agency's consent, whereby the Original Developer transferred all of its interest in and rights under the Original DDA to Developer;

C. WHEREAS on or about January 12, 2007, Agency and Developer entered into that certain First Amendment to Disposition and Development Agreement ("First Amendment");

D. WHEREAS on or about June 6, 2007, Agency and Developer entered into that certain Second Amendment to Disposition and Development Agreement ("Second Amendment") (hereinafter, the Original DDA, as amended by the First Amendment and the Second Amendment, will be referred to, collectively, as the "DDA");

E. WHEREAS on August 26, 2011, the State of California Department of Industrial Relations ("DIR") issued a Decision on Administrative Appeal ("Decision") to the effect that the "Project" (as defined in the Decision) is a "public works" as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code and, therefore, the requirements of California Labor Code Section 1720 *et seq.* (including, without limitation, the requirement of California Labor Code Section 1771 that prevailing wages be paid by contractors and subcontractors) apply;

F. WHEREAS the parties acknowledge and agree that, unless otherwise reversed by a final, non-appealable decision from a court of competent jurisdiction, the "Reinstatement Event" (as defined in the DDA) occurred before the "Reinstatement Event Deadline" (as defined in the DDA) as a result of the DIR's issuance of the Decision on August 26, 2011;

G. WHEREAS the parties dispute certain provisions of the DDA that are triggered if a Reinstatement Event occurs before the Reinstatement Event Deadline;

H. WHEREAS the State of California Department of Industrial Relations Division of Labor Standards and Enforcement ("DLSE") issued various Civil Wage and Penalty Assessments ("CWPAs") as a result of the determination that the "Project" is a "public works";

I. WHEREAS Developer and Agency decided to file a petition for writ of mandate further appealing the Decision while also engaging in settlement negotiations with DLSE to resolve the CWPAs, subject to the terms and conditions below without the need to prosecute or defend a lawsuit between the parties during the pendency of such appeal and settlement negotiations;

J. WHEREAS as of February 1, 2012, the Agency ceased to exist in accordance with AB X1 26, the City of Monterey Park opted to assume responsibility for operating on behalf of the Successor Agency, and the Successor Agency may take certain actions, in accordance with AB X1 26, including, without limitation, continuing the appeal and settlement negotiations with DLSE and settlement negotiations with Developer;

K. WHEREAS the parties wish to continue with the appeal and settlement negotiations with DLSE as well as settlement negotiations with each other concerning their dispute;

AGREEMENT

NOW, THEREFORE, in consideration of the parties entering into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby acknowledge and agree as follows:

1. The parties hereby affirm, adopt and ratify the Tolling Agreement entered into by Agency and Developer dated September 2011, and extend the tolling period thereunder to August 26, 2015. To that end, the parties acknowledge and agree that any and all statutes of limitations or deadlines (including, without limitation, any and all deadlines under the DDA, or the California Government Claims Act (Cal Govt. Code §§ 810 *et seq.*), or the City of Monterey Park and/or Successor Agency code, regulations, ordinances, etc., or AB X1 26), continue to remain tolled from August 26, 2011 through and including August 26, 2015, which are, or may be, applicable to any and all claims which may be asserted by Developer or the Successor Agency against each other relating to, arising out of, or in connection with the DDA. No time which elapses during this tolling period may be asserted or relied upon by Developer or the Successor Agency in computing the running of time for purposes of any statute of limitations, deadlines, laches, or any other time-related limitation or defense with respect to any and all claims asserted by Developer or the Successor Agency to, arising out of, or in connection with the DDA. Except as provided in the foregoing, each party retains the right to otherwise assert any defense in any action that might be brought concerning the DDA.

The tolling only applies to statute of limitations or deadlines applicable to the assertion of any breach or the filing any claims, not the performance of any obligations under the DDA. Accordingly, nothing in this Agreement shall be construed as tolling, excusing or relieving the parties from timely performing their obligations under the DDA.

2. Parties hereby acknowledge and agree that the "Reinstatement Event" (as defined in the DDA) occurred on August 26, 2011, prior to the "Reinstatement Event Deadline" (as defined in the DDA). Unless reversed by a final, non-appealable decision of a court of competent jurisdiction, the "Reinstatement Event" (as defined in the DDA) conclusively occurred before the "Reinstatement Event Deadline."

Neither filing of an appeal of the Decision to the Superior Court of California or other appellate body nor withdrawal or settlement of such appeal shall alter or have any effect whatsoever on the fact that the "Reinstatement Event" (as defined in the DDA) has occurred conclusively, and irrevocably, on August 26, 2011, prior to the "Reinstatement Event Deadline" (as defined in the DDA). Accordingly, the parties hereby acknowledge and agree that either Developer or the Successor Agency is immediately entitled to exercise any and all rights and pursue any and all claims and remedies based on the "Reinstatement Event" (as defined in the DDA) occurring prior to the "Reinstatement Event Deadline" (as defined in the DDA), regardless whether the Decision is appealed to the Superior Court of California or other appellate body or whether such appeal is subsequently withdrawn or settled by either party. To that end, the parties acknowledge and agree that (a) Developer is entitled to file a lawsuit against the Successor Agency or serve a notice of default on the Successor Agency at any time for any claims under the DDA, including, without limitation, a claim for failure to provide the full assistance to the Developer required under the DDA, regardless of whether an appeal of the Decision has been filed, remains pending, or is withdrawn or settled by either party, and (b) the Successor Agency is entitled to file a lawsuit or serve a notice of default on Developer at any time for any claims under the DDA, regardless of whether an appeal of the Decision has been filed, remains pending, or is withdrawn or settled by either party. Nothing in this Agreement shall be deemed to prohibit either the Successor Agency or Developer from serving any notice of default or filing an action at any time prior to August 26, 2015. In the event that either the Successor Agency or Developer serves such notice of default or files such action prior to August 26, 2015, the tolling period shall terminate on the date of service of such notice of default or filing of such action instead of August 26, 2015 without further action of the parties.

3. Nothing in this Agreement shall be construed in any way as a waiver of any of the Successor Agency's or Developer's rights and remedies under the DDA, at law, or in equity. The parties hereby acknowledge and agree that the Successor Agency and Developer are hereby reserving all rights and remedies including, without limitation, all defenses (except as otherwise set forth in paragraph 1 hereinabove) related to the DDA.

Nothing in this agreement shall be construed as reviving any claims, causes of action, or rights which otherwise lapsed or expired prior to August 26, 2011.

4. Notwithstanding anything to the contrary in the DDA or this Agreement, the parties acknowledge and agree that either Developer or the Successor Agency shall have the sole and absolute right to unilaterally withdraw the appeal of the Determination from any adjudicative body (including, without limitation, the Superior Court of the State of California or any other appellate body) at any time, for any reason or no reason, without the consent of the other party. In the event that either the Successor Agency or Developer unilaterally withdraws the appeal of the Determination prior to August 26, 2015, the tolling period shall terminate on the date of the withdrawal of the appeal instead of August 26, 2015 without further action of the parties. In the event that the Successor Agency and Developer jointly withdraw the appeal of the Determination, however, the tolling period shall not terminate but shall continue unless terminated in accordance with other provision of this Agreement.

5. This Agreement is a separate tolling agreement from the Tolling Agreement dated June 24, 2010 signed by Developer and the Monterey Park Redevelopment Agency. This Agreement is not intended to override or modify, and does not override or modify, the Tolling Agreement dated June 24, 2010 signed by Developer and Monterey Park Redevelopment Agency. The Successor Agency hereby reaffirms, as successor in interest, the June 24, 2010 Tolling Agreement.

6. The parties acknowledge and agree that this Agreement contains the sole and entire agreement and understanding of the parties with respect to the subject matter hereof. The parties acknowledge and agree that no other agreement or representation, whether written, oral, express or implied, other than those expressly contained in this Agreement, exists or shall be deemed to exist with respect to the subject matter set forth in this Agreement.

7. This Agreement may be extended, modified, or amended only by a written instrument executed by each of the parties.

8. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California without regard to conflict of law principles.

9. Each person signing this Agreement represents and warrants that it, he or she has the full authority to do so. Without limiting the foregoing, the Successor Agency hereby represents and warrants that it approved this Agreement and complied with all required procedures to render it effective under applicable law including, without limitation, presenting the Agreement to the Oversight Board appointed to oversee the dissolution of the Monterey Park Redevelopment Agency for approval. The Oversight Board approved the Agreement on August 17, 2012. Accordingly, the Successor Agency believes that this Agreement is legally effective as of the date of executing this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

Each party acknowledges and declares that it, he or she has read this Agreement, knows and understands its contents, and fully understands its terms and effect. Each party further acknowledges that it, he or she has had the opportunity to consult with

counsel in the negotiation and execution of this Agreement and enters into it fully, knowingly and voluntarily.

10. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under any law applicable to the terms hereof, then the remainder of this Agreement shall not be affected thereby.

11. The parties acknowledge and agree that each has participated in the negotiation and drafting of this Agreement and that in the event that any part of this Agreement is determined to be ambiguous, such ambiguity shall not be interpreted in favor of or against either party on the basis of who negotiated or drafted the ambiguous provision.

12. The parties hereby agree that this Agreement may be executed in one or more counterparts, each of which shall constitute part of one and the same document, and that facsimiles or copies shall be as effective and enforceable as the original.

IN WITNESS WHEREOF, Developer and the Successor Agency have executed this Agreement.

The CITY OF MONTEREY PARK, acting on behalf of the
successor agency to the MONTEREY PARK
REDEVELOPMENT AGENCY

By: _____
Name: Paul Talbot
Title: City Manager

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

By: _____

ATLANTIC TIMES SQUARE II, LLC, a California limited
liability company

By: Kam Sang Company, Inc., a California corporation,
its manager

By: _____
Name: _____
Title: _____

TOLLING AGREEMENT

This Tolling Agreement ("Agreement") is made and entered into as of June 24, 2010 between (a) the Monterey Park Redevelopment Agency ("Agency"), on the one hand, and (b) Atlantic Times Square II, LLC ("Developer"), on the other hand, with reference to the following facts:

RECITALS

A. WHEREAS, on or about November 17, 2004, the Agency and Atlantic Times Square, LLC ("Original Developer") entered into that certain Disposition and Development Agreement ("Original DDA");

B. WHEREAS, on or about January 11, 2007, Original Developer and Developer entered into that certain Assignment and Assumption of Disposition and Development Agreement, with the Agency's consent, whereby the Original Developer transferred all of its interest in and rights under the Original DDA to Developer;

C. WHEREAS on or about January 12, 2007, Agency and Developer entered into that certain First Amendment to Disposition and Development Agreement ("First Amendment");

D. WHEREAS on or about June 6, 2007, Agency and Developer entered into that certain Second Amendment to Disposition and Development Agreement ("Second Amendment") (hereinafter, the Original DDA, as amended by the First Amendment and the Second Amendment, will be referred to, collectively, as the "DDA");

E. WHEREAS Agency served a Notice of Material Breach and Notice of Default on Developer on May 24, 2010 and served another Notice of Material Breach and Notice of Default on Developer on June 15, 2010 (collectively, "Notices of Default"), alleging that Developer is in breach of the DDA;

F. WHEREAS Developer denies Agency's allegations;

G. WHEREAS Developer alleges that Agency is in breach of the DDA and was in the process of serving a Notice of Material Breach and Notice of Default on Agency and filing a lawsuit against Agency;

H. WHEREAS Agency denies Developer's allegations;

I. WHEREAS Developer and Agency wish to engage in discussion and negotiation of an informal resolution of their dispute without notices of default and/or lawsuits looming over the parties during such discussion and negotiation;

AGREEMENT

NOW, THEREFORE, in consideration of the parties entering into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby acknowledge and agree as follows:

1. The parties acknowledge and agree to toll (i.e., stop the running of) any and all statutes of limitations or deadlines (including, without limitation, any and all deadlines under the DDA, or the California Tort Claims Act (Cal Govt. Code §§ 810 et seq.), or the City of Monterey Park and/or Agency charter, municipal code, regulations, ordinances, etc.), from June 24, 2010 through and including June 24, 2011, which are, or may be, applicable to any and all claims which may be asserted by Developer or Agency against each other relating to, arising out of, or in connection with the DDA. No time which elapses during this tolling period may be asserted or relied upon by Developer or Agency in computing the running of time for purposes of any statute of limitations, deadlines, laches, or any other time-related limitation or defense with respect to any and all claims asserted by Developer or Agency relating to, arising out of, or in connection with the DDA. Except as provided in the foregoing, each party retains the right to otherwise assert any defense in any action that might be brought concerning the DDA.

The tolling only applies to statute of limitations or deadlines applicable to the assertion of any breach or the filing any claims, not the performance of any obligations under the DDA. Accordingly, nothing in this agreement shall be construed as tolling, excusing or relieving the parties from timely performing their obligations under the DDA.

2. By executing this Agreement, Agency hereby withdraws, without prejudice, the Notices of Default. Neither Agency's withdrawal of the Notices of Default nor Developer's forbearance in serving a notice of default on Agency or filing a lawsuit against Agency shall be construed in any way as a waiver of Agency's or Developer's rights and remedies under the DDA, at law, or in equity. The parties hereby acknowledge and agree that Agency and Developer are hereby reserving all rights and remedies including, without limitation, all defenses (except as otherwise set forth in paragraph 1 hereinabove) related to the DDA. Nothing in this agreement shall be construed as reviving any claims, causes of action, or rights which lapsed or expired prior to June 24, 2010.

To that end, the parties acknowledge and agree that (a) Developer may file a lawsuit against Agency or serve a notice of default on Agency at any time, and (b) Agency may file a lawsuit or serve a notice of default on Developer at any time based on any ground including, without limitation, the same grounds set forth in the previous Notices of Default. Nothing in this Agreement shall be deemed to prohibit either Agency or Developer from serving any notice of default or filing an action at any time prior to June 24, 2011.

3. The parties acknowledge and agree that this Agreement contains the sole and entire agreement and understanding of the parties with respect to the subject matter hereof. The parties acknowledge and agree that no other agreement or representation, whether written, oral, express or implied, other than those expressly contained in this Agreement, exists or shall be deemed to exist with respect to the subject matter set forth in this Agreement.

4. This Agreement may be extended, modified, or amended only by a written instrument executed by each of the parties.

5. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California without regard to conflict of law principles.

6. Each person signing this Agreement represents and warrants that it, he or she has the full authority to do so. Each party acknowledges and declares that it, he or she has read this Agreement, knows and understands its contents, and fully understands its terms and effect. Each party further acknowledges that it, he or she has had the opportunity to consult with counsel in the negotiation and execution of this Agreement and enters into it fully, knowingly and voluntarily.

7. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under any law applicable to the terms hereof, then the remainder of this Agreement shall not be affected thereby.

8. The parties acknowledge and agree that each has participated in the negotiation and drafting of this Agreement and that in the event that any part of this Agreement is determined to be ambiguous, such ambiguity shall not be interpreted in favor of or against either party on the basis of who negotiated or drafted the ambiguous provision.

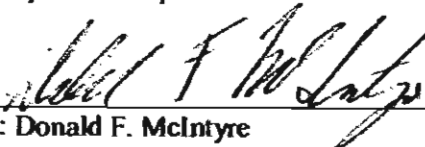
9. The parties hereby agree that this Agreement may be executed in one or more counterparts, each of which shall constitute part of one and the same document, and that facsimiles or copies shall be as effective and enforceable as the original.

10. Agency hereby authorizes Developer to deliver a copy of this Agreement to Developer's lender to ensure that the lender is notified of the fact that Agency has rescinded its Notices of Default as set forth in paragraph 2 of this Agreement.

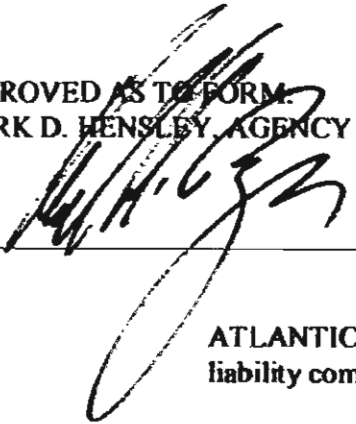
IN WITNESS WHEREOF, Developer and Agency have executed this Agreement.

[SIGNATURES ON NEXT PAGE]

The MONTEREY PARK REDEVELOPMENT AGENCY, a
public body corporate and politic

By: 
Name: Donald F. McIntyre
Title: Interim Executive Director

APPROVED AS TO FORM:
MARK D. HENSLEY, AGENCY COUNSEL

By: 

ATLANTIC TIMES SQUARE II, LLC, a California limited
liability company

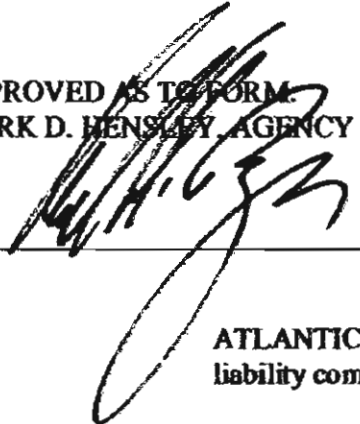
By: Kam Sang Company, Inc., a California corporation,
its manager

By: _____
Name: _____
Title: _____

The MONTEREY PARK REDEVELOPMENT AGENCY, a
public body corporate and politic

By: _____
Name: Donald F. McIntyre
Title: Interim Executive Director

APPROVED AS TO FORM:
MARK D. HENSLEY, AGENCY COUNSEL

By:  _____

ATLANTIC TIMES SQUARE II, LLC, a California limited
liability company

By: Kam Sang Company, Inc., a California corporation,
its manager

By:  _____
Name: RONNIE LAM
Title: PRESIDENT

TOLLING AGREEMENT

This Tolling Agreement ("Agreement") is made and entered into as of September __, 2011 between (a) the Monterey Park Redevelopment Agency ("Agency"), on the one hand, and (b) Atlantic Times Square II, LLC ("Developer"), on the other hand, with reference to the following facts:

RECITALS

A. WHEREAS, on or about November 17, 2004, the Agency and Atlantic Times Square, LLC ("Original Developer") entered into that certain Disposition and Development Agreement ("Original DDA");

B. WHEREAS, on or about January 11, 2007, Original Developer and Developer entered into that certain Assignment and Assumption of Disposition and Development Agreement, with the Agency's consent, whereby the Original Developer transferred all of its interest in and rights under the Original DDA to Developer;

C. WHEREAS on or about January 12, 2007, Agency and Developer entered into that certain First Amendment to Disposition and Development Agreement ("First Amendment");

D. WHEREAS on or about June 6, 2007, Agency and Developer entered into that certain Second Amendment to Disposition and Development Agreement ("Second Amendment") (hereinafter, the Original DDA, as amended by the First Amendment and the Second Amendment, will be referred to, collectively, as the "DDA");

E. WHEREAS on August 26, 2011, the State of California Department of Industrial Relations ("DIR") issued a Decision on Administrative Appeal ("Decision") to the effect that the "Project" (as defined in the Decision) is a "public works" as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code and, therefore, the requirements of California Labor Code Section 1720 *et seq.* (including, without limitation, the requirement of California Labor Code Section 1771 that prevailing wages be paid by contractors and subcontractors) apply;

F. WHEREAS the parties acknowledge and agree that, unless otherwise reversed by a final, non-appalable decision from a court of competent jurisdiction, the "Reinstatement Event" (as defined in the DDA) occurred before the "Reinstatement Event Deadline" (as defined in the DDA) as a result of the DIR's issuance of the Decision on August 26, 2011;

G. WHEREAS the parties dispute certain provisions of the DDA that are triggered if a Reinstatement Event occurs before the Reinstatement Event Deadline; and

H. WHEREAS Developer and Agency wish to further appeal the Decision subject to the terms and conditions below without the need to prosecute or defend a lawsuit between the parties during the pendency of such appeal;

AGREEMENT

NOW, THEREFORE, in consideration of the parties entering into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby acknowledge and agree as follows:

1. The parties acknowledge and agree to toll (i.e., stop the running of) any and all statutes of limitations or deadlines (including, without limitation, any and all deadlines under the DDA, or the California Tort Claims Act (Cal Govt. Code §§ 810 *et seq.*), or the City of Monterey Park and/or Agency charter, municipal code, regulations, ordinances, etc.), from August 26, 2011 through and including August 26, 2013, which are, or may be, applicable to any and all claims which may be asserted by Developer or Agency against each other relating to, arising out of, or in connection with the DDA. No time which elapses during this tolling period may be asserted or relied upon by Developer or Agency in computing the running of time for purposes of any statute of limitations, deadlines, laches, or any other time-related limitation or defense with respect to any and all claims asserted by Developer or Agency relating to, arising out of, or in connection with the DDA. Except as provided in the foregoing, each party retains the right to otherwise assert any defense in any action that might be brought concerning the DDA.

The tolling only applies to statute of limitations or deadlines applicable to the assertion of any breach or the filing any claims, not the performance of any obligations under the DDA. Accordingly, nothing in this Agreement shall be construed as tolling, excusing or relieving the parties from timely performing their obligations under the DDA.

2. Parties hereby acknowledge and agree that the "Reinstatement Event" (as defined in the DDA) occurred on August 26, 2011, prior to the "Reinstatement Event Deadline" (as defined in the DDA). Unless reversed by a final, non-appealable decision of a court of competent jurisdiction, the "Reinstatement Event" (as defined in the DDA) conclusively occurred before the "Reinstatement Event Deadline."

Neither filing of an appeal of the Decision to the Superior Court of California or other appellate body nor withdrawal of such appeal shall alter or have any effect whatsoever on the fact that the "Reinstatement Event" (as defined in the DDA) has occurred conclusively, and irrevocably, on August 26, 2011, prior to the "Reinstatement Event Deadline" (as defined in the DDA). Accordingly, the parties hereby acknowledge and agree that either Developer or Agency is immediately entitled to exercise any and all rights and pursue any and all claims and remedies based on the "Reinstatement Event" (as defined in the DDA) occurring prior to the "Reinstatement Event Deadline" (as defined in the DDA), regardless whether the Decision is appealed to the Superior Court

of California or other appellate body or whether such appeal is subsequently withdrawn by either party. To that end, the parties acknowledge and agree that (a) Developer is entitled to file a lawsuit against Agency or serve a notice of default on Agency at any time for any claims under the DDA, including, without limitation, a claim for failure to provide the full assistance to the Developer required under the DDA, regardless of whether an appeal of the Decision has been filed, remains pending, or is withdrawn by either party, and (b) Agency is entitled to file a lawsuit or serve a notice of default on Developer at any time for any claims under the DDA, regardless of whether an appeal of the Decision has been filed, remains pending, or is withdrawn by either party. Nothing in this Agreement shall be deemed to prohibit either Agency or Developer from serving any notice of default or filing an action at any time prior to August 26, 2013. In the event that either Agency or Developer serves such notice of default or files such action prior to August 26, 2013, the tolling period shall terminate on the date of service of such notice of default or filing of such action instead of August 26, 2013 without further action of the parties.

3. Nothing in this Agreement shall be construed in any way as a waiver of any of Agency's or Developer's rights and remedies under the DDA, at law, or in equity. The parties hereby acknowledge and agree that Agency and Developer are hereby reserving all rights and remedies including, without limitation, all defenses (except as otherwise set forth in paragraph 1 hereinabove) related to the DDA.

Nothing in this agreement shall be construed as reviving any claims, causes of action, or rights which otherwise lapsed or expired prior to August 26, 2011.

4. Notwithstanding anything to the contrary in the DDA or this Agreement, the parties acknowledge and agree that either Developer or Agency shall have the sole and absolute right to unilaterally withdraw the appeal of the Determination from any adjudicative body (including, without limitation, the Superior Court of the State of California or any other appellate body) at any time, for any reason or no reason, without the consent of the other party. In the event that either Agency or Developer withdraws the appeal of the Determination prior to August 26, 2013, the tolling period shall terminate on the date of the withdrawal of the appeal instead of August 26, 2013 without further action of the parties.

5. This Agreement is a separate tolling agreement from the Tolling Agreement dated June 24, 2010 signed by Developer and Agency. This Agreement is not intended to override or modify, and does not override or modify, the Tolling Agreement dated June 24, 2010 signed by Developer and Agency.

6. The parties acknowledge and agree that this Agreement contains the sole and entire agreement and understanding of the parties with respect to the subject matter hereof. The parties acknowledge and agree that no other agreement or representation, whether written, oral, express or implied, other than those expressly contained in this Agreement, exists or shall be deemed to exist with respect to the subject matter set forth in this Agreement.

7. This Agreement may be extended, modified, or amended only by a written instrument executed by each of the parties.

8. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California without regard to conflict of law principles.

9. Each person signing this Agreement represents and warrants that it, he or she has the full authority to do so. Each party acknowledges and declares that it, he or she has read this Agreement, knows and understands its contents, and fully understands its terms and effect. Each party further acknowledges that it, he or she has had the opportunity to consult with counsel in the negotiation and execution of this Agreement and enters into it fully, knowingly and voluntarily.

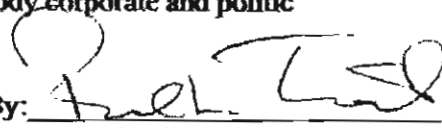
10. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under any law applicable to the terms hereof, then the remainder of this Agreement shall not be affected thereby.

11. The parties acknowledge and agree that each has participated in the negotiation and drafting of this Agreement and that in the event that any part of this Agreement is determined to be ambiguous, such ambiguity shall not be interpreted in favor of or against either party on the basis of who negotiated or drafted the ambiguous provision.

12. The parties hereby agree that this Agreement may be executed in one or more counterparts, each of which shall constitute part of one and the same document, and that facsimiles or copies shall be as effective and enforceable as the original.

IN WITNESS WHEREOF, Developer and Agency have executed this Agreement.

The MONTEREY PARK REDEVELOPMENT AGENCY, a
public body corporate and politic

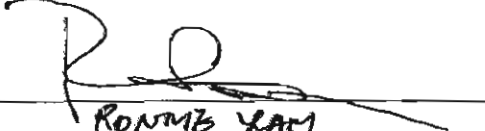
By: 
Name: Paul Talbot
Title: Executive Director

APPROVED AS TO FORM
MARK D. HENNELLY AGENCY COUNSEL

By: 

ATLANTIC TIMES SQUARE II, LLC, a California limited liability company

By: Kam Sang Company, Inc., a California corporation,
its manager

By: 
Name: RON MB LAM
Title: KAM SANG CO INC ITS MANAGER

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 6 (HSA)

DATE: August 8, 2012

TO: Paul Talbot, City Manager
FROM: David M. Barron, City Clerk
SUBJECT: Housing Successor Agency (HSA) Minutes

Attached are minutes for approval by City Council for the following meetings:

- June 20, 2012

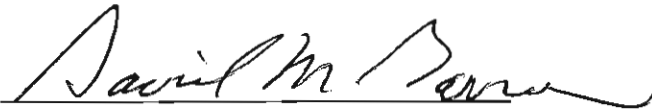
FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended that the City Council acting on behalf Successor Agency to the former Redevelopment Agency approved the minutes.

By:



David M. Barron
City Clerk (E)

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
JUNE 20, 2012**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, June 20, 2012 at 7:00 p.m.

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

CALL TO ORDER:

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

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute.

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Wong, Real Sebastian, Ing, Lau

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, City Attorney Hensley, City Treasurer Leon, Police Chief Smith, Director of Community Development Basham, Director of Public Works Saykali, Director of Human Resources Cody, Fire Chief Birrell, Financial Services Manager Young, Interim City Librarian Arvizu, Economic Development Consultant Chet Yoshizaki

1. AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

None

2. PRESENTATION: None.

(SA) CONSENT CALENDAR CONSISTS OF ITEM 3 to 5

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

3. (SA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

See Successor Agency Minutes

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.

4. (SA) INVESTMENT REPORT AS OF MAY 2012

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

See Successor Agency Minutes

5. (SA) MINUTES

Approval of Minutes from the Special Meetings of June 4, 2012 budget meeting, June 6, 2012 Meeting, and June 11, 2012 adjourned meeting of the Successor Agency to the former Monterey Park Redevelopment Agency Meeting.

See Successor Agency Minutes

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

(HSA) CONSENT CALENDAR CONSISTS OF ITEM 6

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

Action Taken: The City Council acting on behalf of the Housing Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted Item No. 6, and reading resolutions and ordinances by title only and waiving further reading thereof.

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

Ayes: Council Members: Wong, Real Sebastian, Lau
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

6. (HSA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Housing Successor Agency) approve all disbursements.

Action Taken: The City Council approved and adopted Resolution No. HSA-6 on Consent Calendar.

Resolution No. HSA-6, entitled:

A RESOLUTION OF THE HOUSING SUCCESSOR AGENCY TO THE FORMER MONTEREY PARK REDEVELOPMENT AGENCY ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **JUNE 20, 2012 TOTALING \$59.13** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

This is the end of Housing Successor Agency (HSA) items.

Staff Report City of Monterey Park

August 8, 2012

To: Paul Talbot, City Manager
From: Annie Yaung, CPFO, Financial Services Manager
Subject: Warrant Register for the City of Monterey Park of August 8, 2012

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.

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 273126-273334.

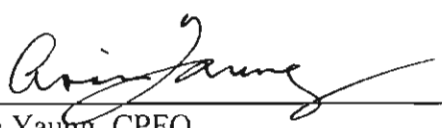
Fiscal Impact

Disbursements from all funds total \$2,023,651.23.

Recommendation

Adopt City Resolutions approving payment of warrants.

By: _____


Annie Yaung, CPFO
Financial Services Manager

Approval: _____


Paul Talbot
City Manager

RESOLUTION NO.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED 31st DAY OF AUGUST 2012
TOTALING \$2,023,651.23 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	\$ 238,691.14
State Gas Tax Fund	25,825.00
Refuse Fund	397,620.58
City Shop Fund	76,130.75
General Liability Fund	457,286.28
Technology Internal Service Fund	28.17
Payroll Clearing Account	9,865.53
Public Safety Impact Fee	25,356.86
Special Deposits Fund	18,414.86
Workers Comp. Fund	258,281.67
Water Fund	131,168.39
Water Treatment Fund	48,553.84
OPA Proposition A	2,592.43
Measure R Fund	2,058.53
POST	124.88
Home Housing Program	125,919.20
Recreation Fund	907.10
Asset Forfeiture	24,122.40
Construction Agency Fund	2,750.00
Prop C	47,801.50
CDBG Fund	11,699.25
Used Oil Recycling Block Grant	7,056.03
Urban Area Initiative-2010	2,463.56
SAFETEA-LU Grant	75,546.00
Maintenance Grant (075)	1,300.00
MTA Grant (Montebello)	8,985.50
ELAC Instructional Serv Prog	9,560.73
MTA Call Grant (Gignage)	12,879.13
CA Council For The Humanities	661.92
 TOTAL	 <u>\$ 2,023,651.23</u>

PASSED, APPROVED AND ADOPTED THE 31st DAY OF AUGUST 2012.

Mitchell Ing
City of Monterey Park, California

ATTEST

David M. Barron, CMC, City Clerk
City of Monterey Park, California

RESOLUTION NO. 11220

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 ~~11~~¹⁴ day of August 2012 by the following vote of the Council:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

David M. Barron, CMC, City Clerk
 City of Monterey Park, California

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 08/08/2012

FY 1112

4

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ADVANCE PEST TERMITE CONTROL	0010-801-6505-38250	50.00	PEST CONTROL	69247	273143	
	0010-801-6505-38250	39.00	PEST CONTROL	69247	273143	
	0010-801-6505-38250	28.00	PEST CONTROL	69247	273143	
	0010-801-6505-38250	35.00	PEST CONTROL	69247	273143	
	0010-801-6505-38250	39.00	PEST CONTROL	69247	273143	
	0010-801-6505-38250	44.00	PEST CONTROL	69247	273143	235.00
AFFILIATED SYSTEMS, INC.	0010-801-1801-39550	335.00	PRE-EMPLOYMENT PHYSICAL		273144	335.00
ALHAMBRA MUNICIPAL COURT	0010-701-0010-03620	13,352.40	CITATION PROCESSING		273145	13,352.40
CITY OF ALHAMBRA	0109-801-4201-31960	41.11	FIRE-CNG GAS	69045	273146	41.11
ALLSTAR FIRE EQUIPMENT INC.	0010-801-5002-88560	4,786.96	FIRE-SUPPLIES	69536	273147	
	0010-801-5002-88560	1,350.68	FIRE-SUPPLIES	69536	273147	6,137.64
ANIMAL PEST MANAGEMENT SVCS	0010-801-3111-31950	3,000.00	TRAPPING SERVICE	69013	273148	3,000.00
ATHENS SERVICES	0022-801-4205-41200	25,750.00	STREET SWEEPING	69212	273149	25,750.00
	0043-801-4208-41200	396,741.98	REFUSE COLLECTION		273150	396,741.98
B & K ELECTRIC WHOLESALE	0092-801-4222-23400	203.65	WATER-ELECTRICAL SUPPLIES	69091	273151	203.65
BANK AMERICARD	0010-801-1403-39400	149.00	6/12 STMT-CODE BOOKS		273152	
	0010-801-3104-39100	57.07	6/12 STMT-POLICE SUPPLIES		273152	206.07
ROBERT BARRERA	0010-801-1801-39400	268.00	REIMBURSE-TUITION		273153	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 08/09/2012

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						268.00
BRADY, VORWERCK, RYDER & CASPINO	0062-801-5101-31600	197.15	CLAIM SERVICE-G.SAIDI		273154	
	0062-801-5101-31600	741.65	CLAIM SERVICE-K.KLIEN		273154	
						938.80
BRODART COMPANY	0010-801-6002-40000	20.88	LIBRARY-SUPPLIES		273155	
						20.88
BUSY BEE MESSENGER SERVICE INC	0010-801-1101-39250	65.00	MESSENGER SERVICE		273156	
						65.00
C.E.G. INVESTIGATIONS	0010-801-3102-31950	186.06	POLICE-HEARINGS		273157	
						186.06
CALIFORNIA BUILDING STANDARDS COMM	0010-701-0010-09202	1,204.20	BUILDING PERMIT SURCHARGE FEE		273158	
						1,204.20
CALOX, INC	0010-801-3210-22750	29.75	FIRE-MEDICAL SUPPLIES	69174	273159	
	0010-801-3210-22750	21.25	FIRE-MEDICAL SUPPLIES	69174	273159	
						51.00
CARBON ACTIVATED CORPORATION	0093-801-4230-23300	22,378.13	WATER-CARBON FILTER SYSTEM	69585	273160	
						22,378.13
CARL WARREN & COMPANY	0062-801-5101-35600	344.86	LIABILITY CLAIM-J.BARRAGAN		273161	
	0062-801-5101-35600	352.69	LIABILITY CLAIM-G.SAIDI		273161	
	0062-801-5101-35600	313.50	LIABILITY CLAIM-R.TERESA		273161	
	0062-801-5101-35600	462.41	LIABILITY CLAIM-R.ELGUEZABAL		273161	
	0062-801-5101-35600	139.36	LIABILITY CLAIM-H.COUCH		273161	
	0062-801-5101-35600	297.96	LIABILITY CLAIM-P.MONTOYA		273161	
	0062-801-5101-35600	462.41	LIABILITY CLAIM-M.RAMIREZ		273161	
	0062-801-5101-35600	321.34	LIABILITY CLAIM-M.GARCIA		273161	
	0062-801-5101-35600	689.84	LIABILITY CLAIM-Z.Y.XU		273161	
	0062-801-5101-35600	697.68	LIABILITY CLAIM-S.HONG		273161	
						4,082.05
THE CHINATOWN SERVICE CENTER	0169-801-2201-41250	1,161.00	COMMUNITY PROGRAM	69430	273162	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 08/03/2012

6

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
THE CHINATOWN SERVICE CENTER	0169-801-2201-41250	1,944.00	COMMUNITY PROGRAM	69430	273162	
	0169-801-2201-41250	2,535.00	COMMUNITY PROGRAM	69431	273162	
	0169-801-2201-41250	1,108.00	COMMUNITY PROGRAM	69431	273162	6,748.00
CITATION MANAGEMENT (DBA)	0010-701-0010-03630	4,682.36	6/12-PARKING CITATIONS		273163	4,682.36
CLEAN ENERGY	0109-801-4201-31960	50.17	CNG FUEL		273164	
	0109-801-4201-31960	52.60	CNG FUEL		273164	102.77
CLEANCIERGE INC.	0010-801-3210-39050	364.17	FIRE-UNIFORM CLEANING		273165	364.17
CLINICAL LABORATORY OF	0092-801-4222-31950	10.45	WATER ANALYSIS	69284	273166	
	0092-801-4222-31950	111.15	WATER ANALYSIS	69284	273166	
	0092-801-4222-31950	180.98	WATER ANALYSIS	69284	273166	
	0092-801-4222-31950	10.45	WATER ANALYSIS	69284	273166	
	0092-801-4222-31950	111.15	WATER ANALYSIS	69284	273166	
	0092-801-4222-31950	10.45	WATER ANALYSIS	69284	273166	
	0092-801-4222-31950	901.55	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	31.35	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	459.80	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	20.90	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	20.90	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	20.90	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	20.90	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	20.90	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	20.90	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	20.90	WATER ANALYSIS	69284	273166	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 08/08 '2012

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0093-801-4230-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	645.05	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	459.80	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	9.98	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	19.95	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	9.98	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	19.95	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	697.30	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	62.70	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	9.98	WATER ANALYSIS	69284	273166	
	0093-801-4230-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4231-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4231-31950	141.51	WATER ANALYSIS	69284	273166	
	0093-801-4231-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4232-31950	114.00	WATER ANALYSIS	69284	273166	
	0093-801-4228-31950	19.00	WATER ANALYSIS	69284	273166	
	0093-801-4228-31950	19.00	WATER ANALYSIS	69284	273166	
	0093-801-4228-31950	95.00	WATER ANALYSIS	69284	273166	
	0093-801-4229-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4229-31950	1,760.35	WATER ANALYSIS	69284	273166	
	0093-801-4229-31950	11.00	WATER ANALYSIS	69284	273166	
	0093-801-4229-31950	1,848.00	WATER ANALYSIS	69284	273166	
	0093-801-4229-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4229-31950	1,760.35	WATER ANALYSIS	69284	273166	
	0093-801-4229-31950	9.98	WATER ANALYSIS	69284	273166	
	0093-801-4229-31950	2,219.20	WATER ANALYSIS	69284	273166	
	0093-801-4229-31950	41.80	WATER ANALYSIS	69284	273166	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 08/06/2012

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0093-801-4229-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4227-31950	31.35	WATER ANALYSIS	69284	273166	
	0093-801-4227-31950	602.30	WATER ANALYSIS	69284	273166	
	0093-801-4227-31950	255.55	WATER ANALYSIS	69284	273166	
	0093-801-4227-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4227-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4227-31950	255.55	WATER ANALYSIS	69284	273166	
	0093-801-4227-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4227-31950	9.98	WATER ANALYSIS	69284	273166	
	0093-801-4227-31950	39.00	WATER ANALYSIS	69284	273166	
	0093-801-4227-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4227-31950	255.55	WATER ANALYSIS	69284	273166	
	0093-801-4227-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4227-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4227-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4226-31950	20.90	WATER ANALYSIS	69284	273166	
	0093-801-4226-31950	778.05	WATER ANALYSIS	69284	273166	
	0093-801-4226-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4226-31950	778.05	WATER ANALYSIS	69284	273166	
	0093-801-4226-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4226-31950	10.45	WATER ANALYSIS	69284	273166	
	0093-801-4226-31950	712.50	WATER ANALYSIS	69284	273166	
	0093-801-4226-31950	778.05	WATER ANALYSIS	69284	273166	
	0093-801-4226-31950	830.30	WATER ANALYSIS	69284	273166	
						17,503.64
COME LAND MAINTENANCE COMPANY	0060-801-4211-38400	140.00	6/12-JANITORIAL SERVICE		273167	
						140.00
COMMERCIAL ELECTRIC SYS INC	0010-801-3113-38400	237.50	DOOR REPAIR		273168	
						237.50

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
COUNTY OF LOS ANGELES	0010-701-0010-08100	1,384.08	LAFCO ANNUAL SHARED EXPENSES		273169	1,384.08
CPS HUMAN RESOURCE SERVICES (DBA)	0010-801-1801-31950	8,824.30	RECRUITMENT SERVICES	69366	273170	17,648.60
	0349-801-3201-39400	8,824.30	RECRUITMENT SERVICES	69366	273170	
DAPEER ROSENBLIT & LITVAK	0010-801-1702-31600	1,985.34	6/12 LEGAL FEES	69294	273171	2,833.51
	0010-801-1702-31600	848.17	6/12 LEGAL FEES		273171	
DELL MARKETING LP	0092-801-4220-24150	924.01	WATER-COMPUTER (1)	69576	273172	924.01
DEPARTMENT OF CONSERVATION	0010-701-0010-09200	3,333.24	STRONG MOTION FEE-4TH QTR		273173	3,333.24
DEPARTMENT OF JUSTICE	0010-801-1801-39550	64.00	6/12-FINGERPRINT PROCESSING		273174	160.00
	0010-801-6508-22670	96.00	6/12-FINGERPRINT PROCESSING		273174	
DIVERSIFIED RISK INSURANCE	0075-450-0075-08350	326.44	SPECIAL EVENT INSURANCE		273175	326.44
EMERGENCY SERVICES CONSULTING INTE	0075-450-0075-08763	1,049.20	FIRE-ANALYSIS OF COUNTY STUDY	69379	273176	1,049.20
	0010-801-5004-90650	5,800.00	FIRE-ANALYSIS OF COUNTY STUDY	69583	273177	0.00
	0010-801-5004-90650	5,800.00-	FIRE-ANALYSIS-CREDIT	69583	273177	
	0010-801-5004-90650	5,800.00	FIRE-ANALYSIS OF COUNTY STUDY	69583	273335	5,800.00
EMPIRE CLEANING SUPPLY	0010-801-6001-38400	293.07	JANITORIAL SUPPLIES		273178	293.07
THE GALE GROUP	0010-801-6002-40000	219.77	BOOK(S) 1		273179	219.77

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
DIANA GARCIA	0092-801-1801-39400	847.20	REIMBURSE-TUITION		273180	847.20
GARFIELD MEDICAL CENTER	0010-801-3113-41100	24.00	PHYSICAL		273181	
	0010-801-3113-41100	24.00	PHYSICAL		273181	
	0010-801-3113-41100	24.00	PHYSICAL		273181	72.00
GOVCONNECTION INC	0063-801-5002-99055	28.17	COMPUTER SUPPLIES		273182	
	0010-801-1403-21250	78.98	COMPUTER SUPPLIES		273182	
	0010-801-1403-21350	4.54	COMPUTER SUPPLIES		273182	111.69
GRAINGER	0010-801-1703-24100	138.24	BUILDING-SUPPLIES		273183	
	0010-801-1702-24100	61.01	BUILDING-SUPPLIES		273183	
	0010-801-1702-24100	108.52	BUILDING-SUPPLIES		273183	307.77
GRIFFITH AIR TOOL, INC.	0092-801-4223-23700	376.43	WATER-SUPPLIES		273184	376.43
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	221.96	FLEET-PARTS		273185	
	0060-801-4211-23500	168.92	FLEET-PARTS UNIT 846		273185	
	0060-801-4211-23500	439.50	FLEET-PARTS UNIT 846		273185	
	0060-801-4211-23500	393.85	FLEET-PARTS		273185	
	0060-801-4211-23500	11.96	FLEET-PARTS-CREDIT		273185	1,212.27
HANSON AGGREGATES	0110-801-4202-23600	546.08	STREET-SUPPLIES		273186	546.08
HARDY & HARPER, INC	0092-801-5003-91914	36,390.00	PAVEMENT REPAIR	69426	273187	36,390.00
HD SUPPLY WATERWORKS, LTD.	0092-801-4223-23700	308.07	WATER-SUPPLIES		273188	
	0092-801-4223-23700	499.72	WATER-SUPPLIES		273188	807.79

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HOGLE-IRELAND INC	0075-450-0075-08200	797.00	MITIGATION NEGATIVE STUDY	69480	273189	
	0010-450-1701-02530	1,520.73	HOUSING ELEMENT		273189	
	0010-450-1701-02530	1,557.40	HOUSING ELEMENT		273189	3,875.13
INTERSTATE ALL BATTERY CENTER	0010-801-3103-22300	137.46	BATTERIES		273190	137.46
IRON MOUNTAIN OFF-SITE DATA	0010-801-1403-31700	270.28	6/12-COMPUTER TAPE STORAGE	69287	273191	270.28
GUSTAVO JIMENEZ JR	0136-801-3101-33250	124.88	POLICE-POST TRAINING		273192	124.88
JOHN L. HUNTER & ASSOC., INC.	0184-801-4208-31950	3,045.78	USED OIL PROGRAM	69572	273193	
	0184-801-4208-31950	4,010.25	STORM WATER PROGRAM	69572	273193	7,056.03
RICHARD KAGEYAMA	0159-801-6507-31940	337.50	INSTRUCTOR-RECREATION CLASS		273194	337.50
GWEN KISHIDA	0010-801-6001-21350	45.37	REIMBURSE-OFFICE SUPPLIES		273195	
	0010-801-6006-22450	56.49	REIMBURSE-OFFICE SUPPLIES		273195	
	0010-801-6001-21350	45.63	REIMBURSE-OFFICE SUPPLIES		273195	
	0010-801-6001-21350	70.72	REIMBURSE-OFFICE SUPPLIES		273195	218.21
L N CURTIS & SONS	0258-801-3201-39400	2,463.56	FIRE-SUPPLIES	69588	273196	2,463.56
LAWN MOWER CORNER/KNG POWER EQUIPM	0060-801-4211-38400	67.81	FLEET-SUPPLIES	69059	273197	
	0060-801-4211-38400	47.42	FLEET-SUPPLIES	69059	273197	
	0060-801-4211-23500	26.10	FLEET-SUPPLIES	69059	273197	141.33
LIFE SAFETY CONSULTING & ENGINEERIN	0010-701-0010-06330	900.00	FIRE-PLAN CHECK		273198	900.00
LOS ANGELES COUNTY SHERIFF'S	0010-801-3113-41100	692.30	PRISONER BOOKING	69030	273199	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						692.30
LOS ANGELES COUNTY SHERIFF'S DEPART	0010-801-3113-22600	74.73	PRISONER MEALS	69021	273200	
	0010-801-3113-22600	485.62	PRISONER MEALS		273200	
						560.35
MAGIC TOUCH CAR WASH	0060-801-4211-38400	1,794.00	CAR WASH- 9/11-5/12		273201	
	0060-801-4211-38400	222.00	CAR WASH- JUNE 2011		273201	
						2,016.00
ADAM MALOUF	0092-801-1801-39400	600.00	REIMBURSE-TUITION		273202	
						600.00
MANNING & KASS, ELLROD, RAMIREZ, TF	0062-801-5101-31600	2,358.00	CLAIM SETTLEMENT		273203	
						2,358.00
MARK ALARCON'S WASTE OIL	0092-801-4222-38420	45.00	WASTE DISPOSAL		273204	
						45.00
MCMASTER-CARR SUPPLY CO.	0092-801-4222-38420	67.86	WATER-SUPPLIES		273205	
	0092-801-4222-23400	48.08	WATER-SUPPLIES		273205	
						115.94
MERCI	0169-801-2201-41250	2,300.00	COMMUNITY PROGRAM	69432	273206	
	0169-801-2201-41250	2,646.00	COMMUNITY PROGRAM	69432	273206	
						4,946.00
MOTOROLA INC. C/O ADVANCED ELECTRON	0160-801-5004-99308	20,000.00	POLICE-RADIO EQUIPMENT	69539	273207	
	0160-801-5004-99309	4,097.68	POLICE-RADIO EQUIPMENT	69539	273207	
						24,097.68
MR. ROOTER PLUMBING (DBA)	0010-801-3113-38400	158.00	PLUMBING SERVICES		273208	
						158.00
ND ELECTRICAL CONSTRUCTION, INC.	0353-801-5003-91909	12,879.13	BUS SHELTERS & SIGNS	69502	273209	
						12,879.13
NEC UNIFIED SOLUTIONS INC	0092-801-1408-32050	334.50	REPROGRAM PHONE SYSTEM		273210	
	0092-801-1408-32050	172.00	REPROGRAM PHONE SYSTEM		273210	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
NEC UNIFIED SOLUTIONS INC	0010-801-6505-38400	407.50	REPROGRAM PHONE SYSTEM		273210	914.00
NEW CENTURY BMW MOTORCYCLES	0060-801-4211-23500	296.38	FLEET-REPAIR UNIT 047		273211	296.38
NEXTEL COMMUNICATIONS	0010-801-1408-32050	196.55	5/12-6/11/12 WIRELESS DATA		273212	
	0010-801-1701-32050	21.25	5/12-6/11/12 WIRELESS DATA		273212	
	0010-801-1702-32050	138.53	5/12-6/11/12 WIRELESS DATA		273212	
	0010-801-1703-32050	14.36	5/12-6/11/12 WIRELESS DATA		273212	
	0010-801-1801-32050	59.65	5/12-6/11/12 WIRELESS DATA		273212	
	0010-801-3112-32050	2,468.51	5/12-6/11/12 WIRELESS DATA		273212	
	0010-801-4209-32050	435.22	5/12-6/11/12 WIRELESS DATA		273212	
	0010-801-4212-32050	364.80	5/12-6/11/12 WIRELESS DATA		273212	
	0010-801-6502-32050	171.42	5/12-6/11/12 WIRELESS DATA		273212	
	0010-801-6517-32050	180.40	5/12-6/11/12 WIRELESS DATA		273212	
	0060-801-4211-38400	21.87	5/12-6/11/12 WIRELESS DATA		273212	
	0092-801-4221-32050	83.89	5/12-6/11/12 WIRELESS DATA		273212	
	0092-801-4222-32050	144.47	5/12-6/11/12 WIRELESS DATA		273212	
	0092-801-4223-32050	204.15	5/12-6/11/12 WIRELESS DATA		273212	
	0109-801-6511-31180	168.17	5/12-6/11/12 WIRELESS DATA		273212	4,673.24
OCE FINANCIAL SERVICES INC.	0010-801-1701-37500	591.52	COPY MACHINE RENTAL	69298	273213	
	0010-801-1702-38400	591.52	COPY MACHINE RENTAL	69298	273213	
	0010-801-4212-39250	1,093.55	COPY MACHINE RENTAL	69298	273213	
	0010-801-4212-39250	89.51	COPY MACHINE RENTAL		273213	
	0092-801-4220-37500	896.59	COPY MACHINE RENTAL	69246	273213	
	0092-801-4221-37500	107.80	COPY MACHINE RENTAL		273213	3,370.49
OCE IMAGISTICS INC	0010-801-4209-21350	85.45	COPIER SUPPLIES	69210	273214	
	0010-801-4209-39250	139.00	COPIER SUPPLIES	69210	273214	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OCE IMAGISTICS INC	0092-801-4223-37500	181.86	COPIER SUPPLIES	69245	273214	1,152.94
	0060-801-4211-38400	6.74	COPIER SUPPLIES		273214	
	0010-801-1701-37500	35.32	COPIER SUPPLIES	69299	273214	
	0092-801-4223-37500	325.55	COPIER SUPPLIES	69245	273214	
	0010-801-1404-24150	379.02	COPIER SUPPLIES		273214	
OFFICE DEPOT INC.	0010-801-6505-22150	351.24	OFFICE SUPPLIES	69261	273215	666.43
	0010-801-6505-22150	111.29	OFFICE SUPPLIES	69261	273215	
	0010-801-1701-21250	12.10-	OFFICE SUPPLIES-CREDIT	69296	273215	
	0010-801-1701-21250	114.73	OFFICE SUPPLIES	69296	273215	
	0010-801-1703-21250	35.89	OFFICE SUPPLIES	69296	273215	
	0010-801-1702-21250	8.31	OFFICE SUPPLIES	69296	273215	
	0010-801-1802-31950	75.69	OFFICE SUPPLIES		273215	
	0010-801-1802-31950	18.62-	OFFICE SUPPLIES-CREDIT		273215	
OFFICE SOLUTIONS	0010-801-1407-22750	53.77	OFFICE SUPPLIES	69158	273216	91.28
	0010-801-1407-22750	6.12	OFFICE SUPPLIES	69158	273216	
	0092-850-1404-38400	31.39	OFFICE SUPPLIES		273216	
ON TRAC	0010-801-1701-31950	10.70	COURIER SERVICES		273217	10.70
PREFERRED ALLIANCE INC	0010-801-1801-31900	178.00	DRIVER TESTING		273218	178.00
PVP COMMUNICATIONS INC	0010-801-3112-38400	534.03	POLICE-RADIO EQUIPMENT		273219	534.03
QUEST INTERNATIONAL, INC	0010-801-3103-22750	895.00	POLICE-MONITOR	69541	273220	919.72
	0160-801-5002-99316	24.72	POLICE-MONITOR		273220	
QUILL CORPORATION	0010-801-3205-22300	55.34	OFFICE SUPPLIES		273221	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						55.34
RAQUEL RICHARDS	0010-801-1801-39400	25.97	PETTY CASH-REFRESHMENTS		273222	
	0010-801-1802-33100	9.65	PETTY CASH-MILEAGE		273222	
	0010-801-1801-39550	13.37	PETTY CASH-REFRESHMENTS		273222	
	0010-801-1801-39550	7.50	PETTY CASH-REFRESHMENTS		273222	
	0010-801-1801-39550	28.02	PETTY CASH-REFRESHMENTS		273222	
	0010-801-1802-33100	9.65	PETTY CASH-MILEAGE		273222	
	0010-801-1802-39400	11.99	PETTY CASH-REFRESHMENTS		273222	
	0010-801-1801-39550	24.00	PETTY CASH-REFRESHMENTS		273222	
						130.15
RDJ SPECIALTIES INC	0010-801-3205-37500	162.50	FIRE-EDUCATION SUPPLIES		273223	
						162.50
RENEGADE ARMOR, LLC	0010-801-3103-22300	515.82	POLICE-SUPPLIES		273224	
						515.82
ROBERTSON'S	0043-850-5003-91906	734.61	CONSTRUCTION SUPPLIES	68605	273225	
						734.61
S C FUELS (DBA)	0060-801-4211-22250	11,525.12	FUEL 6/12	69590	273226	
						11,525.12
SAN GABRIEL VALLEY NEWSPAPER	0010-801-1801-34100	301.00	EMPLOYMENT NOTICE		273227	
						301.00
SBC LONG DISTANCE	0010-801-1408-32050	20.58	PHONE SERVICE-5/12		273228	
	0010-801-3112-32050	13.73	PHONE SERVICE-5/12		273228	
	0010-801-1408-32050	6.86	PHONE SERVICE-5/12		273228	
	0010-801-6001-32050	2.29	PHONE SERVICE-5/12		273228	
	0169-801-2201-32050	2.29	PHONE SERVICE-5/12		273228	
	0010-801-1408-32050	26.67	PHONE SERVICE-6/12		273228	
	0010-801-3112-32050	17.78	PHONE SERVICE-6/12		273228	
	0010-801-1408-32050	8.89	PHONE SERVICE-6/12		273228	
	0010-801-6001-32050	2.96	PHONE SERVICE-6/12		273228	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SBC LONG DISTANCE	0169-801-2201-32050	2.96	PHONE SERVICE-6/12		273228	105.01
SCANNERHOUSE (DBA)	0010-450-1701-02530	1,502.17	PLANNING-SCANNING SVC.		273229	1,502.17
SEA CLEAR POOLS INC	0075-450-0075-08895	3,794.00	ELDER POOL-CLEANER & PUMP	69570	273230	3,794.00
SHRED-IT LOS ANGELES	0010-801-3114-38400	261.04	SHREDDING SERVICES		273231	261.04
SOUTHERN CALIFORNIA LIBRARY COOPER	0075-450-0075-08250	1,000.00	LIBRARY-INTERNSHIP		273232	1,000.00
STATE BOARD OF EQUALIZATION	0060-801-4211-22250	1,884.35	DIESEL FUEL TAX		273233	1,884.35
	0060-801-4211-22250	72.96	DIESEL FUEL TAX		273234	72.96
STATUS ONE MEDICAL INC	0092-801-4222-22300	25.56	MEDICAL SUPPLIES		273235	25.56
SUPREME TROPHIES & GIFTS CO.	0010-801-6001-21350	84.83	LIBRARY-PLAQUE		273236	84.83
TRANSTECH	0010-801-1703-31950	2,860.00	COMM DEV-BUILDING INSPECTOR	69592	273237	2,860.00
TUFF SHED INC	0060-850-5004-96021	17,109.00	STORAGE SHED	68606	273238	17,109.00
UNDERGROUND SERVICE ALERT	0092-801-4223-39300	117.00	UNDERGROUND UTILITY SERVICES		273239	117.00
UNIVAR USA INC (CORP. HEADQUARTERS)	0093-801-4227-23300	9,528.25	WATER-CHEMICAL	69558	273240	9,528.25
URS CORPORATION	0161-450-4212-06910	2,750.00	GEOTECH PLAN REVIEW	69569	273241	2,750.00

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
VERIZON WIRELESS	0010-801-3201-32050	36.53	WIRELESS DATA SERVICE		273242	
	0010-801-3205-32050	73.06	WIRELESS DATA SERVICE		273242	
	0010-801-3210-32050	173.09	WIRELESS DATA SERVICE		273242	
	0010-801-3220-32050	227.10	WIRELESS DATA SERVICE		273242	
	0349-801-3201-39400	736.43	WIRELESS DATA SERVICE		273242	1,246.21
	0092-801-4222-32050	190.19	WIRELESS DATA SERVICE		273243	190.19
VERMONICA DRY CLEANERS	0010-801-3210-39050	347.10	FIRE-UNIFORM CLEANING	69194	273244	347.10
VETERINARY HEALTHCARE CENTER	0010-801-3111-31950	25.00	K9-SUPPLIES & SERVICE		273245	
	0010-801-3103-22800	251.21	K9-SUPPLIES & SERVICE		273245	276.21
HSIN TZU WANG	0010-701-0010-07430	30.80	REFUND-BOOK		273246	30.80
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	31.61	FLEET-PARTS		273247	
	0060-801-4211-23500	4.26	FLEET-PARTS		273247	
	0060-801-4211-23500	6.85	FLEET-PARTS		273247	
	0060-801-4211-23500	19.79	FLEET-PARTS UNIT 846		273247	
	0060-801-4211-23500	20.58	FLEET-PARTS UNIT 846		273247	
	0060-801-4211-23500	280.41	FLEET-PARTS UNIT 905		273247	
	0060-801-4211-23500	207.04	FLEET-PARTS UNIT 905		273247	
	0060-801-4211-23500	41.67	FLEET-PARTS		273247	
	0060-801-4211-23500	261.07	FLEET-PARTS UNIT 919		273247	
	0060-801-4211-23500	35.66	FLEET-PARTS		273247	
	0060-801-4211-23500	95.77	FLEET-PARTS		273247	
	0060-801-4211-23500	86.92	FLEET-PARTS		273247	
	0060-801-4211-23500	97.16	FLEET-PARTS		273247	
	0060-801-4211-23500	79.75-	FLEET-PARTS-CREDIT		273247	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	9.90-	FLEET-PARTS-CREDIT		273247	1,099.14
WECK LABORATORIES (DBA)	0093-801-4227-31950	480.00	WATER-LABORATORY SUPPLIES		273248	480.00
WEST COAST AUTO LIFT	0060-801-4211-38400	338.37	FLEET-PARTS		273249	338.37
WEST COAST STORM	0342-801-5003-91740	75,546.00	CATCH BASIN INSERTS	69374	273250	94,432.50
	0166-801-5003-91740	18,886.50	CATCH BASIN INSERTS	69374	273250	
WYNN INC (DBA) AEGIS SERVICES	0010-801-3113-38400	6,013.13	POLICE-CAMERA SYSTEM	69587	273251	6,013.13
XEROX CORPORATION	0010-801-6505-39250	463.58	COPIER RENTAL		273252	463.58
TOTAL FOR PRINTED WARRANTS						815,854.49

CITY OF MONTEREY PARK
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TOTAL FOR PREPAID WARRANTS	0.00
TOTAL FOR PRINTED WARRANTS	815,854.49
TOTAL WARRANTS	815,854.49
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	0
TOTAL CHECKS PRINTED	111
TOTAL CHECKS ISSUED	111

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FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	0.00	83,091.61	83,091.61
0022	STATE GAS TAX FUND	0.00	25,750.00	25,750.00
0043	REFUSE FUND	0.00	397,476.59	397,476.59
0060	CITY SHOP FUND	0.00	35,863.53	35,863.53
0062	GENERAL LIABILITY FUND	0.00	7,378.85	7,378.85
0063	TECHNOLOGY INTERNAL SERV FUND	0.00	28.17	28.17
0075	SPECIAL DEPOSITS FUND	0.00	6,966.64	6,966.64
0092	WATER FUND	0.00	44,461.15	44,461.15
0093	WATER TREATMENT FUND	0.00	48,553.84	48,553.84
0109	OPA PROPOSITION A	0.00	312.05	312.05
0110	MEASURE R FUND	0.00	546.08	546.08
0136	POST	0.00	124.88	124.88
0159	RECREATION FUND	0.00	337.50	337.50
0160	ASSET FORFEITURE	0.00	24,122.40	24,122.40
0161	CONSTRUCTION AGENCY FUND	0.00	2,750.00	2,750.00
0166	PROPOSITION C	0.00	18,886.50	18,886.50
0169	CDBG FUND	0.00	11,699.25	11,699.25
0184	USED OIL RECYCLING BLOCK GRANT	0.00	7,056.03	7,056.03
0258	URBAN AREA INITIATIVE 2010	0.00	2,463.56	2,463.56
0342	SAFETEA-LU GRANT	0.00	75,546.00	75,546.00
0349	ELAC INSTRUCTIONAL SERV PROG	0.00	9,560.73	9,560.73
0353	MTA CALL GRANT (SIGNAGE)	0.00	12,879.13	12,879.13
TOTAL		0.00	815,854.49	815,854.49

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT & T	0010-801-3113-32050	34.84	7/12 PHONE SERVICE		273137	34.84
BOY SCOUTS OF AMERICA	0075-450-0075-08420	785.00	POLICE-EXPLORER X-GAMES		273138	785.00
CALIFORNIA PROFESSIONAL FIREFIGHTER	0065-464	552.00	FIRE-LTD INSURANCE 7/12		273126	552.00
CALIFORNIA PUBLIC EMPLOYEES RETIREM	0010-801-5102-31850	300.00	ADMIN FEE-VALUATION		273139	300.00
CITY OF REDONDO BEACH	0010-801-1801-39400	40.00	HR-TRAINING		273127	40.00
SUSAN HONG	0062-801-5101-35650	3,353.43	CLAIM SETTLEMENT		273128	3,353.43
JOHN JUNG	0428-801-6002-31950	100.00	LIBRARY-HONORARIUM		273140	100.00
LIEBERT CASSIDY WHITMORE	0010-801-1403-39400	55.00	TRAINING		273129	55.00
MONTEREY PARK PETTY CASH	0010-801-1201-33200	12.33	PETTY CASH-MILEAGE		273130	
	0010-801-6505-23050	30.43	PETTY CASH-SUPPLIES		273130	
	0010-801-1403-22750	38.66	PETTY CASH-OFFICE SUPPLIES		273130	
	0010-801-3103-22750	26.06	PETTY CASH-BATTERIES		273130	
	0010-801-3103-22750	32.63	PETTY CASH-BATTERIES		273130	
	0092-801-4223-22750	60.80	PETTY CASH-REFRESHMENTS		273130	
	0010-801-6508-39720	31.54	PETTY CASH-4TH JULY SUPPLIES		273130	
	0010-801-6508-39720	97.86	PETTY CASH-4TH JULY SUPPLIES		273130	
	0075-450-0075-08600	26.06	PETTY CASH-4TH JULY SUPPLIES		273130	
	0010-801-3210-22750	84.82	PETTY CASH-OFFICE SUPPLIES		273130	
	0060-801-3210-38400	70.66	PETTY CASH-OFFICE SUPPLIES		273130	
	0010-801-3210-22750	11.67	PETTY CASH-SUPPLIES		273130	
	0010-801-3210-22750	7.60	PETTY CASH-SUPPLIES		273130	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MONTEREY PARK PETTY CASH	0010-801-3210-22750	93.43	PETTY CASH-REFRESHMENTS		273130	624.55
OCEAN INSTITUTE	0010-801-6506-31150	280.00	DAY CARE FILED TRIP 8/10/12		273141	
	0010-801-6506-31150	280.00	DAY CARE FILED TRIP 8/10/12		273141	560.00
PRIVATE MEDICAL CARE, INC.	0065-461	2,599.83	7/12-DENTAL INSURANCE		273131	2,599.83
SAVANNAH TECH	0345-801-5003-91750	4,398.00	ELAC TRANSIT CENTER	70005	273132	
	0345-801-5003-91750	675.00	ELAC TRANSIT CENTER	70005	273132	
	0345-801-5003-91750	3,912.50	ELAC TRANSIT CENTER	70005	273132	8,985.50
THE STANDARD	0065-458	3,938.63	7/12-LTD INSURANCE		273133	3,938.63
THE GAS COMPANY (DBA)	0010-801-1408-36200	36.97	GAS SERVICE		273142	
	0010-801-3114-36200	24.64	GAS SERVICE		273142	
	0060-801-4211-22250	170.80	GAS SERVICE		273142	232.41
UNITED STATES POST OFFICE	0092-801-4221-32200	10,000.00	POSTAGE-WATER BILLS		273134	10,000.00
UNIVERSAL STUDIOS HOLLYWOOD	0010-801-6506-31150	2,100.00	DAY CARE EXCURSION		273135	2,100.00
VISION SERVICE PLAN-CA	0065-466	2,775.07	7/12-VISION PLAN		273136	2,775.07
TOTAL FOR PREPAID WARRANTS						37,036.26

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ADVANCE PEST TERMITE CONTROL	0010-801-3210-22750	33.00	PEST CONTROL	70163	273253	
	0010-801-3210-22750	39.00	PEST CONTROL	70163	273253	
	0010-801-3210-22750	44.00	PEST CONTROL	70163	273253	116.00
ANA AGUIRRE	0010-701-0010-07050	35.70	REFUND-PICNIC RESERVATION		273254	35.70
CITY OF ALHAMBRA	0166-801-4201-41100	28,082.00	MEMBERSHIP 2012-2013	70064	273255	28,082.00
ALLSTAR FIRE EQUIPMENT INC.	0010-801-3210-22300	907.79	FIRE-SUPPLIES	70167	273256	907.79
ATHENS SERVICES	0344-801-5002-99290	1,300.00	STREET SWEEPING	70080	273257	1,300.00
BAKER & TAYLOR INC	0428-801-6002-22750	561.92	BOOK(S) 100		273258	
	0010-801-6002-40000	50.59	BOOK(S) 2		273258	
	0010-801-6002-40000	15.87	BOOK(S) 1		273258	
	0010-801-6002-40000	9.86	BOOK(S) 1		273258	
	0010-801-6002-40000	554.04	BOOK(S) 40		273258	
	0010-801-6002-40000	11.82	BOOK(S) 1		273258	
	0010-801-6002-40000	16.55	BOOK(S) 1		273258	
	0010-801-6002-40000	369.39	BOOK(S) 22		273258	
	0010-801-6002-40000	719.44	BOOK(S) 42		273258	
	0010-801-6002-40000	351.96	BOOK(S) 19		273258	
	0010-801-6002-40000	8.48-	BOOK(S) CREDIT		273258	
	0010-801-6002-40000	15.36-	BOOK(S) CREDIT		273258	
	0010-801-6002-40000	15.14-	BOOK(S) CREDIT		273258	
	0010-801-6002-40000	17.82	BOOK(S) 1		273258	
	0010-801-6002-40000	16.52	BOOK(S) 1		273258	
	0010-801-6002-40000	30.92	BOOK(S) 2		273258	
	0010-801-6002-40000	12.49	BOOK(S) 1		273258	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BAKER & TAYLOR INC	0010-801-6002-40000	58.26	BOOK(S) 2		273258	2,758.47
BOURRET GLASS & UPHOLSTERY, INC	0060-801-3210-38400	95.00	FIRE-REPAIR #61		273259	95.00
CALIFORNIA CONTRACT CITIES ASSOCIATION	0010-801-1110-39300	3,822.00	CCCA MEMBERSHIP		273260	3,822.00
MANLIANG CHEN	0075-450-0075-08200	1,775.00	REFUND-CONCRETE BOND		273261	1,775.00
CINTAS CORPORATION	0092-801-4221-22300	31.63	WATER-UNIFORMS		273262	
	0092-801-4222-22300	262.62	WATER-UNIFORMS		273262	
	0092-801-4223-22300	109.30	WATER-UNIFORMS		273262	
	0092-801-4221-22300	59.13	WATER-UNIFORMS		273262	
	0092-801-4222-22300	59.13	WATER-UNIFORMS		273262	
	0092-801-4223-22300	59.12	WATER-UNIFORMS		273262	580.93
CITY OF GLENDALE FIRE DEPT.	0071-801-3210-32180	25,220.00	FIRE-VERDUGO DISPATCH SVCS	70170	273263	
	0010-801-3210-32180	80,387.50	FIRE-VERDUGO DISPATCH SVCS	70170	273263	105,607.50
COME LAND MAINTENANCE COMPANY	0010-801-4210-38250	625.00	7/12-JANITORIAL SERVICE	70102	273264	
	0010-801-3114-38250	280.00	7/12-JANITORIAL SERVICE	70102	273264	
	0092-801-4220-38250	100.00	7/12-JANITORIAL SERVICE	70102	273264	
	0092-801-4222-38250	80.00	7/12-JANITORIAL SERVICE	70102	273264	
	0010-801-4210-38250	1,661.00	7/12-JANITORIAL SERVICE	70100	273264	
	0010-801-3114-38250	755.00	7/12-JANITORIAL SERVICE	70100	273264	
	0092-801-4220-38250	279.00	7/12-JANITORIAL SERVICE	70100	273264	
	0092-801-4222-38250	132.00	7/12-JANITORIAL SERVICE	70100	273264	3,912.00
CORVEL ENTERPRISE COMP INC	0080-801-8301-20000	6,666.67	7/12 WORKER'S COMP ADMIN FEE	70200	273265	6,666.67

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CURRENT SOFTWARE INC	0060-801-4211-24150	500.00	FLEET-SOFTWARE SUPPORT		273266	500.00
DAILY JOURNAL CORPORATION	0010-801-1301-34050	134.40	LEGAL NOTICE	70069	273267	134.40
LI ADAM DENG	0010-801-3101-11450	90.00	POLICE-COURT TIME		273268	90.00
EMPIRE CLEANING SUPPLY	0010-801-3210-22750	608.27	JANITORIAL SUPPLIES	70194	273269	913.22
	0010-801-3210-22750	304.95	JANITORIAL SUPPLIES	70194	273269	
FEDERAL EXPRESS CORP.	0010-801-3101-22650	32.26	DELIVERY SERVICE		273270	32.26
FILEKEEPERS, LLC	0010-801-1802-31950	189.76	STORAGE SERVICE		273271	189.76
FRIENDS OF THE SENIORS	0109-801-6511-41200	927.00	7/12 MTA BUS PASS SALES		273272	927.00
GENERAL PETROLEUM (DBA)	0092-801-4222-38420	1,971.37	MOTOR OIL	70151	273273	1,971.37
GRAINGER	0043-801-4208-22170	143.99	STREET-SUPPLIES	70078	273274	143.99
GRAND PRIX TIRE & AUTO CENTER	0060-801-4211-23500	360.00	FLEET-PARTS	70022	273275	360.00
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	54.19	FLEET-PARTS UNIT P31	70023	273276	1,750.18
	0060-801-4211-23500	79.52	FLEET-PARTS	70023	273276	
	0060-801-4211-23500	1,304.13	FLEET-PARTS	70023	273276	
	0060-801-4211-23500	91.74	FLEET-PARTS	70023	273276	
	0060-801-4211-23500	98.52	FLEET-PARTS UNIT 639	70023	273276	
	0060-801-4211-23500	122.08	FLEET-PARTS UNIT 988	70023	273276	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
RANDY HARPER	0010-801-3205-39700	163.89	FIRE-REFRESHMENT		273277	163.89
HOME DEPOT CREDIT SERVICES	0092-801-4210-23050	82.68	HARDWARE SUPPLIES	70085	273278	82.68
INDEPENDENT CITIES RISK	0062-801-5101-35100	446,554.00	PREMIUMS 2012-2013		273279	776,554.00
	0010-801-1802-35200	14,618.00	PREMIUMS 2012-2013		273279	
	0092-801-1802-35200	43,854.00	PREMIUMS 2012-2013		273279	
	0080-801-8301-35300	261,917.00	PREMIUMS 2012-2013		273279	
	0080-801-8301-35300	10,302.00-	PREMIUMS 2010-2011 ADJ		273279	
	0010-801-1802-35200	4,449.75	PREMIUMS 2012-2013		273279	
	0092-801-1802-35200	13,349.25	PREMIUMS 2012-2013		273279	
	0010-801-1802-35400	2,114.00	PREMIUMS 2012-2013		273279	
INTER VALLEY POOL SUPPLY	0010-801-6503-23050	460.01	POOL CHEMICAL		273280	
	0010-801-6503-23050	636.35	POOL CHEMICAL		273280	
	0010-801-6503-23050	383.34	POOL CHEMICAL		273280	
	0010-801-6502-31150	766.69	POOL CHEMICAL		273280	
	0010-801-6503-23050	572.02	POOL CHEMICAL		273280	
	0010-801-6503-23050	437.01	POOL CHEMICAL		273280	
	0010-801-6503-23050	648.69	POOL CHEMICAL		273280	
	0010-801-6502-31150	217.67	POOL CHEMICAL		273280	
	0010-801-6503-23050	613.35	POOL CHEMICAL		273280	
	0010-801-6503-23050	398.68	POOL CHEMICAL		273280	
	0010-801-6503-23050	223.84	POOL CHEMICAL		273280	
	0010-801-6503-23050	572.02	POOL CHEMICAL		273280	
	0010-801-6503-23050	75.00	POOL CHEMICAL		273280	
	0010-801-6503-23050	224.45	POOL CHEMICAL		273280	
	0010-801-6503-23050	460.01	POOL CHEMICAL		273280	
	0010-801-6503-23050	725.36	POOL CHEMICAL		273280	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						7,414.49
INTERSTATE BATTERY SYSTEMS OF	0060-801-3210-38400	181.85	FIRE-BATTERIES		273281	181.85
MARK ISHIDA	0159-801-6507-31910	255.50	INSTRUCTOR-RECREATION CLASS		273282	255.50
RANDY ISHINO	0010-801-6508-24150	79.50	REIMBURSE-INTERNET FAX SVCS		273283	79.50
JANICE TONG	0010-701-0010-07630	29.00	REFUND-RECREATION CLASS		273284	29.00
JOHNNY THOMPSON MUSIC	0010-801-6508-22650	100.00	RECREATION-REPAIR PAINO		273285	100.00
KOVATCH MOBILE EQUIPMENT	0060-801-3210-38400	245.50	FIRE TRUCK REPAIRS T61	70178	273286	1,100.54
	0060-801-3210-38400	855.04	FIRE TRUCK REPAIRS E61	70178	273286	
KRONOS INCORPORATED	0010-801-3210-24150	3,709.10	FIRE-TELESTAFF	70179	273287	3,709.10
CHIU NUAN LAI	0010-701-0010-07630	58.00	REFUND-RECREATION CLASS		273288	58.00
NEIL LAKIN	0075-450-0075-08360	2,399.41	EMPLOYEE COMPUTER PROGRAM		273289	2,399.41
DAVID T. LAU	0010-801-1101-33200	126.54	ICA CONFERENCE		273290	126.54
KAY LE	0075-450-0075-08200	3,169.50	REFUND-GRADING BOND		273291	3,169.50
LIFE-ASSIST INC	0010-801-3220-22350	57.66	FIRE-MEDICAL SUPPLIES	70197	273292	
	0010-801-3220-22350	534.90	FIRE-MEDICAL SUPPLIES	70197	273292	
	0010-801-3220-24200	845.56	FIRE-MEDICAL SUPPLIES	70197	273292	
	0010-801-3220-24200	115.51	FIRE-MEDICAL SUPPLIES	70197	273292	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,553.63
LINCOLN EQUIPMENT INC.	0010-801-6503-31150	25.23	RECREATION-POOL SUPPLIES		273293	25.23
LOS ANGELES COUNTY FIRE DEPT.	0060-801-3210-38400	4,615.50	FIRE-REPAIRS TRUCKS	70183	273294	
	0060-801-3210-38400	515.16	FIRE-REPAIRS TRUCKS	70183	273294	5,130.66
WILLIAM LY	0075-450-0075-08200	336.00	REFUND-GRADING BOND		273295	336.00
MAINTENANCE SUPERINTENDENTS	0022-801-4202-39400	75.00	MEMBERSHIP-PUBLIC WORK		273296	75.00
MCNEILL SOUND & SECURITY	0010-801-6517-38400	350.00	SECURITY SYSTEM MAINTENANCE	70106	273297	
	0092-801-4210-38400	715.00	SECURITY SYSTEM MAINTENANCE	70106	273297	
	0092-801-4220-38400	720.00	SECURITY SYSTEM MAINTENANCE	70106	273297	1,785.00
MERCI	0152-801-5004-99009	125,919.20	COMMUNITY PROGRAM	70201	273298	125,919.20
METRON-FARNIER, LLC	0092-801-4224-81070	12,677.34	WATER-METERS	70133	273299	12,677.34
MIKE'S MUFFLER	0060-801-4211-38400	120.18	FLEET-REPAIR UNIT 906	70034	273300	120.18
MISSION SUPER HARDWARE	0060-801-4211-23500	21.49	HARDWARE SUPPLIES	70035	273301	21.49
MOBILE MINI LLC	0075-450-0075-08915	5.45	FARMERS MARKET-STORAGE		273302	
	0075-450-0075-08915	435.93	FARMERS MARKET-STORAGE		273302	441.38
MOVIE LICENSING USA (DBA)	0010-801-6002-40000	2,185.00	COPYRIGHT LICENSE		273303	2,185.00
MR ROOTER PLUMBING	0010-801-6503-23050	205.00	PARKS-PLUMBING SERVICES		273304	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						205.00
MR. ROOTER PLUMBING (DBA)	0010-801-4210-38100	293.30	PLUMBING SERVICES	70107	273305	
	0010-801-4210-38100	940.00	PLUMBING SERVICES	70107	273305	
	0010-801-4210-38100	975.00	PLUMBING SERVICES	70107	273305	
	0010-801-4210-38100	925.00	PLUMBING SERVICES	70107	273305	
	0010-801-4210-38100	980.00	PLUMBING SERVICES	70107	273305	
	0010-801-4210-38100	950.00	PLUMBING SERVICES	70107	273305	
						5,063.30
NAT READ COMMUNICATIONS, INC.	0166-801-4201-39300	833.00	7/12-710 FREEWAY CONSULTING		273306	
						833.00
OCE FINANCIAL SERVICES INC.	0060-801-4211-38400	156.66	COPY MACHINE RENTAL		273307	
	0010-801-1301-37500	1,554.04	COPY MACHINE RENTAL	70067	273307	
						1,710.70
OCE IMAGISTICS INC	0010-801-3210-21300	532.98	COPIER SUPPLIES		273308	
						532.98
OFFICE DEPOT INC.	0010-801-3210-21350	228.54	OFFICE SUPPLIES	70195	273309	
	0010-801-3210-21350	59.34	OFFICE SUPPLIES	70195	273309	
	0010-801-3210-21250	78.68	OFFICE SUPPLIES	70195	273309	
	0010-801-3210-21250	4.83	OFFICE SUPPLIES	70195	273309	
						371.39
PARKHOUSE TIRE, INC.	0060-801-3210-38400	3,582.54	FLEET-TIRES	70161	273310	
						3,582.54
PAUL TALBOT	0010-801-1201-33200	126.54	ICA CONFERENCE		273311	
						126.54
SAM PHUNG	0075-450-0075-08200	1,250.00	REFUND-CONCRETE BOND		273312	
						1,250.00
R S D REFRIGERATION	0010-801-4210-38150	12.01	AIR CONDITIONING PARTS	70111	273313	
						12.01
S C FUELS (DBA)	0060-801-4211-22250	13,691.34	FUEL 7/12	70050	273314	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
S C FUELS (DBA)	0060-801-4211-22250	13,335.32	FUEL 7/12	70050	273314	27,026.66
SAN GABRIEL VALLEY ASSISTANTS	0010-801-1201-39300	55.00	MEMBERSHIP		273315	55.00
SAN GABRIEL VALLEY ECONOMIC	0010-801-1101-39300	5,000.00	MEMBERSHIP		273316	5,000.00
SEA CLEAR POOLS INC	0010-801-6503-38200	385.08	BARNES POOL-REPAIR		273317	385.08
TERESA REAL SEBASTIAN	0010-801-1201-33200	126.54	ICA CONFERENCE		273318	126.54
SIEMENS WATER TECHNOLOGIES COR	0071-801-3210-38400	96.98	FIRE-CHEMICALS		273319	96.98
YAN FANG SITU	0075-450-0075-08200	570.00	REFUND-GRADING BOND		273320	570.00
SOS SURVIVAL PRODUCTS INC	0071-801-3201-39460	39.88	FIRE-SAFETY SUPPLIES		273321	39.88
SUPREME TROPHIES & GIFTS CO.	0010-801-3101-22750	27.19	POLICE-NAME STAMP		273322	108.75
	0010-801-6508-22670	81.56	RECREATION-COUNTER SIGN		273322	
AMY THACH	0159-701-0159-07010	97.00	REFUND-RECREATION CLASS		273323	97.00
TOKAY SOFTWARE INC	0092-801-4221-38400	640.00	WATER-SOFTWARE ANNUAL SUPPORT		273324	640.00
TOURCOACH CHARTER & TOURS	0109-801-4201-31950	1,353.38	9/8/12-HOLLYWOOD BOWL CHARTER		273325	1,353.38
TURNOUT MAINTENANCE COMPANY LLC	0010-801-3210-38400	261.00	FIRE-UNIFORM CLEANING/REPAIR	70188	273326	657.98
	0010-801-3210-38400	396.98	FIRE-UNIFORM CLEANING/REPAIR	70188	273326	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 08/8, 2012

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
UNITED SITE SERVICES OF CA INC	0075-450-0075-08915	469.54	FARMERS MARKET-RESTROOM RENTAL		273327	
	0075-450-0075-08915	226.33	FARMERS MARKET-RESTROOM RENTAL		273327	695.87
VULCAN MATERIAL CO	0110-801-4202-23600	678.85	ASPHALT	70094	273328	
	0110-801-4202-23600	245.39	ASPHALT	70094	273328	
	0110-801-4202-23600	588.21	ASPHALT	70094	273328	1,512.45
WESTERN WATER WORKS SUPPLY CO.	0092-801-4223-23350	1,464.87	WATER SUPPLIES	70126	273329	1,464.87
WITTMAN ENTERPRISES	0010-801-3220-31400	5,040.00	6/12-AMBULANCE BILLING SVC.	70190	273330	5,040.00
ANTHONY WONG	0010-801-1101-33200	126.54	ICA CONFERENCE		273331	126.54
RICKY WONG	0159-801-6507-31910	115.70	INSTRUCTOR-RECREATION CLASS		273332	115.70
THOMAS WONG	0159-801-6507-31910	101.40	INSTRUCTOR-RECREATION CLASS		273333	101.40
ZUMAR INDUSTRIES, INC.	0010-801-4206-23800	3,412.03	TRAFFIC-SIGNS	70084	273334	
	0010-801-4206-23800	81.56	TRAFFIC-SIGNS	70084	273334	3,493.59
TOTAL FOR PRINTED WARRANTS						1,170,760.48

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 08/15 2012

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TOTAL FOR PREPAID WARRANTS	37,036.26
TOTAL FOR PRINTED WARRANTS	1,170,760.48
TOTAL WARRANTS	1,207,796.74
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	17
TOTAL CHECKS PRINTED	82
TOTAL CHECKS ISSUED	99

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 8/8/2012
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	3,618.48	151,981.05	155,599.53
0022	STATE GAS TAX FUND	0.00	75.00	75.00
0043	REFUSE FUND	0.00	143.99	143.99
0060	CITY SHOP FUND	241.46	40,025.76	40,267.22
0062	GENERAL LIABILITY FUND	3,353.43	446,554.00	449,907.43
0065	PAYROLL CLEARING ACCOUNT	9,865.53	0.00	9,865.53
0071	PUBLIC SAFETY IMPACT FEE FUND	0.00	25,356.86	25,356.86
0075	SPECIAL DEPOSITS FUND	811.06	10,637.16	11,448.22
0080	WORKERS COMP FUND	0.00	258,281.67	258,281.67
0092	WATER FUND	10,060.80	76,646.44	86,707.24
0109	OPA PROPOSITION A	0.00	2,280.38	2,280.38
0110	MEASURE R FUND	0.00	1,512.45	1,512.45
0152	HOME HOUSING PROGRAM	0.00	125,919.20	125,919.20
0159	RECREATION FUND	0.00	569.60	569.60
0166	PROPOSITION C	0.00	28,915.00	28,915.00
0344	MAINTENANCE GRANT (075)	0.00	1,300.00	1,300.00
0345	MTA GRANT (MONTEBELLO)	8,985.50	0.00	8,985.50
0428	CA COUNCIL FOR THE HUMANITIES	100.00	561.92	661.92
	TOTAL	37,036.26	1,170,760.48	1,207,796.74

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NOS. 8584 AND 9921 IN THEIR ENTIRETY TO ESTABLISH THE MEANS OF MAYORAL ROTATION.

BE IT RESOLVED by the Council of the City of Monterey Park as follows:

SECTION 1: Resolution Nos. 8584 (adopted January 26, 1982) and 9921 (adopted December 12, 1994) are amended in their entirety to conform with this Resolution.

SECTION 2: Beginning September 14, 2011, the City Council will reorganize every 41 weeks at a regular meeting by selecting a councilmember as Mayor and another councilmember as Mayor Pro Tempore.

SECTION 3: No person can be appointed Mayor unless he or she held the position of Mayor Pro Tempore immediately preceding such Mayoral appointment.

SECTION 4: As councilmembers leave the Council, the order of appointment will be modified by adding the names of new councilmember at the bottom of the order of appointment and deleting the name of departing members. When the names of two or more new councilmembers are added at the same time, their respective positions on the order of appointment will be determined based on which person received the higher number of votes in the municipal election at which they were elected.

SECTION 5: When a council reorganization is required by California law, the persons then serving as Mayor and Mayor Pro Tempore, if eligible in accordance with this Resolution, will be reappointed for the balance of time remaining, if any, in those respective positions.

SECTION 6: By affirmative vote of not less than four members of the Council, the provisions of this resolution may be suspended, and any member of the Council may be appointed to the position of Mayor or Mayor Pro Tempore for a fixed or indeterminate term or terms

SECTION 7: At the time of adopting this Resolution, the order of rotation is as follows:

- A. Mayor: Mitchell Ing
- B. Mayor pro tem: Teresa Real Sebastian
- C. Councilmember: Anthony Wong

- D. Councilmember: vacant
- E. Councilmember: David T. Lau

SECTION 8: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions; and make a minute of the adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 9: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 8th day of August, 2012.

Mitchell Ing, Mayor

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

I, David Barron, City Clerk of the City of Monterey Park, California, hereby certify that the whole number of members of the City Council of the City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the 8th day of August, 2012, and the same was so passed and adopted by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Barron, City Clerk

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

By: _____

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 9

DATE: August 8, 2012

TO: Paul Talbot, City Manager
FROM: David M. Barron, City Clerk
SUBJECT: City Council Minutes

Attached are minutes for approval by City Council for the following meetings:

- May 16, 2012
- June 6, 2012
- June 11, 2012 (adjourned special budget meeting)
- June 14, 2012 (special meeting)
- June 20, 2012 (special meeting)
- June 20, 2012
- June 25, 2012 (special meeting)
- June 25, 2012 (adjourned special meeting)
- June 27, 2012 (special meeting)
- July 16, 2012 (special meeting)
- July 18, 2012 (special meeting)

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended that the City Council approved the minutes.

By:



David M. Barron
City Clerk (E)

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
MAY 16, 2012**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, May 16, 2012 at 7:00 p.m.

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

CALL TO ORDER:

Mayor Lau called the meeting to order at 7:07 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute.

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Chu, Wong, Real Sebastian, Ing (arrived at 7:45 p.m.), Lau

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, City Attorney Hensley, City Treasurer Leon, Police Chief Smith, Director of Community Development Basham, Director of Public Works Saykali, Director of Human Resources Cody, Acting Fire Chief Birrell, Financial Services Manager Yaung, Interim City Librarian Arvizu

1. AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

None

2. PRESENTATION

None

(SA) CONSENT CALENDAR CONSISTS OF ITEM 3 AND ITEM 5

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

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted Item Nos. 3 - 5, and reading resolutions and ordinances by title only and waiving further reading thereof.

MISSION STATEMENT

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

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

Ayes: Council Members: Chu, Wong, Real Sebastian, Lau
Noes: Council Members: None
Absent: Council Members: Ing
Abstain: Council Members: None

3. (SA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council approve all disbursements.

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted **Resolution No. SA-10**, on Consent Calendar.

Resolution No. SA-10, entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MONTEREY PARK REDEVELOPMENT AGENCY ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED MAY 16, 2012 TOTALING \$2,179.16 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

4. (SA) INVESTMENT REPORT AS OF APRIL 2012

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

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency received and filed the investment report as of April 2012 on Consent Calendar.

5. (SA) MINUTES

Approval of Minutes from the April 4, 2012 and April 18, 2012 Successor Agency to the former Monterey Park Redevelopment Agency Meeting.

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 4, 2012 and April 18, 2012 on Consent Calendar.

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

(HSA) CONSENT CALENDAR CONSISTS OF ITEMS 6 TO 7

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

Action Taken: The City Council acting on behalf of the Housing Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted Item Nos. 6 - 7, and reading resolutions and ordinances by title only and waiving further reading thereof.

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

Ayes: Council Members: Chu, Wong, Real Sebastian, Lau
Noes: Council Members: None
Absent: Council Members: Ing
Abstain: Council Members: None

6. (HSA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AN INTERFUND TRANSFERS

It is required that the City Council approve all disbursements.

Action Taken: The City Council approved and adopted **Resolution No. HSA-4** on Consent Calendar.

Resolution No. HSA-4, entitled:

A RESOLUTION OF THE HOUSING SUCCESSOR AGENCY TO THE FORMER MONTEREY PARK REDEVELOPMENT AGENCY ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED MAY 16, 2012 TOTALING \$261.22 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

7. (HSA) MINUTES

Approval of Minutes from the April 4 and April 18, 2012 Housing Successor Agency to the former Monterey Park Redevelopment Agency Meetings.

Action Taken: The City Council acting on behalf of the Housing Successor Agency of the former Monterey Park Redevelopment Agency approved the minutes from the Regular Meeting of April 4, 2012 and April 18, 2012 on Consent Calendar.

This is the end of Housing Successor Agency (HSA) items.

CONSENT CALENDAR CONSISTS OF ITEMS 8 TO 15

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

Action Taken: Council Members approved and adopted Item Nos. 8 – 15, except for Item No. 11 and the April 18, 2012 Minutes which were pulled.

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

Ayes: Council Members: Chu, Wong, Real Sebastian, Ing, Lau

Noes: Council Members: None

Absent: Council Members: None

Abstain: Council Members: None

8. RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council approve all disbursements.

Action Taken: The City Council approved and adopted **Resolution No. 11486**, on Consent Calendar.

Resolution No. 11486, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED MAY 16, 2012 TOTALING \$345,578.09 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

9. INVESTMENT REPORT AS OF APRIL 2012

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

Action Taken: The City Council received and filed the investment report as of April 2012 on Consent Calendar.

10. MINUTES

Approval of Minutes from the City Council Meeting of April 4, 2012, April 18, 2012 and the Special Meeting of May 2, 2012.

Action Taken: The City Council approved the minutes from the April 4, 2012 Regular Meeting and the Special Meeting of May 2, 2012 on the Consent Calendar except for the Regular Meeting of April 18, 2012 which was pulled.

11.ADOPT RESOLUTION NO. 11485 SUPPORTING THE TRANSFER OF ONTARIO INTERNATIONAL AIRPORT TO LOCAL CONTROL

The City of Ontario seeks to regain local control of Ontario Airport that is managed by the Los Angeles World Airports. To date, 65 local governments and agencies have adopted resolutions of support for Ontario's efforts.

This item was heard at the beginning of the Consent Calendar

Action Taken: The City Council approved and adopted **Resolution No. 11485**, on Consent Calendar.

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

Ayes: Council Members: Wong, Real Sebastian, Lau
Noes: Council Members: Chu
Absent: Council Members: Ing
Abstain: Council Members: None

Resolution No. 11485, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA SUPPORTING THE TRANSFER OF ONTARIO INTERNATIONAL AIRPORT TO LOCAL

12.ADOPT RESOLUTION NO. 11487 TO APPLY FOR GRANT FUNDS FROM LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT GRANT PROGRAM AVENUE

Los Angeles County Supervisor Gloria Molina is spearheading a competitive grant opportunity for jurisdictions in her district that have suffered tree loss from last year's wind storm. The County's Regional Park and Open Space District Grant Program requires interested cities to adopt a resolution that approves the grant application for submittal and certifies assurances such as timely completion and proper use of funds.

Action Taken: The City Council approved and adopted **Resolution No. 11487** on Consent Calendar.

Resolution No. 11487, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION FOR GRANT FUNDS FROM LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

13.DELTA PERCHLORATE RESIN REMOVAL/DISPOSAL AND VESSEL INSPECTION – AWARD OF CONTRACT

The contaminations levels in the City's water are well below the maximum contaminate level, and meet the water quality standards. The California Department of Public Health

has granted the City permission to stop perchlorate treatments. The next step is to remove the resin from the vessels and dispose of the spent material. In addition, the City will have the vessels inspected, disinfected and sealed.

Action Taken: The City Council awarded a contract to Carbon Activated to remove, and dispose of spent resin and to disinfect, inspect and seal the vessels at the Delta Plant in an amount not to exceed \$44,870 on Consent Calendar.

14.ADOPT RESOLUTION NO. 11488 AUTHORIZING SOLICITATION OF BIDS FOR FIRE STATIONS 62 AND 63 ROOF REPAIR

Fire Station 62 requires new asphalt shingles to be placed over existing shingles and sheet metal flashing replaced. Fire Station 63 requires a sprayed foam roofing system to be applied over the existing foam roof for waterproofing and improve overall building insulation. The existing roof drain systems at both stations will also be repaired as needed.

Action Taken: The City Council approved and adopted **Resolution No. 11488** on Consent Calendar.

Resolution No. 11488, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA AUTHORIZING STAFF TO SOLICIT BIDS FOR FIRE STATIONS 62 AND 63 ROOF REPAIR PROJECT

15.ANIMAL CARE AND CONTROL SHELTERING, LICENSING AND AFTER HOURS SERVICE AGREEMENT

The contract between the San Gabriel Valley Animal Joint Powers Authority (JPA) and the San Gabriel Valley Humane Society (SGVHS) expires on June 30, 2012. Attempts to negotiate a mutually agreed upon service agreement between the JPA and SGVHS were unsuccessful. On Thursday May 10, 2012 the JPA Executive Committee convened and based on the current circumstances facing the JPA, elected to dissolve the JPA, thus terminating its contract with the SGVHS effective June 30, 2012. Based on the dissolution of the San Gabriel Valley Animal Joint Powers Authority, the City of Monterey Park will no longer have a sheltering, licensing, and after hour service agreement in place after June 30, 2012. Staff has examined alternative solutions to fulfill animal sheltering, licensing, and after hour services.

Action Taken: The City Council voted to terminate the San Gabriel Valley Animal Joint Powers Authority Agreement in accordance with Section 11 of that Agreement as recommended by the JPA Executive Board and authorized the City Manager to execute a service agreement in a form approved by the City Attorney with the Los Angeles County Animal Care and Control Department, not to exceed \$10,000.00 of the estimated rates on Consent Calendar as amended to include the ratification of Council Member Chu's vote that she cast at the Joint Powers Authority Executive Board Meeting to terminate the JPA agreement.

16. ORAL AND WRITTEN COMMUNICATIONS

- George Sanchez from the San Gabriel Mountains Forever asked the city council to consider a resolution in support of the San Gabriel Mountains and Wilderness Protection.
- Larry Sullivan announced the Making Strides Against Breast Cancer Walk will be on Sunday, June 10, 2012 at East Los Angeles College beginning at 8:00 a.m. He spoke of the event details and also on the upcoming events in the city.
- Thomas Wong spoke of the Metro, 710 Freeway project.
- Rita Miller said she is involved with the Making Strides Against Breast Cancer Walk.
- Nancy Arcuri said she attended the first Ad Hoc Committee meeting on May 14, 2012. She suggested these meetings be televised so the residents and the public can share their opinions. She asked about the independent report from the Emergency Services Consulting International. Ms. Arcuri encouraged residents to attend the June 4, 2012 and June 5, 2012 Budget Hearings.
- Matt Hallock from the Monterey Park Fire Department spoke of the upcoming fundraiser. He said the proceeds will not only benefit Making Strides Against Breast Cancer but also for the Fire Explorers.
- Randy Sanchez invited the City Council on behalf of Cub Scout Pack 206, to their June 3, 2012 Award Ceremony at St. Thomas Aquinas Church beginning at 3:00 p.m.
- Jimmy Tran stated that he was from the East Side Spirit and Pride at East Los Angeles College (ELAC). He invited the City Council to their upcoming golf event on June 8th at 3:00 p.m. He mentioned that the all the event proceeds will go towards ELAC student scholarships to support the transfer of students to a four-year university.
- David Barron spoke of Monterey Park's 96th Birthday and the Play Days Parade on Saturday, May 19, 2012 beginning at 11:00 a.m. He informed the public that the Fung Brothers will be the Grand Marshals for the parade. He also spoke of the other activities during the Play Days event over the weekend.
- Yukio Kawarantani spoke on Measure J and asked about a legal opinion from the City Attorney letter in reference to the transfer of fire services to Los Angeles County.

PUBLIC HEARING

Mayor Lau opened the public hearing at 8:15 p.m. and closed the hearing at 8:35 p.m.

17. INTRODUCTION OF ORDINANCE NO. _____ APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND MAGNUS SUNHILL GROUP LLC TO FACILITATE THE DEVELOPMENT OF THE MONTEREY PARK TOWNE CENTER

The development agreement would replace and update the prior disposition and development agreement (the "DDA") between the former Monterey Park Redevelopment Agency ("Agency") and Magnus, which was terminated by the Agency in January 2012 before the Agency's dissolution. The City's transfer of a parcel previously used by the City as a parking lot to Magnus in January 2012 is expressly conditioned on the parties executing a development agreement regulating the construction and development of the Towne Center development. The Monterey Park Towne Center development is proposed for 100-200 South Garfield Avenue.

Action Taken: The City Council introduced and waived the first reading of the Ordinance approving a Development Agreement between the City of Monterey Park and Magnus Sunhill Group LLC to facilitate the development of the Monterey Park Towne Center and continued the regular meeting to May 29, 2012 at 12:00 p.m. for second reading and adoption of the Ordinance. The City Council also authorized, if necessary, the City Manager to execute an extension of the reverter clause in the Purchase and Sale Agreement of the City's parking lot to August 1, 2012 in a form approved by the City Attorney.

Ordinance – 1st Reading, entitled:

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND MAGNUS SUNHILL GROUP LLC TO FACILITATE THE DEVELOPMENT OF THE MONTEREY PARK TOWNE CENTER

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

Ayes: Council Members: Chu, Wong, Real Sebastian, Ing, Lau
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

UNFINISHED BUSINESS

None.

NEW BUSINESS

18. INTRODUCTION OF ORDINANCE NO. _____ TO BAN SMOKING IN OUTDOOR PUBLIC WORK

The City currently prohibits smoking in all City Parks according to Ordinance No. 2030 adopted on May 4, 2005 in conformance with the State's Health and Safety Code § 104495 that prohibits smoking at public playgrounds. The proposed outdoor smoking ordinance would expand non-smoking at outdoor dining and shopping mall common areas.

Public Speakers:

- Thomas Wong said he is in favor of this ban and applauded the city council for moving forward with this ban.
- Michael Olivares from Clean Air For Everyone (CAFÉ) Coalition said they have been working on surveys in the community for about two years. He spoke of the negative economic impact for taxpayers for hospital care.
- Way Wen from the Los Angeles County Department of Public Health spoke of the correlations on smoking and toxins in the smoke and placed emphasis on second hand smoke in the air.
- Zenni Duong, Youth Advisory Board member and a senior from Mark Keppel High School said she is in favor of this ban and congratulated the community on this ordinance.
- Roy Rosell, Vice Chair from the Coalition for a Tobacco Free Los Angeles County said he is in favor of this ordinance. He spoke of tobacco prevention and tobacco related illnesses and the dangers of second hand smoke.
- Jason Hum from the East Los Angeles College, Respiratory Training Program said he is in favor of this ordinance.
- Marsha Ramos, resident from the City of Burbank said she is in favor of this ordinance. She said she was a former council member from the City of Burbank and she voted to enact the same ban.
- Steven Gallegos, Project Coordinator from Clean Air for Everyone (CAFÉ) Coalition brought signed petitions from those in favor of banning outdoor smoking. He said he began collecting these signatures since 2010 and the list presently has over 1,100 signatures of people in favor of this ordinance. He left a copy of the signed petition to be forwarded to each council member.
- Christine Li said she is in favor of this ordinance. She said she has many family members residing in the city and said they will enjoy a smoke free outdoor dining.
- John Tang and his two young sons said they are in favor of this ordinance. He said he brought his two young sons to see how ordinances are developed and how history is made.

Action Taken: The City Council introduced and waived the first reading of the Ordinance approving the banning of smoking in outdoor public areas as amended to extend the public outreach/education to 90 days and scheduled a second reading and adoption for the City Council's next regular meeting.

Ordinance – 1st Reading, entitled:

AN ORDINANCE AMENDING CHAPTER 6.20 OF THE MONTEREY PARK MUNICIPAL CODE IN ITS ENTIRETY REGULATING PROHIBITIONS ON SMOKING IN CERTAIN PUBLIC PLACES.

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

Ayes: Council Members: Wong, Real Sebastian, Ing, Lau
Noes: Council Members: Chu
Absent: Council Members: None
Abstain: Council Members: None

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Communications and committee reports from Council Representatives of specific organizations (Non Action Item)

Council Member Chu reported her attendance at the Independent Cities Association conference. She said the Association is planning a press conference regarding the early release of felons and its impact on the different cities. She also reported that she attended the Fire Ad Hoc Meeting and the Oversight Board Committee meeting. Council Member Wong reported that he attended the League of California Cities meeting. He said the Director from Southern California Edison spoke of the improvements Edison is implementing to better their service in case of an emergency. He spoke of the upcoming Play Days Parade and the Monterey Park Lions Club Pancake breakfast. Council Member Real Sebastian reported on the Garvey Ranch Park Historical Heritage Museum Community Clean Up Day. She spoke about the upcoming Play Days Parade and invited everyone to join her to walk in the parade in support of Making Strides Against Breast Cancer. Council Member Ing spoke of the Play Days Parade, he stated that the Grand Marshals will be the Fung Brothers, comedic rappers and Youtube celebrities. Mayor Lau reported that he attended the Cinco De Mayo event at Barnes Park, the Southern California Edison Special Scholarship representation to the Asian American students in celebration of the Asian Heritage Week, Langley Senior Center Mother's Day Luncheon, the City of Monterey Park's Semi-Annual Strategic Planning Session, and State Senator Ed Hernandez's special meeting with the Monterey Park senior citizens. He also reported that the Mayor's State of the City Address special luncheon will be at the NBC Seafood Restaurant.

CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting adjourned at 11:10 p.m. in memory of Celine Tang, resident and relative of Council Member Wong.

David M. Barron, CMC
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
JUNE 6, 2012**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, June 6, 2012 at 7:00 p.m.

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

CALL TO ORDER:

Mayor Lau called the meeting to order at 7:07 p.m.

FLAG SALUTE:

The Monterey Park Fire Explorers led the flag salute.

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Chu, Wong, Real Sebastian, Ing, Lau

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, City Attorney Hensley, City Treasurer Leon, Police Chief Smith, Director of Community Development Basham, Director of Public Works Saykali, Director of Human Resources Cody, Acting Fire Chief Birrell, Financial Services Manager Young, Interim City Librarian Arvizu, Economic Development Consultant Chet Yoshizaki

1. AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

None

2. PRESENTATION: STRATEGIC PLAN UPDATE

Action Taken: City Manager Talbot requested to add 2 items to the Strategic Plan Update with a implemented goal date set by 11/01/2012 to: (1) Develop a plan to rebuild the city's economical development program; and (2) Hire a new Economic Director. Received and Filed.

(SA) CONSENT CALENDAR CONSISTS OF ITEM 3 AND ITEM 4

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

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted Item No. 3 and

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.

Item No. 4, as amended on Consent Calendar, and reading resolutions and ordinances by title only and waiving further reading thereof.

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

Ayes: Council Members: Chu, Wong, Real Sebastian, Ing, Lau
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

3. (SA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted **Resolution No. SA-11**, on Consent Calendar.

Resolution No. SA-11, entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MONTEREY PARK REDEVELOPMENT AGENCY ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED JUNE 6, 2012 TOTALING \$58.61 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

4. (SA) MINUTES

Approval of Minutes from the May 2, 2012 Successor Agency to the former Monterey Park Redevelopment Agency Meeting.

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 May 2, 2012 as amended to specify a clear separation between Successor Agency and City Council items.

NEW BUSINESS

5. (SA) PLAN FOR DISPOSITION OF AGENCY REAL PROPERTY ASSETS

The Successor Agency to the former Redevelopment Agency should consider reviewing and approving the disposition of real properties acquired by the former Redevelopment Agency and submit the plan to the Oversight Board for consideration per Health and Safety Code Sections 34180-34181.

Action Taken: The City Council acting on behalf of the Successor Agency to the former Monterey Park Redevelopment Agency approved the disposition plan for the real

property assets of the former Redevelopment Agency and transmitted the plan to the Oversight Board for approval.

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

Ayes: Council Members: Chu, Wong, Real Sebastian, Ing, Lau
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

6. (SA) RATIFICATION OF THE AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS)

Staff prepared two ROPS for the City Council Acting on behalf of the Successor Agency of the Former Monterey Park Redevelopment Agency (SA). One was for January 1, 2012 to June 30, 2012 and the other was for July 1, 2012 to December 31, 2012. The SA approved the ROPS on February 15, 2012 and forwarded them to the Oversight Board, the State Controller's Office, and the Department of Finance. The City's Finance Department was notified that the June tax increment payment would be made to the City indicating that the ROPS has been approved. To ensure the payment, staff recommends that the SA ratify the amended ROPS submitted and approved by the Department of Finance.

Action Taken: The City Council acting on behalf of the Successor Agency to the former Monterey Park Redevelopment Agency approved the recommendation that the City Council ratify the two amended ROPS.

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

Ayes: Council Members: Wong, Real Sebastian, Ing, Lau
Noes: Council Members: Chu
Absent: Council Members: None
Abstain: Council Members: None

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

(HSA) CONSENT CALENDAR CONSISTS OF ITEM 7

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

Action Taken: The City Council acting on behalf of the Housing Successor Agency to the former Monterey Park Redevelopment Agency approved and adopted Item No. 7 on Consent Calendar, and reading resolutions and ordinances by title only and waiving further reading thereof.

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

Ayes: Council Members: Chu, Wong, Real Sebastian, Ing, Lau
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

7. (HSA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AN INTERFUND TRANSFERS

Action Taken: The City Council approved and adopted Item No. 7 on Consent Calendar, and reading resolutions and ordinances by title only and waiving further reading thereof.

Resolution No. HSA-5, entitled:

A RESOLUTION OF THE HOUSING SUCCESSOR AGENCY TO THE FORMER MONTEREY PARK REDEVELOPMENT AGENCY ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED JUNE 6, 2012 TOTALING \$664.24 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

This is the end of Housing Successor Agency (HSA) items.

CONSENT CALENDAR CONSISTS OF ITEMS 8 TO 16

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

Action Taken: Council Members approved and adopted Item Nos. 8 – 16, on Consent Calendar, and reading resolutions and ordinances by title only and waiving further reading thereof except for Item No. 10 which was amended and Item No. 11 and Item No. 16 which were pulled.

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

Ayes: Council Members: Chu, Wong, Real Sebastian, Ing, Lau
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

8. RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council approve all disbursements.

Action Taken: The City Council approved and adopted **Resolution No. 11489**, on Consent Calendar.

Resolution No. 11489, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **June 6, 2012 TOTALING \$1,269,565.81** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

9. ADOPT RESOLUTION NO. 11490 SETTING APPROPRIATIONS LIMIT FOR FISCAL YEAR 2012-13 IN ACCORDANCE WITH ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION

The appropriation limit is a constitutional spending restriction approved by the California voters in November 1979 and places a maximum amount of tax proceeds a government may spend in a fiscal year. Each year, the State Department of Finance provides information for calculating the appropriation limit. The data used to adjust the City's 2012-13 limits are the California per capita personal income growth of 3.77% and the City's population growth of 1.30%.

Action Taken: The City Council adopted **Resolution No. 11490** setting the appropriations limit for fiscal year 2012-13 in accordance with Article XIIIB of the California Constitution.

Resolution No. 11490, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA SETTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2012-13 IN ACCORDANCE WITH ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION.

10. MINUTES

Approval of Minutes from the City Council Regular Meetings of April 18, 2012, May 2, 2012 and the Special Meetings of May 8, 2012 and May 16, 2012.

Action Taken: The City Council approved the minutes from the regular meetings of April 18, 2012, May 2, 2012 and the Special Meetings of May 8, 2012 and May 16, 2012 as amended. The City Council directed the City Clerk to amend the regular meeting minutes of April 18, 2012 Agenda Item #19 to include that the Deputy City Attorney Berger stated this item should have not been presented to the Traffic Commission since the area already prohibits commercial truck traffic.

11. ADOPT ORDINANCE NO. 2091 AMENDING CHAPTER 6.20 OF THE MONTEREY PARK MUNICIPAL CODE IN ITS ENTIRETY REGULATING PROHIBITIONS ON SMOKING IN CERTAIN PUBLIC PLACES

The City currently prohibits smoking in all City Parks according to Ordinance No. 2030 adopted on May 4, 2005 in conformance with the State's Health and Safety Code § 104495 that prohibits smoking at public playgrounds. The proposed outdoor smoking ordinance would expand non-smoking at outdoor dining and shopping mall common areas.

This item was pulled for separate discussion and heard after Item No. 16.

Public Speakers:

- Steven Gallegos, Program Coordinator from Clean Air For Everyone (CAFÉ) Coalition thanked the council for their continued support on the proposed ordinance and spoke of the positive health impact to the community and residents.
- Esther Lim, a volunteer spokesperson for the American Heart Association and city resident, spoke in support of the city's outreach to smoking prevention and the community's livelihood.
- Miguel Olivares, Outreach Specialist from Clean Air For Everyone (CAFÉ) expressed his support of the ordinance in creating a better quality of life for families and the residents at our community parks.

Action Taken: The City Council waived the second reading and adopted **Ordinance No. 2091** and directed staff to bring back to council additional languages to address certain concerns.

Ordinance No. 2091, entitled:

AN ORDINANCE AMENDING CHAPTER 6.20 OF THE MONTEREY PARK MUNICIPAL CODE IN ITS ENTIRETY REGULATING PROHIBITIONS ON SMOKING IN CERTAIN PUBLIC PLACES

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

Ayes: Council Members: Wong, Real Sebastian, Ing, Lau
Noes: Council Members: Chu
Absent: Council Members: None
Abstain: Council Members: None

12.ADOPT RESOLUTION NO. 11491 DESIGNATING CITY REPRESENTATIVES TO THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA)

The City of Monterey Park is a member of the Independent Cities Risk Management Authority which is a Joint Powers Authority (JPA) created pursuant to provisions of the Government Code and was formed to provide Liability, Worker's Compensation and Property Insurance as well as other risk management services. The JPA provides that each member city appoint representatives of the City to serve on the ICRMA Governing Board.

Action Taken: The City Council approved and adopted **Resolution No. 11491**, designating city representatives to the Independent Cities Risk Management Authority (ICRMA).

Resolution No. 11491, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA DESIGNATING CITY REPRESENTATIVES TO THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA)

13.AWARD OF CONTRACT – EMS BILLING AND COLLECTION SERVICES

The Monterey Park Fire Department has been providing pre-hospital emergency medical services including ambulance transport through certified firefighter/paramedics and emergency medical technicians. The City charges for these services, which are billed by a private contractor and the fees set forth in Monterey Park's Master Schedule of Fees. The current vendor is Wittman Enterprises, LLC, whose contract is set to expire at the end of this month. To ensure continuity of billing and revenue receipts, a Request for Proposal was issued by the Support Services Division in April with responses due in May. One proposal was received from Wittman Enterprises, LLC (Wittman).

Action Taken: The City Council awarded the billing and collection services contract to Wittman Enterprises, LLC; and authorized the City Manager to execute the agreement approved as to form by the City Attorney, effective July 1, 2012, on Consent Calendar.

14.AWARD OF CONTRACT – SGVCOG ENERGY AUDIT PROGRAM

As part of the long-term California Energy Efficiency Strategic Plan, the California Public Utilities Commission authorized Southern California Edison to provide funding to conduct strategic plan activities to address local government goals. The San Gabriel Valley Council of Governments secured a grant to assist member cities prepare an energy efficiency chapter of a Climate Action Plan. A Request for Proposal resulted in 6 contractors. Staff is recommending Willdan based on experience, local base, adequate number of labor hours, and reasonable cost allocation.

Action Taken: The City Council awarded the contract to Willdan to conduct the energy audit of City facilities; and authorized the City Manager to execute a contract approved as to form by the City Attorney, on Consent Calendar.

15.AWARD OF CONTRACT – CERTIFICATION OF COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) AND APPROVAL OF AFFORDABLE HOUSING FUND COMMITMENT AGREEMENT

Under Federal housing regulations, HOME Investment Partnership funds require cities to set aside at least 15 percent of their HOME yearly allocation for a wide range of housing activities such as housing acquisition, and or rehabilitate affordable housing for rent or ownership, developed or partner with local nonprofit group such as a Community Housing and Development Organization (CHDOs). In accordance with the City's Consolidated Action Plan, staff suggests that the City partner with a CHDO to develop affordable housing for qualified households. Staff was approached by a nonprofit group called LINC and has determined that it is eligible to be certified as a CHDO by the City of Monterey Park. The CHDO has extensive experience developing affordable housing in the Los Angeles and Orange County areas.

Action Taken: The City Council certified LINC as a City Community Housing and Development Organization; and authorized the City Manager to execute an agreement with LINC allocating funds in the amount of \$549,613.65 in HOME funds for the creation

of affordable housing projects approved as to form by the City Attorney, on Consent Calendar.

16.APPOINTMENT TO COMMISSION ON AGING, SEAT 8

Pursuant to Monterey Park Municipal Code § 2.64.010, Council Member Anthony Wong nominated Orchid Dong to the Commission on Aging. If appointed by the City Council, Orchid Dong would assume Seat No. 8 on the Commission. The Commission's responsibilities are listed in Monterey Park Municipal Code § 2.64.030.

This item was heard after Item No. 7.

Action Taken: The City Council appointed Orchid Dong to Seat 8 on the Commission on Aging, on Consent Calendar.

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

Ayes: Council Members: Chu, Wong, Real Sebastian, Ing, Lau
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

17.ORAL AND WRITTEN COMMUNICATIONS

- Larry Sullivan announced the Making Strides Against Breast Cancer Walk will be held on Sunday, June 10, 2012 starting at 9:00 a.m. at the East Los Angeles College. He also informed residents that they may register at the city's Farmers' Market on Friday from 4:00 p.m. – 8:00 p.m.
- Rita Miller informed the council of her concerns regarding the absence of access to disability ramps for the handicapped located on Garfield and Emerson Avenue. She also spoke against the proposed non-smoking ordinance.
- Vincent Chang spoke on behalf of the Monterey Park Chamber of Commerce inviting the council and residents to the 6th Annual Western BBQ 4th of July Celebration at the Chamber of Commerce on Thursday, June 28, 2012 from 5:00 p.m. – 8:00 p.m.
- Richard Gorman from the Monterey Park Chamber of Commerce invited the community to attend the Western BBQ on Thursday, June 28, 2012, in celebration also of honoring local residents serving in the military.

PUBLIC HEARING

Mayor Lau opened the public hearing at 8:15 p.m. and closed the hearing at 8:35 p.m.

18.ADOPT RESOLUTION NO. 11492 RENEWING THE CITYWIDE BENEFIT ASSESSMENT DISTRICT FOR STREET LIGHTING AND LANDSCAPING COSTS

The City's assessment district was formed under the 1972 Lighting and Landscaping Act (Streets and Highways Code 22500). The law requires the City to renew the assessment district each year to continue the collection of assessments. Revenue generated by the City's assessment district is approximately \$981,500 a year. The City has renewed the benefit assessment district for the past 19 years.

Action Taken: The City Council adopted **Resolution No. 11492** renewing the Citywide Maintenance District 93-1 for the 2012-13 fiscal year.

Resolution No. 11492, entitled:

A RESOLUTION AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2012-13 IN CITYWIDE MAINTENANCE DISTRICT NO. 93-1 PURSUANT TO STREETS AND HIGHWAYS CODE S 22587.

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

Ayes: Council Members: Chu, Wong, Real Sebastian, Ing, Lau
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

UNFINISHED BUSINESS

None.

NEW BUSINESS

19. FIRE CITIZEN COMMITTEE – REQUEST FOR COPY OF ATTORNEY OPINION

The Fire Citizen Committee is seeking City Council consideration to waive attorney-client privilege to publicly release the City Attorney's legal opinion regarding transfer of the City's Fire Services to the County of Los Angeles Fire Protection District.

Public Speakers:

- Nancy Arcuri expressed her concerns requesting the release of the attorney's opinion to allow more transparency from the council.
- Delario Robinson stated his support to the release of the legal opinion of the attorney to allow an open and thorough process.
- Terry DeWolfe spoke on behalf of Concerned Citizens Group requesting transparency. He recommended the council release the legal opinion of the city attorney.
- Julius Fuhrman spoke in favor of supporting the ad hoc fire committee's request to releasing the city attorney's legal opinion.

Proposed Action: That the City Council approved and authorized the City Attorney to respond to question raised by Mayor Pro Tem Ing regarding the City Attorney's evaluation of the fire association's threat of litigation against the city.

Motion: Moved by Council Member Wong and seconded by Mayor Lau, motion failed by the following vote:

Ayes: Council Members: Wong, Lau
Noes: Council Members: Chu, Real Sebastian, Ing
Absent: Council Members: None
Abstain: Council Members: None

Proposed Action: That the City Council authorize legal counsel to waive the attorney client privilege to release the legal opinion to the Ad Hoc Committee and the Public in its entirety.

Motion: Moved by Council Member Wong and seconded by Mayor Lau, motion failed by the following vote:

Ayes: Council Members: Wong, Lau
Noes: Council Members: Chu, Real Sebastian, Ing
Absent: Council Members: None
Abstain: Council Members: None

Action Taken: The City Council approved and directed the City Attorney to respond orally to questions posed by the Ad Hoc Committee provided those questions directly relate to Municipal Code 2.40.065 and are in furtherance of the responsibilities as a Ad Hoc Committee Member and to give the City Attorney the latitude to make judgment calls as to whether it is related to them carrying out their duties and in interpreting the code section.

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

Ayes: Council Members: Chu, Real Sebastian, Ing
Noes: Council Members: Wong, Lau
Absent: Council Members: None
Abstain: Council Members: None

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Communications and committee reports from Council Representatives of specific organizations (Non Action Item)

Possible cancellation or rescheduling of the July 4, 2012 Council Meeting.

Action Taken: The City Council approved a motion to cancel the July 4, 2012 Council Meeting.

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

Ayes: Council Members: Wong, Real Sebastian, Ing, Lau
Noes: Council Members: None
Absent: Council Members: Chu
Abstain: Council Members: None

Council Member Chu informed the public of her attendance to several events including the International Shopping Center Convention (ISCC) in Las Vegas, Nevada with her fellow council members. She also attended the Chinese Historical Society's ceremony honoring community residents Westin Wu, Miranda Ho, and Sam Locke. She spoke of her presence at the American Legion's Post Memorial Day Services honoring local servicemen and woman. She publicly acknowledged six residents who honorably served during World War II. Council Member Wong reported his attendance at the ISCC Convention in Las Vegas. He also reported his attendance at the Monterey Park Lions Club Pancake Breakfast on Sunday, June 3, 2012. Council Member Real Sebastian spoke of the upcoming Making Strides Against Breast Cancer walk on Sunday, June 10, 2012 at East Los Angeles College. She invited residents to join her in support and encouraged residents to register and attend the city's first Farmers' Market on Friday, June 1, 2012 from 4:00 p.m.- 8:00 p.m. at the Bruggemeyer Library. Council Member Real Sebastian publicly thanked Acting Economic Development Specialist, Donna Ramirez, for her assistance and attendance with the council at the ISCC Convention. Mayor Pro Tem Ing invited the residents to attend his second Inaugural Mayoral Installation at Luminarias Restaurant on Wednesday, June 27, 2012 beginning at 6:00 p.m. He informed the residents, immediately following the swearing-in ceremony, the public is invited to a "Taste of Monterey Park" featuring a variety of food donated from restaurants in the city. Mayor Lau reported the success of the ISCC Convention and informed the residents of his attendance at the Miss Monterey Park Pageant at the Chamber of Commerce.

CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting adjourned at 10:40 p.m. in memory of Laura Costley and Phuong Nghi, spouses of city employees.

David M. Barron, CMC
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
ADJOURNED SPECIAL MEETING
JUNE 11, 2012**

The City Council of the City of Monterey Park held an Adjourned Special Meeting of the Council in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Monday, June 11, 2012 at 7:00 p.m. from the June 4, 2012 Special Meeting.

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

CALL TO ORDER:

Mayor Lau called the meeting to order at 6:02 p.m.

FLAG SALUTE:

Mayor Lau

ROLL CALL:

Deputy City Clerk Trang called the roll:

Council Members Present: Chu, Wong, Real Sebastian, Ing, Lau

Council Members Absent: None

City Clerk Barron arrived at 7:40 p.m.

Also Present: City Manager Talbot, City Treasurer Leon, Director of Public Works Saykali, Director of Recreation and Community Services Costley, Police Chief Smith, Fire Chief Birrell, Interim City Librarian Arvizu, Assistant City Engineer Alfonso, Public Works Maintenance Manager Lockwood, Financial Services Manager Yaung, Battalion Chief Leasure, Battalion Chief Harper

ORAL & WRITTEN COMMUNICATIONS

None

Council Member Chu submitted her resignation as a Council Member. She made her statement and left the meeting at 6:11 p.m.

RECESSED:

The City Council took a recess at 6:12 p.m.

RECONVENED:

The City Council reconvened from recess with Council Member Chu absent at 6:26 p.m.

NEW BUSINESS

1. AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

None

2. FISCAL YEAR 2012-2013 BUDGETS OVERVIEW

Discussion: The City Council discussed the preliminary 2012-2013 budget for the Recreation and Community Services, Police Department, Fire Department, Library, Public Works, Capital Improvements and Non-Department budgets. The Council discussed the Fire Departments overtime budget, response times and grants.

Action Taken: Received and Filed

ADJOURNED

There being no further business for consideration, the meeting adjourned at 9:10 p.m.

David M. Barron, CMC
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SPECIAL MEETING
JUNE 14, 2012**

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, Thursday, June 14, 2012 at 6:00 p.m.

CALL TO ORDER:

Mayor Lau called the meeting to order at 6:02 p.m.

FLAG SALUTE:

Mayor Lau

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Wong, Real Sebastian, Ing, Lau

Council Members Absent: None

Also Present: City Manager Talbot, Director of Public Works Saykali, Assistant City Engineer Alfonso, Principal Management Analyst Arriola, Fire Captain Files, Battalion Chief Harper, Ryan Aeh & Bill McReynolds from City Ventures, Zeki Kayiran from AKM Consultant Engineers

ORAL & WRITTEN COMMUNICATIONS

None.

NEW BUSINESS

1. FIRE STATION 62

Consideration and possible action to authorize the City Manager to execute an agreement, in a form approved by the City Attorney, to enter into exclusive negotiations for the possible acquisition of real property located at 2000 S. Isabella Street for possible expansion use of Fire Station 62.

Recommendation: It is recommended that the City Council

- (1) Authorize the City Manager to execute an agreement, in a form approved by the City Attorney, to enter into exclusive negotiations to acquire real property; and
- (2) take such additional, related, action that may be desirable.

Discussion: Council and staff spoke about previous expansion options of the Fire Station 62 and the possible new Emergency Operation Center (EOC). Council gave consensus to move forward on the property acquisition process. Speaker, Larry Sullivan inquired as to the timeframe to sell the property. He also mentioned that the adjacent church may also be interested in purchasing the property.

Action Taken: No reportable action taken

2. CITY VENTURES DEVELOPMENT

Consideration and possible action to authorize the City Manager to execute an agreement, in a form approved by the City Attorney, to enter into exclusive negotiations with City Ventures for possible disposition of real property located at 751 S. Alhambra

Recommendation: It is recommended that the City Council

- (1) Authorize the City Manager to execute an exclusive negotiations agreement in a form approved by the City Attorney with City Ventures; and
- (2) take such additional, related, action that may be desirable.

Discussion: Ryan Aeh and Bill McReynolds representing City Ventures discussed their companies past projects and their working relationships with various municipalities. They spoke about the possible development of the City Yard site into a residential development and the steps needed to develop the project. Council gave consensus to bring back for Council consideration an Exclusive Negotiation Agreement (ENA).

Action Taken: No reportable action taken

3. WATER RATE STUDY

Consideration and possible action regarding reviewing the Water Rate Study prepared by AKM Consultant Engineers, April 2012 in accordance with Proposition 218.

Recommendation: It is recommended that the City Council

- (1) receive and file; and
- (2) take such additional, related, action that may be desirable.

Discussion: Seki Kayiran representing AKM Consultant Engineers presented Council with the Water Rate Study. Mr. Kayiran discussed the existing water system, existing water rates, funding scenarios, proposed rates and consumption charges for the various alternatives of improvement to the water system. Council and staff discussed the process needed to start on a water line project. Speaker, Gene Marks inquired about the current water rates. Council gave consensus to bring back the Water Rate Study for Council review at a future meeting.

Action Taken: No reportable action taken

ADJOURNED

There being no further business for consideration, the meeting adjourned at 8:40 p.m.

David M. Barron, CMC
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
JUNE 20, 2012**

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, June 20, 2012 at 5:30 p.m.

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

CALL TO ORDER:

Mayor Lau called the meeting to order at 5:35 p.m.

FLAG SALUTE:

Mayor Lau

ROLL CALL:

Deputy City Clerk Cho called the roll:

Council Members Present: Wong, Real Sebastian, Ing, Lau

Council Members Absent: None

Also Present: City Manager Talbot, City Attorney Hensley, Director of Human Resources Cody, Economic Development Consultant Yoshizaki.

ORAL & WRITTEN COMMUNICATIONS

None.

CLOSED SESSION – The City Council adjourned to Closed Session at 5:35 p.m.

THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER MONTEREY PARK REDEVELOPMENT AGENCY

1. (SA) CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION–GOVERNMENT CODE § 54956.9(a). ATLANTIC TIMES SQUARE, LLC et al v. CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS, et al., LASC CASE NO: BC134212

Action Taken: No reportable action taken during Closed Session

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

CITY OF MONTEREY PARK

**2. CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION -
GOVERNMENT CODE § 54956.9(B) (THREAT OF LITIGATION)**

Number of Cases: One.

**3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - GOVERNMENT CODE §
54956.8**

Property: Assessor's Id No 5275-003-016
2300 Greenwood Ave Monterey Park Ca 91755

Assessor's Id No 5275-003-002
900 Potrero Grande Dr. Monterey Park Ca 91755

Agency Negotiators: Paul Talbot, City Manager, Mark Hensley, City Attorney,
Chet Yoshizaki, Economic Development Project
Consultant

Negotiating Parties: J & M Holdings

Under Negotiation: Price and terms of payment

**4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - GOVERNMENT CODE §
54956.8**

Property: APN 5257015900 (City Parking Lot in Towne Centre
project, Southeast Corner Garvey and Garfield Avenues

Agency Negotiators: Paul Talbot, City Manager; Mark Hensley, City Attorney,
Chet Yoshizaki, Economic Development Project
Consultant

Negotiating Parties: Magnus Sunhill Group, LLC

Under Negotiation: Price and terms of payment

5. CONFERENCE WITH LABOR NEGOTIATOR - GOVERNMENT CODE § 54957.6

City Negotiators: Paul Talbot, City Manager, Tom Cody, Human
Resources Director

Employee Organization: Monterey Park Firefighters' Association (MPFFA),
Monterey Park Police Officers' Association (MPPOA).

RECONVENE & ADJOURNMENT

The Council reconvened from Closed Session with Council Members Real Sebastian and Chu absent at 6:45 p.m.

Action Taken: No reportable action taken during Closed Session.

David M. Barron, CMC
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
JUNE 20, 2012**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, June 20, 2012 at 7:00 p.m.

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

CALL TO ORDER:

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

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute.

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Wong, Real Sebastian, Ing, Lau

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, City Attorney Hensley, City Treasurer Leon, Police Chief Smith, Director of Community Development Basham, Director of Public Works Saykali, Director of Human Resources Cody, Fire Chief Birrell, Financial Services Manager Young, Interim City Librarian Arvizu, Economic Development Consultant Chet Yoshizaki

1. AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

None

2. PRESENTATION: None.

(SA) CONSENT CALENDAR CONSISTS OF ITEM 3 to 5

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

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted Item Nos. 3 - 5, and reading resolutions and ordinances by title only and waiving further reading thereof.

MISSION STATEMENT

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

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

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

3. (SA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted **Resolution No. SA-12**, on Consent Calendar.

Resolution No. SA-12, entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MONTEREY PARK REDEVELOPMENT AGENCY ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **JUNE 20, 2012 TOTALING \$11,407.12** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

4. (SA) INVESTMENT REPORT AS OF MAY 2012

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

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency received and filed the investment report as of May 2012, on Consent Calendar.

5. (SA) MINUTES

Approval of Minutes from the Special Meetings of June 4, 2012 budget meeting, June 6, 2012 Meeting, and June 11, 2012 adjourned meeting of the Successor Agency to the former Monterey Park Redevelopment Agency Meeting.

Action Taken: The City Council approved the minutes from the Successor Agency to the former Monterey Park Redevelopment Agency Special Meetings of June 4, 2012, June 6, 2012 and June 11, 2012.

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

(HSA) CONSENT CALENDAR CONSISTS OF ITEM 6

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

Action Taken: The City Council acting on behalf of the Housing Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted Item No. 6, and reading resolutions and ordinances by title only and waiving further reading thereof.

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

Ayes: Council Members: Wong, Real Sebastian, Lau
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

6. (HSA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Housing Successor Agency) approve all disbursements.

Action Taken: The City Council approved and adopted Resolution No. HSA-6 on Consent Calendar.

Resolution No. HSA-6, entitled:

A RESOLUTION OF THE HOUSING SUCCESSOR AGENCY TO THE FORMER MONTEREY PARK REDEVELOPMENT AGENCY ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **JUNE 20, 2012 TOTALING \$59.13** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

This is the end of Housing Successor Agency (HSA) items.

CONSENT CALENDAR CONSISTS OF ITEMS 7 TO 16

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

Action Taken: Council Members approved and adopted Item Nos. 7 – 16, except for the June 11, 2012 minutes which were pulled and reading resolutions and ordinances by title only and waiving further reading thereof.

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

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

7. RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council approve all disbursements.

Action Taken: The City Council approved and adopted **Resolution No. 11493**, on Consent Calendar.

Resolution No. 11493, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **June 20, 2012 TOTALING \$860,901.65** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

8. INVESTMENT REPORT AS OF MAY 2012

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

Action Taken: The City Council received and filed the investment report as of May 2012 on Consent Calendar.

9. REQUEST TO EXTEND CONTRACT FOR WORKER'S COMPENSATION CLAIMS ADMINISTRATION SERVICES WITH CORVEL INC.

The City utilizes the services of a contracted professional third party claims administration firm to adjust claims and process benefit payments in compliance with statutory workers' compensation law. In addition, it acts as a liaison with the City's defense attorneys in litigated claims and excess insurance carries, establishes financial reserves for claims, maintains cost accounts and advises the City on matters relating to City liability and claims management. The existing contract with Corvel, Inc. expires June 30, 2012. For various reasons, the City was unable to process a competitive RFP before the expirations date. Staff is seeking a one-year extension at the current pricing level, during which time the City will circulate a RFP for worker's compensation services.

Action Taken: The City Council authorized the City Manager to execute a one-year extension of the Service Agreement for Workers' Compensation Claims Administration Services, in a form approved by the City Attorney, between the City of Monterey Park and Corvel, Inc. for the term expiring June 30, 2013, on Consent Calendar.

10. MINUTES

Approval of Minutes from the City Council Adjourned Regular Meeting of May 29, 2012, and the Special Meetings of May 31, 2012, June 4, 2012, June 6, 2012, and June 11, 2012.

Action Taken: The City Council approved the minutes from the adjourned regular meeting of May 29, 2012, and the Special Meetings of June 4, 2012 and June 6, 2012 on Consent Calendar except for the Special Meeting of May 31, 2012 which were approved as amended and except for the Special Meeting of June 11, 2012 minutes which were pulled.

11. NOTIFICATION TO REVIEW CONFLICT OF INTEREST CODE FOR AMENDMENTS

State law requires local agencies to periodically review their Conflict of Interest Code to see if changes are needed in order to reflect current position titles within the organization and the appropriate reporting requirement.

Action Taken: The City Council directed the City Clerk to notify city departments to review their Conflict of Interest Code and report back to the City Council before October 1, 2012, on Consent Calendar.

12. APPOINTMENT TO PLANNING COMMISSION, SEAT 2

Pursuant to Monterey Park Municipal Code § 2.64.010, Vice Mayor Mitchell Ing nominated Peter Ruiz to the Planning Commission. If appointed by the City Council, Mr. Ruiz would assume Seat No. 2 on the Commission. The Commission's responsibilities are listed in Monterey Park Municipal Code § 2.64.030.

Action Taken: The City Council appointed Peter Ruiz to Seat 2 on the Planning Commission, on Consent Calendar.

13. ADOPT RESOLUTION NO. 11494 AWARDING A CONTRACT APPROVING EVIDENCE ROOM IMPROVEMENTS

The City Council approved the funding for the remodeling of the Police Department's Evidence Room as part of the City's 2011/2012 fiscal year budget. This project will include the purchase and installation of semi-permanent mobile storage systems, storage cabinets, shelving units and new counters. The re-designed evidence room will increase the current storage capacity as well as have a centralized property and supplies location.

Action Taken: The City Council adopted **Resolution No. 11494** awarding a contract approving evidence room improvements pursuant to Government Code § 830.6; and authorized the City Manager to execute a contract, in a form approved by the City Attorney, with McMurray Stern Inc. without the need for competitive bidding as otherwise required by the Monterey Park Municipal Code, on Consent Calendar as amended by Council Member Real Sebastian to be signed by the city attorney as to approving the form and content.

Resolution No. 11494, entitled:

A RESOLUTION AWARDING A CONTRACT TO APPROVING EVIDENCE ROOM IMPROVEMENTS PURSUANT TO GOVERNMENT CODE S 830.6 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH

MCMURRAY STERN INC. WITHOUT THE NEED FOR COMPETITIVE BIDDING AS OTHERWISE REQUIRED BY THE MONTEREY PARK MUNICIPAL CODE

14. AWARD OF CONTRACT – FERN WELL REHABILITATION AND PUMP AND MOTOR REPLACEMENT

Fern Well and its 900 gallons per minute of production capacity is currently offline pending maintenance and repair. This maintenance will include replacing the pump and motor, video logging and well inspection, brushing and bailing the well casing to remove blockages, and well disinfection.

Action Taken: The City Council authorized the City Manager to execute an agreement, in a form approved by the City Attorney, with General Pump Company to maintain Fern Well in an amount not to exceed \$175,000 from the Water Capital Budget, on Consent Calendar.

15. ADOPT RESOLUTION NO. 11495 DECLARING AN EMERGENCY AND AUTHORIZING THE CITY MANAGER TO PURCHASE GRANULAR ACTIVATED CARBON FOR THE DUAL BARRIER TREATMENT PLANT

Staff is seeking authorization from the City Council for the emergency appropriation and purchase of 120,000 pounds of granular activated carbon to replace the carbon filters in six vessels of the Dual Barrier Treatment Plant. Recently a Volatile Organic Compound known as tetrachloroethene (PCE) was detected passing through the 50 percent port at Vessel 2. Per the City's California Department of Public Health permit, staff performed a shutdown and scheduled an immediate emergency change out the granular activated carbon.

Action Taken: The City Council adopted **Resolution No. 11495** declaring an emergency and authorizing the City Manager to purchase granular activated carbon for six vessels from Carbon Activated; and Authorize an appropriation from the Treatment Fund in an amount not to exceed \$147,700 per Monterey Park Municipal Code § 3.20.050(1), on Consent Calendar.

Resolution No. 11495, entitled:

A RESOLUTION ADOPTED PURSUANT TO PUBLIC CONTRACTS CODE §§ 20168 FINDING THAT AN EMERGENCY EXISTS WITHIN THE CITY AND AUTHORIZING CONTRACTING WITHOUT THE NEED FOR BIDDING PURSUANT TO §§ 22050.

16. NEGOTIATION FOR THE LEASE OF WATER RIGHTS

Staff is seeking authorization to negotiate with water purveyors to lease up to 7,500 acre foot of water rights. Typically, the City can expect to lease water rights for between 90%-95% of the Metropolitan Water District (MWD) rate, or \$576 - \$608 per acre foot. This will help reduce the risk that – in the unlikely event of over-pumping by the City – the overage fees charged by the San Gabriel Valley Municipal Water District or MWD will become excessive.

Action Taken: The City Council authorized the City Manager, or designee, begin negotiations to lease up to 7,500 Acre Feet of production rights; and authorized the City Manager to execute lease agreements, approved as to form by the City Attorney, on Consent Calendar.

17. ORAL AND WRITTEN COMMUNICATIONS

- Nancy Arcuri informed the residents the Ad Hoc Fire Committee meetings are open to the public and that the next meeting will be held on July 9, 2012 at the City Hall Community Room. She requested from the City Attorney the city's policy in the event of a council person's resignation and if former Council Member Chu's commission and board appointees will be removed.
- Rita Miller spoke on behalf of Langley Senior Center informing the council they are in need of a vehicle to accommodate wheelchairs.
- Sean Hall addressed the council of his support regarding overnight parking restrictions in the city.
- Sarkis Antonian spoke of his concerns of the city's economic development and attracting national retail stores to the Marketplace and Towne Center projects.
- Captain Matt Hallock from the Monterey Park Fire Department spoke of the city's fire department Western BBQ Fundraiser and participation at the Making Strides Against Breast Cancer Walk on June 10, 2012 at East Los Angeles College. He publicly recognized Lillian Bow for her assistance and thanked DelRosario Meat Company, Professional Chief Officers, Monterey Park Firefighters Association, Witman Enterprises, Costco, Ralphs Supermarket, Frito Lay and an anonymous produce business for their generous donations. He presented a check in the amount of \$2500.00 to American Cancer Society representative, Jessica Goh, on behalf of the Monterey Park Fire Department and stated \$500.00 was donated to the Monterey Park Fire Explorers Program.
- John Wong spoke of the recent federal passage repealing the Chinese Exclusion Act and recommended the council also pass a resolution on behalf of the city and the Chinese community.
- Stephen Lam, Chairman of the City of Monterey Park's Business Improvement District Advisory Committee (BIDAC) spoke in favor of the proposed non-smoking ordinance benefiting the health and welfare of the community and residents. However, Mr. Lam also informed the council of concerns received by business owners.
- John Gee addressed the council of his concerns regarding the recent expenditure approving capital improvement funds for the city's fire department station. He informed the council of his rationale of moving to Orange County.
- Tilda DeWolfe expressed her support to speaker John Wong's comments and his recommendation of a city resolution repealing the Chinese Exclusion Act. She

informed the council of her attendance at the Ad Hoc Fire Committee meeting held on June 12, 2012 and spoke of her concerns and recommendations. She encouraged residents to attend the next public meeting on July 9, 2012.

- Terry DeWolfe spoke of his attendance at the Ad Hoc Fire Committee on June 12, 2012 and proposed the following recommendations to council: (1) exempt fire personnel from the meeting unless invited; (2) authorize the Ad Hoc Fire Committee to set forth the meeting's own agenda; and (3) survey neighboring cities participating in the transfer of their fire services to LA County.
- Roy Rosell, Vice Chair for the Coalition for a Tobacco Free LA County and representative of the Asian Youth Center spoke in support of the proposed non-smoking ordinance and the positive impact to the health and welfare of the residents.

PUBLIC HEARING

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

18. CONSIDERATION OF CONTRACTING PORTER SERVICE (MAINTENANCE AND CUSTODIAL SERVICES) FOR BUSINESS IMPROVEMENT DISTRICT NO. 1 (BID)

In December 2011, a Request for Proposals for maintenance services for the BID was sent to four companies. In order to secure a cost effective range of services and provide maintenance throughout the BID, a combination method by various sections was designed to include: Basic Maintenance Five Times a Week such as sweep all sidewalks; clean trash receptacles; remove trash, cigarette butts and debris from tree wells and other landscape areas; dispose of all trash from area(excluding trash receptacles) into city dumpster; wipe down benches and furniture as needed; and remove graffiti as needed from the public area. Staff received three responses.

This item was heard together with Item No. 19.

Public Speakers:

- Johnny Thompson spoke as a BIDAC Commissioner publicly recognizing Paul Talbot, Donna Ramirez, and Steven Lam for their support and leadership.
- Stephen Lam, BIDAC Chairman, thanked the council and staff for their continued support and reported the committee has received many compliments from business owners regarding the downtown beautification improvements and planters. He also informed the council that World Journal Inc. has expressed their collaboration with BIDAC in hosting the 2013 Chinese New Year festival.

- David Barron informed the council that as a business owner and BID member, he encouraged the BIDAC Committee to hire a marketing company to promote additional special events in attracting more businesses in the city's downtown district.

Discussion: Council Member Wong left the dais and abstained from discussion due to a potential conflict of interest as he owns a business in the Business Improvement District.

Action Taken: The City Council increased the budget amount for this item on the BID's budget to reflect the \$56,700 needed to procure the services of Chrysalis; and Authorize the City Manager to enter into a contract with Chrysalis, in a form approved by the City Attorney, for a one-year term with a one year option.

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

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

19. CONSIDERATION OF PURCHASE OF STREET FURNITURE FOR BUSINESS IMPROVEMENT DISTRICT NO. 1 (BID) ALONG GARVEY AVENUE

The Business Improvement District Advisory Committee decided to purchase new benches, trash receptacles with ash urns, and bike racks to revitalize the downtown district area in keeping with the common goal of the City, creating a pleasant environment for visitors to shop, and dine, and hopefully attract new retailers to the area. Other improvements to the downtown area include the cleaning of the sidewalks, storefront windows and landscape enhancements.

This item was heard together with Item No. 18.

Discussion: Council Member Wong left the dais and abstained from discussion due to a potential conflict of interest as he owns a business in the Business Improvement District.

Action Taken: The City Council authorized the City Manager, or designee, to purchase the benches, trash receptacles, ash urns, and liners from OCC Outdoors Inc.; and authorized the City Manager, or designee, to purchase the bike racks from Highland Manufacturing; and authorized the expenditure of funds from the Refuse Fund in the amount of \$10,544.25; and authorized the expenditure of funds from the Transportation Fund in the amount of \$10,867.26.

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

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

20. ADOPT RESOLUTION NO. 11496 GRANTING TEMPORARY AUTHORITY TO THE CITY MANAGER, OR DESIGNEE, TO SPEND CITY, SUCCESSOR AGENCY, AND HOUSING SUCCESSOR AGENCY MONIES PENDING ADOPTION OF THE CITY'S ANNUAL OPERATING BUDGET

For the purpose of paying ongoing regular expenses and previously budgeted expenses until the adoption of the City's 2012/2013 annual operating budget.

Action Taken: The City Council adopted **Resolution No. 11496** Granting Temporary Authority to the City Manager, or Designee, to Spend City, Successor Agency, and Housing Successor Agency Monies Pending Adoption of the City's Annual Operating Budget.

Resolution No. 11496, entitled:

A RESOLUTION GRANTING TEMPORARY AUTHORITY TO THE CITY MANAGER, OR DESIGNEE, TO SPEND CITY SUCCESSOR AGENCY AND HOUSING SUCCESSOR AGENCY MONIES PENDING ADOPTION OF THE CITY'S ANNUAL OPERATING BUDGET.

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

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

21. ADOPT RESOLUTION NO. _____ REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2012 WITH THE COUNTY OF LOS ANGELES GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO ELECTIONS CODE § 10403.

ADOPT RESOLUTION NO. _____ APPOINTING AN ELIGIBLE ELECTOR TO THE CITY COUNCIL IN ACCORDANCE WITH GOVERNMENT CODE § 36512(B) TO SERVE UNTIL 2013.

ADOPT RESOLUTION NO. _____ ESTABLISHING REQUIREMENTS FOR CANDIDATE STATEMENTS FILED WITH THE CITY CLERK TO BE INCLUDED WITH VOTER INFORMATION FOR AN ELECTION ON NOVEMBER 6, 2012.

ADOPT RESOLUTION NO. _____ CALLING A SPECIAL MUNICIPAL ELECTION ON NOVEMBER 6, 2012 PURSUANT TO ELECTIONS CODE §§ 1301 AND 10403.

Public Speakers:

- Larry Sullivan informed the council of his interest in filling the vacant council seat stating: (1) resident for 18 years, has actively supported various city community events to strengthen the community; (2) holds a Bachelors Degree in Business with a Minor in Economics and Statistics from Pepperdine University supporting the education requirements and background necessary to fulfill the vacant position and (3) as a retired business owner for 30 years, his time will be dedicated to the city in supporting the residents, community, and businesses.
- Dr. Gilbert Barajas, M.D. spoke in support of appointing Larry Sullivan to the vacant council seat. He spoke of his disappointment of former Council Member Chu's resignation and spoke against holding a special election due to budget concerns.
- Michael Hamner informed the council that as a Planning Commissioner in his 4th term, he supports the appointment of Larry Sullivan to the vacant council seat.
- Marrir Tang addressed the council of her support of appointing Larry Sullivan to the vacant council seat stating his level of commitment and dedication to the community and residents will make the city a better place to live.
- Jesika Go from the American Cancer Society spoke of her support of Larry Sullivan's nomination to the vacant council seat. She informed the council that as Event Chair to the Making Strides Against Breast Cancer Walk, Mr. Sullivan assisted the American Cancer Society in attracting an estimated 600 participants from various city organizations and successfully raised \$26,000.00 for the organization.
- Nancy Arcuri requested that the City Attorney and City Manager address her concerns regarding public speakers campaigning during tonight's council meeting. She spoke against appointing a resident to the vacant council position or holding a special election. She recommended that the 4 council members fulfill their obligations and work together in the city's best interest.
- John Wong apologized on behalf of public speaker, Marrie Tang, for addressing the council in Chinese when she is proficient in speaking in English. He informed the council of his disappointment of former Council Member Chu's resignation and requests that the council reject her resignation and challenge her to fulfill her electoral term immediately.
- Yukio Kawatani addressed the council stating that (1) he is not in favor of the council holding a special election in the best interest of time and budget concerns; (2) he spoke of the difficulties in appointing a uniquely neutral qualified individual to the vacant council seat and (3) recommended the council keep the status quo and give the residents the opportunity to elect a council member at the March 2013 elections. He expressed his grievance to the orchestrated endorsement of appointing Larry Sullivan to fulfill the vacant council position at tonight's meeting.

- Tilda DeWolfe informed the council appointing an interim individual is presumptuous and recommends that the council provide an opportunity for appointed electorates to present to the council their endorsement. She recommends the council await until the March 2013 elections to fulfill the vacant council seat.
- Lucia Su expressed her recommendation that the remaining 4 council members continue serving the city and fulfill the vacant council position at the March 2013 elections.
- Rita Miller addressed her support in fulfilling the vacant council position to avoid council deadlock and recommended the council appoint Larry Sullivan to the vacant council seat.
- Julius Fuhrman spoke of his recommendation that public speakers comment in English language only.

Action Taken: The City Council appointed Larry Sullivan to the vacant council position.

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

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

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Communications and committee reports from Council Representatives of specific organizations (Non Action Item)

Council Member Real Sebastian invited the public to attend the Special Council Meeting on Monday, June 25, 2012 at 5:30 p.m. to discuss the possible rescinding of the Towne Centre Project. She announced her attendance at the Making Strides Against Breast Cancer Walk and thanked the city manager, police, fire, staff, and residents for their participation and support. She also wished her husband a happy birthday. Mayor Pro Tem Ing invited the community and residents to attend his 2nd Mayoral Inaugural Installation at Luminarias Restaurant on Wednesday, June 27, 2012 at 6:00 p.m. He informed the residents that immediately following the swearing-in ceremony; the public is invited to a "Taste of Monterey Park" featuring a variety of food donated from nine restaurants located in Monterey Park and Alhambra. Mayor Lau reported his attendance to the Montebello Unified School District Special Board of Education Meeting on June 18, 2012. He informed residents that tonight will be his last regular council meeting as Mayor. He thanked staff and council for their support during his mayoral tenure and recognized his wife, family, and supporters for their endorsement and well wishes.

CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting adjourned at 9:58 p.m.

David M. Barron, CMC
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SPECIAL MEETING
JUNE 25, 2012**

The City Council of the City of Monterey Park held a Special Meeting of the Council in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Monday, June 25, 2012 at 12:00 p.m.

CALL TO ORDER:

Mayor Lau called the meeting to order at 12:00 p.m.

FLAG SALUTE:

Mayor Lau

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Real Sebastian, Ing, Lau

Council Members Absent: Wong

Also Present: Acting City Manager Smith, City Attorney Hensley, Deputy City Attorney Smith

ANNOUNCEMENT

City Attorney Hensley stated that to the best of his knowledge, Council Member Wong was absent due to a potential conflict of interest stating that he is representing the buyer and seller for a property adjacent to the Towne Center project.

ORAL & WRITTEN COMMUNICATIONS

Speakers for Item Nos. 1 and 2

- Nelson Huang, representing Magnus Sunhill, spoke about his disapproval of the city decision to rescind the Development Agreement. He suggested various options to ensure the city that the developers will cure the default.
- David Wan, representing Magnus Sunhill, also spoke of his anger on the city's decision to rescind the Development Agreement ordinance. He spoke about the amount of money the developer has already invested into this project.
- Paul Harrigan, stated that he is the legal counsel for Magnus Sunhill. He spoke about alternative ways that the developer and the city can work together to bring this project to fruition.
- Glenn Dasso, representing Magnus Sunhill as their legal counsel, gave the city council background information on the default foreclosure process. He urged the Council not to rescind Ordinance No. 2090 citing that it is a binding contract. He stated that if the Council decides to rescind the ordinance he will file a lawsuit immediately.
- Resident, Larry Sullivan said more transparency is needed on the project.

CLOSED SESSION - The City Council adjourned into Closed Session at 12:26 p.m.

**1. CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION -
GOVERNMENT CODE § 54956.9(B) (THREAT OF LITIGATION)**

Number of Cases: One -Threat of litigation by Magnus Sunhill Group, LLC re the
Town Center Project

RECONVENED - The City Council reconvened from Closed Session at 12:58 p.m. with all
Council Members present.

No reportable action taken from Closed Session.

PUBLIC HEARING

2. TOWNE CENTRE PROJECT

On May 29, 2012, the City Council adopted Ordinance No. 2090 authorizing the City
Manager to execute a development agreement ("DA") with Magnus Sunhill Group, LLC
to develop a project identified as the Town Centre Development. At this time, the City
Council will consider (1) whether to adopt an urgency ordinance to rescind Ordinance
No. 2090 and disapprove of the DA; or (2) whether to introduce and waive first reading
of an ordinance to rescind Ordinance No. 2090 and disapprove of the DA. Second
reading and adoption of the regular ordinance would occur July 18, 2012.

Recommendation: It is recommended that the City Council

- (1) open the public hearing;
- (2) consider the testimonial and documentary evidence submitted
during the public hearing
- (3) consider adopting an urgency ordinance rescinding Ordinance
No. 2090; or
- (4) consider introducing and waiving first reading of an ordinance
rescinding Ordinance No. 2090; and
- (5) take such additional, related, action that may be desirable.

ADJOURNED

The City Council adjourned the meeting at 12:58 p.m. due to a potential lack of quorum to
June 25, 2012 at 5:30 p.m. in the City Hall, Council Chambers to continue the Closed
Session Item and take up Item No. 2, Towne Centre Project described above.

David M. Barron, CMC
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
ADJOURNED SPECIAL MEETING
JUNE 25, 2012**

The City Council of the City of Monterey Park reconvened an Adjourned Special Meeting of the Council in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Monday, June 25, 2012 at 5:30 p.m. from the June 25, 2012 Special Meeting held at 12:00 p.m.

CALL TO ORDER:

Mayor Lau called the meeting to order at 5:30 p.m.

FLAG SALUTE:

Mayor Lau

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Real Sebastian, Ing, Lau

Council Members Absent: Wong

Also Present: Acting City Manager Smith and Deputy City Attorney Smith

ANNOUNCEMENT

Deputy City Attorney Smith stated that Council Member Wong was absent due to a potential conflict of interest stating that he is representing the buyer and seller for a property adjacent to the Towne Center project.

CLOSED SESSION - The City Council adjourned into Closed Session at 5:31 p.m.

**1. CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION -
GOVERNMENT CODE § 54956.9(B) (THREAT OF LITIGATION)**

Number of Cases: One -Threat of litigation by Magnus Sunhill Group, LLC re the Town Center Project

RECONVENED - The City Council reconvened from Closed Session at 6:12 p.m. with Council Members Real Sebastian, Ing and Lau present.

No reportable action taken during Closed Session.

PUBLIC HEARING

Mayor Lau opened the public hearing at 6:12 p.m. and closed the hearing at 6:16 p.m.

2. TOWNE CENTRE PROJECT

On May 29, 2012, the City Council adopted Ordinance No. 2090 authorizing the City Manager to execute a development agreement ("DA") with Magnus Sunhill Group, LLC to develop a project identified as the Town Centre Development. At this time, the City Council will consider (1) whether to adopt an urgency ordinance to rescind Ordinance No. 2090 and disapprove of the DA; or (2) whether to introduce and waive first reading

of an ordinance to rescind Ordinance No. 2090 and disapprove of the DA. Second reading and adoption of the regular ordinance would occur July 18, 2012.

Recommendation: It is recommended that the City Council

- (1) open the public hearing;
- (2) consider the testimonial and documentary evidence submitted during the public hearing
- (3) consider adopting an urgency ordinance rescinding Ordinance No. 2090; or
- (4) consider introducing and waiving first reading of an ordinance rescinding Ordinance No. 2090; and
- (5) take such additional, related, action that may be desirable.

Discussion: Speaker, Nelson Huang reiterated his comments from the June 25, 2012 12:00 p.m. meeting. He stated various options to ensure the city that the developers will cure the default. Deputy City Attorney Smith presented the staff report.

Action Taken: The City Council introduced and waived the 1st reading of the ordinance rescinding Ordinance No. 2090; and directed the City Manager and City Attorney not to execute the Development Agreement; and directed the City Manager and City Attorney's office to work with Magnus Sunhill to amend the prior Purchase and Sale Agreement regarding the parking lot parcel and, at the minimum, include that money be deposited into an escrow account, the parking lot parcel to remain unencumbered, some legal protection to the city that it hasn't waived its right to a reverter for the parking lot parcel as well as other legal protections. Council Member Real Sebastian included that she wanted the amendment to the purchase agreement to be fully negotiated and ready for Council's review no later than July 13, 2012. She also asked that Magnus Sunhill pay for any related attorney fees with respect to the preparation of any documents related to the negotiation. She conveyed that the parking lot is not encumbered until the Development Agreement is executed. She also wanted to add that sufficient funds be placed in an escrow account to cure the default and that the City Attorney will work on the particulars of the escrow instructions. She requested that a letter be submitted to the City or the City Attorney's office from the lender/note holder stating that the developer and lender/note holder are actively negotiating to cure the default. She would like the first draft of the agreement to be prepared by the City Attorney's office.

Motion: Moved by Council Member Real Sebastian and seconded by Mayor Pro Tem Ing, motion to adopt ordinance rescinding ordinance no. 2090 along with Council Member Real Sebastian's proposed directions to staff, carried by the following vote:

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

ADJOURNED

There being no further business for consideration, the meeting adjourned at 6:50 p.m.

**MINUTES
MONTEREY PARK CITY COUNCIL
SPECIAL MEETING
JUNE 27, 2012**

The City Council of the City of Monterey Park held a Special Meeting of the Council at Luminarias Restaurant, located at 3500 Ramona Boulevard in the City of Monterey Park, CA 91754 on Wednesday, June 27, 2012 at 6:00 p.m.

CALL TO ORDER:

Mayor Lau called the meeting to order at 6:35 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers

PLEDGE OF ALLEGIANCE:

Derek Ing

NATIONAL ANTHEM:

Veronica Ramirez

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Wong, Real Sebastian, Ing, Lau

Council Members Absent: None

Also Present: Acting City Manager Smith, City Treasurer Leon, Director of Recreation and Community Services Costley, Fire Chief Birrell, Battalion Chief Leasure, Interim City Librarian Arvizu, Financial Services Manager Yaung.

ORAL & WRITTEN COMMUNICATIONS

None.

NEW BUSINESS

1. REORGANIZATION OF MONTEREY PARK CITY COUNCIL

Appoint the Mayor and the Mayor Pro Tem in accordance with Resolution No. 8584 and 9921 and adopt Resolution No. _____ amending Resolution nos. 8584 and 9921 in their entirety to establish the means of mayoral rotation for future reorganizations.

- | | |
|-----------------|---|
| Recommendation: | It is recommended that the City Council |
| (1) | Appoint the Mayor and the Mayor Pro Tem in accordance with City Council policy established by Resolution Nos. 8584 and 9921; |
| (2) | Adopt Resolution No. _____ amending Resolution Nos. 8584 and 9921 in their entirety to establish the means of mayoral rotation; and |
| (3) | take such additional, related, action that may be desirable. |

Action Taken: The City Council approved staff recommendation to appoint Mayor Pro Tem Mitchell Ing as Mayor and Council Member Teresa Real Sebastian and Vice Mayor in accordance with City Council policy established by Resolution Nos. 8584 and 9921.

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

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

OUTGOING MAYOR'S ADDRESS

Mayor Lau gave his outgoing address as Mayor of Monterey Park.

OATH OF OFFICE FOR INCOMING MAYOR PRO TEM TERESA REAL SEBASTIAN

The Oath of Office for Incoming Vice Mayor Real Sebastian was presented by Arman Sebastian.

MAYORAL INSTALLATION CEREMONY OF MITCHELL ING

The Master of Ceremony was Larry Sullivan. The Oath of Office for Incoming Mayor Ing was presented by Dr. Matthew Lin.

PRESENTATION OF GAVEL AND NAME BADGE

Gloria Ing presented Mayor Ing with his gavel and name badge.

MAYOR'S ADDRESS

Mayor Ing gave his incoming Mayor address.

PRESENTATIONS

ADJOURNED

There being no further business for consideration, the meeting adjourned at 7:24 p.m.

David M. Barron, CMC
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SPECIAL MEETING
JULY 16, 2012**

The City Council of the City of Monterey Park held a Special Meeting of the Council in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Monday, July 16, 2012 at 5:30 p.m.

CALL TO ORDER:

Mayor Ing called the meeting to order at 5:35 p.m.

FLAG SALUTE:

Mayor Ing

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Real Sebastian, Ing, Lau

Council Members Absent: Wong

Also Present: City Manager Talbot, City Attorney Hensley

ANNOUNCEMENT

City Attorney Hensley stated that to the best of his knowledge, Council Member Wong was absent due to a potential conflict of interest stating that he is representing the buyer and seller for a property adjacent to the Towne Centre project.

ORAL & WRITTEN COMMUNICATIONS

Speakers for Item Nos. 1 and 2

- Betty Chu addressed her concerns urging the council to continue to be business friendly and to continue negotiations with the developer in moving the city forward. She informed the council that she will be unable to attend the regular council meeting on Wednesday, July 18, 2012 and spoke of two agenda items: (1) she asked the council to consider the other employee groups when considering the approval of the Memorandum of Understanding (MOU) between the city and the three police officers' associations 2012-2014 contract term; and (2) she spoke against the proposed non-smoking ordinance addressing the council to consider the consequential effect and impact to the city and local businesses.
- Nelson Huang, representing Magnus Sunhill, spoke about his disapproval of the city decision to rescind the Development Agreement. He informed the council that Magnus Sunhill's first notification of default was received on June 18, 2012 and submitted documentation to the city clerk to be distributed to the council.

CLOSED SESSION - The City Council adjourned into Closed Session at 5:51p.m.

**1. CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION -
GOVERNMENT CODE § 54956.9(B) (THREAT OF LITIGATION)**

Number of Cases: One -Threat of litigation by Magnus Sunhill Group, LLC re the Town Center Project

RECONVENED:

The Council reconvened from Closed Session with Council Member Wong absent at 6:13 p.m.

Action Taken: No reportable action taken during Closed Session.

NEW BUSINESS

2. AGREEMENT BETWEEN MAGNUS SUNHILL GROUP, LLC AND THE CITY REGARDING THE TOWNE CENTRE PROJECT

On May 29, 2012, the City Council adopted Ordinance 2090, approving a development agreement between Magnus Sunhill Group, LLC and the City, which provided certain regulations governing development of the project. On June 8, 2012, the City received a notice of default from Trustee Corps that Magnus Sunhill was in default of a loan related to project property. On June 25, 2012, the City Council introduced and waived a first reading of on Ordinance to rescind Ordinance No. 2090 based upon the Notice of Default. Pursuant to City Council's direction, staff has negotiated with Magnus Sunhill and is recommending Council adopt an agreement stating that Magnus Sunhill has until August 1, 2012 to deliver to the City written confirmation from Bio Profit Series I, LLC or Trustee Corps that the Notice of Default has been cured or otherwise rescinded.

Action Taken: The City Council adopted an agreement between Magnus Sunhill Group, LLC and the City regarding the property proposed for the Monterey Park Towne Centre development as amended to include (1) pg. 3, Subsection 1(a) July 25, 2012, City receives written communication from Magnus that it has paid to bio Profit or Trustee Corps the full amount required to cure the Notice of Default and if on or before; (2) pg. 3, subsection 1(b) If Magnus fails to satisfy all the conditions stated in Subsection 1(a) on or before July 25, 2012 or August 1, 2012 (as applicable); (3) pg. 4, Subsection 1(d) City shall take no further action before August 1, 2012 to rescind Ordinance No. 2090 or the City Council's approval of the Development Agreement, unless Magnus fails to provide written communication that it has paid the amount required to cure the Notice of Default on or before July 25, 2012 and; (4) to include underlying the word "Exhibits" as noted in the agreement. Along with the amendments stated by City Attorney Hensley to also include that (1) Section M should read that Magnus represents it is currently working to resolve the Notice of Default and (2) pg. 3, Subsection 1(a), subsection 3 be read that Magnus would not otherwise be in default of the Development Agreement.

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

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

ADJOURNED

There being no further business for consideration, the meeting adjourned at 6:35 p.m.

David M. Barron, CMC
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
JULY 18, 2012**

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, July 18, 2012 at 5:30 p.m.

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

CALL TO ORDER:

Mayor Ing called the meeting to order at 5:37 p.m.

ROLL CALL:

Deputy City Clerk Cho called the roll:

Council Members Present: Wong, Real Sebastian, Ing, Lau

Council Members Absent: None

Also Present: City Manager Talbot, City Attorney Hensley, Director of Human Resources Cody.

ORAL & WRITTEN COMMUNICATIONS

None.

CLOSED SESSION – The City Council adjourned to Closed Session at 5:37 p.m.

1. CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION– Pursuant to subdivision (a) of §54956.9 of the California Government Code

One Case Chung v. City of Monterey Park, LASC Case No. BS 129746
(filed December 21,2010)

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

City Negotiators: Paul Talbot, City Manager, Tom Cody, Human Resources Director

Employee Organization: Bargaining Units Monterey Park Firefighters' Association (MPFFA), Service Employees' International Union (SEIU), Local 721; Mid-Management Association; Confidential Employees' Unit; (CEA)

RECONVENE & ADJOURNMENT

The Council reconvened from Closed Session with all Council Members present at 6:30 p.m.

Action Taken: No reportable action taken during Closed Session.

David M. Barron, CMC
City Clerk

Staff Report City of Monterey Park

August 8, 2012

To : Paul Talbot, City Manager

From: Annie Yaung, CPFO, Financial Services Manager

Re : Annual Retirement Levy for 2012-13

Background

The City of Monterey Park's retirement costs are funded by a special voter-approved property tax. Each year the City is required to establish a tax rate to generate the retirement property tax based on the assessed valuation established by the County Assessor's Office.

Discussion

The City's retirement tax was authorized by the Monterey Park voters in elections held in 1946 and 1952. The tax rate is limited by AB13 not to exceed the rate imposed in the 1983-84 Fiscal Year. The proposed tax rate for the 2012-13 Fiscal Year is \$0.091175 per \$100 of assessed valuation. This is the same rate since 1983-84 and it is also the maximum rate allowed by AB13.

Monterey Park's assessed valuation subject to the retirement levy for 2012-13 is approximately \$4.6 billion. The projected retirement tax revenue is approximately \$5.1 million for 2012-13. The revenue and monies from the General Fund transfer will be sufficient to fund the projected retirement costs of \$6.4 million for 2012-13.

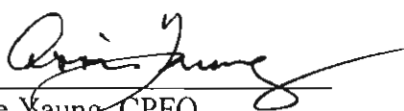
The retirement tax is collected by the County Auditor Controller's Office through its annual property tax billing. The City is required to submit the attached resolution establishing the 2012-13 retirement tax rate to the County before the end of August.

Recommendation

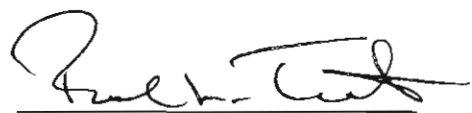
It is recommended that the City Council approve the attached

(1) Resolution identifying the amount of tax revenue required to fulfill the voters' intent in funding the City's retirement system during Fiscal Year 2012-2013 and authorizing the levy of appropriate taxes.

By:


Annie Yaung, CPFO
Financial Services Manager

Approved:


Paul Talbot
City Manager

RESOLUTION NO. ____

A RESOLUTION IDENTIFYING THE AMOUNT OF TAX REVENUE REQUIRED TO FULFILL THE VOTERS' INTENT IN FUNDING THE CITY'S RETIREMENT SYSTEM DURING FISCAL YEAR 2012-2013 AND AUTHORIZING THE LEVY OF APPROPRIATE TAXES.

BE IT RESOLVED by the Council of the City of Monterey Park as follows:

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

- A. On August 20, 1946, the City's voters approved a ballot measure which authorized the City to participate in the "State Employee Retirement System" (now the California Public Employee Retirement System) and also authorized the City Council "to levy and collect, annually ... a special tax sufficient to raise the amount estimated by [the City] Council to be required to provide sufficient revenue to meet the obligations of said City" to the retirement system;
- B. On April 8, 1952, the City's voters approved a ballot measure which extended the City's authorization to participate in the retirement system to include fire and police personnel. That ballot measure affirmed the City Council's authority "to levy and collect taxes sufficient to pay all costs and expenses ... to be paid by the City" to the retirement system;
- C. In 1978, California voters amended the California Constitution through Proposition 13. That Proposition generally limits the property tax rate to 1% except for indebtedness approved by the voters before July 1, 1978 or bonded indebtedness approved by the voters after July 1, 1978;
- D. In 1982, the California Supreme Court determined that a pre-1978 voter-approved pension program was an indebtedness that local officials could finance with a property tax rate outside the usual 1% limit (*Carman v. Alvord* (1982) 31 Cal.3d 318); and
- E. In 1985, the Legislature capped existing tax rates at the 1982-83 or 1983-84 level, except for rates supporting general obligation bonds, water contracts, and lease purchases (AB 13, Roos, 1985).

SECTION 2: The amount of tax revenue required from taxable property within the City to pay for the retirement system during fiscal year 2012-2013, beginning July 1, 2012 is \$5,099,000.

SECTION 3: The City Manager, or designee, is authorized to levy taxes as follows:

- A. For the purpose of raising the sums of money necessary to be raised by taxation upon the taxable property of the City of Monterey Park to ensure funding of the retirement system for the fiscal year beginning July 1, 2011, the rate for the City is fixed and are levied on all taxable property in the different portions of the City in the number of cents upon full market value of such property as assessed by the County Assessor and equalized by the Board of Supervisors for the County of Los Angeles, and with respect to certain property as assessed by the State Board of Equalization and equalized by said Board, and for the fund set forth in the table set forth below, the taxes levied upon property in each portion of the City described in this Resolution and designated by a district number will be at the rates set opposite the fund in the column headed by the district number which is prefixed to the description of such portion of said City as stated below.
- B. TAXATION DISTRICT NO. 1 consisting of all that portion of the City of Monterey Park included within the boundaries thereof as fixed by special election held August 19, 1920, (Resolution No. 245); all that territory annexed to the City of Monterey Park at annexation election held January 23, 1923, and known as Garvey Avenue Tracts (Ordinance No. 120); all that territory annexed to the City of Monterey Park at annexation election held on July 8, 1925, and known as New Avenue Tract (Ordinance No. 174); all that territory annexed to the City of Monterey Park at annexation election held July 10, 1928, and known as Keith Tract (Ordinance No. 207); all that territory annexed to the City of Monterey Park by annexation election held on April 22, 1930, and known as Midwick View Estates Tract (Ordinance No. 230); all that territory annexed to the City of Monterey Park known as Jebbia Annexation (Ordinance No. 467); all that territory annexed to the City of Monterey Park known as Midwick Country Club Annexation (Ordinance No. 468); all that territory annexed to the City of Monterey Park known as the Fitzgerald Annexation (Ordinance No. 484); all that territory annexed to the City of Monterey Park known as the Hellman Estate Annexation No. 2 (Ordinance No. 724); all that territory annexed to the City of Monterey Park known as Poteete Annexation (Ordinance No. 850); all that territory annexed to the City of Monterey Park by Ordinance No. 489 and known as the Hamilton Homes Annexation; all that territory annexed to the City of Monterey Park by Ordinance No. 510, and known as Hamilton Homes Annexation No. 2, all that territory annexed to the City of Monterey Park by Ordinance No. 520, effective October 7, 1948, known as the Jebbia Annexation; Wheeler

Annexation, effective February 21, 1949, (Ordinance No. 532); Garvey Annexation, effective May 11, 1949, (Ordinance No. 537); Garvey Avenue Annexation No. 2, effective October 13, 1949, (Ordinance No. 547); Monterey Pass Annexation, effective October 13, 1949, (Ordinance No. 548); Reservoir Annexation, effective January 16, 1950, (Ordinance No. 553); Hellman Estate Annexation effective April 26, 1951, (Ordinance No. 590); Industrial Center Annexation effective October 1, 1951, (Ordinance No. 601); Wheeler Annexation No. 2, effective March 25, 1953, (Ordinance No. 638); and O'Brien Annexation, effective November 16, 1953, (Ordinance No. 649); Wheeler Annexation No. 3, effective February 27, 1959, (Ordinance No. 844).

- C. TAXATION DISTRICT NO. 2 consisting of all that territory annexed to the City of Monterey Park by Ordinance No. 940, known as Southwesterly Atlantic Annexation No. 1; and Ordinance No. 1000, known as Southwesterly Annexation No. 3; and Ordinance No. 1093, known as Southeasterly Annexation No. 1; and Ordinance No. 1421, known as Southwesterly Annexation No. 4A.

- D. Tax Table:

Full Market Value:	
Taxation District No. 1 ⁽¹⁾	\$ 4,300,000,000
Taxation District No. 2 ⁽¹⁾	<u>280,000,000</u>
Total	<u>\$ 4,580,000,000</u>

	<u>DISTRICT NO.1⁽²⁾</u>	<u>DISTRICT NO.2⁽²⁾</u>
Retirement Fund Tax Rate	<u>\$.091175</u>	<u>\$.091175</u>

⁽¹⁾ Include base year valuations for all Monterey Park Redevelopment Project Areas.

⁽²⁾ Include taxing agency account #220.01, 220.02, 220.03, 220.04, 220.05, 220.07, 220.08, 220.09, 220.10, 220.11, 220.12, 220.13, and 220.14.

SECTION 4: Limitations. SECTION 1: The City Council's analysis and evaluation of this Resolution is based on the best information currently available. It is inevitable that in evaluating a matter that absolute and perfect knowledge of all possible aspects of the issue will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. Resolution No.

The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 5: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 6: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 4 day of August, 2012

Mitchell Ing, Mayor
City of Monterey Park

ATTEST:

David M. Barron, CMC, City Clerk
City of Monterey Park

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

By: _____

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

I, DAVID M. BARRON, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 28 day of August, 2012, by the following vote:

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

Dated this 28 day of August, 2012

David M. Barron, CMC, City Clerk
City of Monterey Park

Staff Report City of Monterey Park

DATE: August 8, 2012

TO: PAUL TALBOT, CITY MANAGER
FROM: ELIAS SAYKALI, DIRECTOR OF PUBLIC WORKS
SUBJECT: WAIVE SECOND READING AND ADOPT THE AMENDMENT TO
THE OUTDOOR SMOKING BAN ORDINANCE

The City Council should consider waiving second reading and adopt the outdoor smoking ban ordinance that would allow smoking in designated areas.

DISCUSSION:

On July 18, 2012, the City Council introduced an ordinance that would clarify the outdoor smoking restrictions adopted earlier this year. This is the second reading for that ordinance.

The City Attorney prepared an amendment that would allow for designated smoking areas that was approved by Council on July 18, 2012.

FISCAL IMPACT:

There is no fiscal impact to the City to adopt a ban on smoking in outdoor spaces. Revenue may be generated by fines that are collected from individuals who violate the ordinance.

RECOMMENDATION:

It is recommended that the City Council:

- (1) Waive second reading and adopt Ordinance No. ____ amending Ordinance No. 2091 to include provisions for designated smoking areas;
- (2) Take such addition, related, action that may be desirable.

By:


Elias Saykali
Director of Public Works

Approved:


Paul Talbot
City Manager

ORDINANCE NO.

**AN ORDINANCE AMENDING ORDINANCE NO. 2091
THAT BANS SMOKING IN OUTDOOR PUBLIC AREAS**

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

SECTION 1: Monterey Park Municipal Code ("MPMC") § 6.20.020 is amended to read as follows:

"6.20.020 Definitions.

Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this chapter:

"Common area" means an indoor or outdoor area at any one (1) or more of the following places:

- A. A publicly accessible restroom;
- B. A publicly accessible elevator, escalator, or stairway;
- C. A publicly accessible courtyard, plaza, lobby, atrium, or patio;
- D. A publicly accessible enclosed walkway, corridor, or hallway;
- E. A publicly accessible seating, waiting, or reception area;
- F. A publicly accessible parking structure.

"City manager" means the city manager or designee.

"Outdoor dining area" means an unenclosed area open to the general public, or closed to the public for a private function where food, or beverage, or both, are offered, served, or consumed.

"Playground," for purposes of California Health and Safety Code § 104495, means twenty-five feet (25') from the edge of a sand area within a city park or recreational area specifically designed to be used by children and that has play equipment installed in it.

"Public building" has the same definition as set forth in Government Code § 7596;

"Public park" means all city-owned or city-leased property designated as a city park.

"Public place" means any unenclosed area to which the public is invited or in which the public is permitted, including, without limitation, banks, educational facilities, health facilities, public transportation facilities, reception areas, lobbies, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, theaters, waiting rooms, offices, auditoriums, classrooms, conference and meeting rooms. A private residence is not a public place nor are areas intended only for employees such as service entrances.

"Responsible person" means any person owning, leasing, occupying or having charge or possession of real property affected by this chapter.

"Smoke or smoking" means carrying or holding of a lighted pipe, cigar or cigarette of any kind, or any other lighted smoking equipment or the lighting or emitting or exhaling the smoke of a pipe, cigar or cigarette of any kind.

"Smoking area" means an area designated for smoking within a common area as permitted by this chapter.

SECTION 2: MPMC § 6.20.030 is amended to read as follows:

"6.20.030 Prohibition.

A. Except as otherwise provided, it is unlawful for any person at any time to smoke in any of the following public places where signs are posted in accordance with this Code:

1. Public buildings owned or operated by the City of Monterey Park;
2. Public parks;
3. Common areas; and
4. Outdoor dining areas.

B. It is unlawful for any person at any time to smoke in any of the following places where signs are posted in accordance with this Code:

1. Within 20 feet of any public building owned or operated by the City

of Monterey Park;

2. Within 20 feet of any public park;
3. Within 20 feet of any common area;
4. Within 20 feet of any outdoor dining area; and
5. Within 25 feet of any playground or tot-lot sandbox area, pursuant to Health and Safety Code § 104495.

- C. Failure of a responsible person to post signs as required by this Chapter is unlawful.

”

SECTION 3: A new § 6.20.035 is added to MPMC Chapter 6.20 to read as follows:

“6.20.035 Smoking Areas.

- A. Notwithstanding any other provision of this chapter, a responsible person may designate a smoking area in which persons may smoke without violating this chapter.
- B. A smoking area must conform with the following:
1. It may only be located within a common area;
 2. It must be located beyond the 20 foot prohibitions on smoking set forth in Section 6.20.030(B), except Section 6.20.030(B3)
 3. It must be clearly posted with conspicuous signs stating “SMOKING AREA,” containing all capital lettering not less than one inch (1”) in height on a contrasting background;
 4. It must clearly be posted with at least one sign containing the warning(s) required by the Safe Drinking Water and Toxic Enforcement Act of 1986 (Health and Safety Code §§ 25249.5, *et seq.*) and the regulations promulgated thereto (collectively, “Proposition 65”); and
 5. It must be approved by the Community Development Director, or designee, in accordance with Chapter 21.66 of this Code except that the use permit may be granted for an indefinite period of time, but shall expire when the business use of the property ceases or

changes.

- C. A responsible person failing to comply with this section is guilty of a infraction."

SECTION 4: MPMC § 6.20.050 is amended to read as follows:

"6.20.050 Enforcement.

- A. In addition to the remedies set forth in this chapter, violations of this code may be enforced as follows:
 - 1. Prosecution as infractions.
 - 2. Abated as a public nuisances.
 - 3. Enjoined as unfair business practices that are presumed to nominally damage each and every resident of the community in which the tobacco retailer operates.
- B. Any person acting for the interests of itself, its members, or the general public may bring an action for injunctive relief to prevent future violations or to recover actual damages.
- C. The remedies provided by this chapter are cumulative and in addition to any other criminal or civil remedies."

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

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

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

SECTION 8: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2012.

Mitchell Ing, Mayor

ATTEST:

David Barron, City Clerk

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

By: _____

Staff Report City of Monterey Park

DATE: August 8, 2012

TO: HONORABLE MAYOR ING AND CITY COUNCIL

FROM: MARK D. HENSLEY, CITY ATTORNEY

SUBJECT: RESCISSION OF ORDINANCE NO. 2090 APPROVING THE TOWNE CENTER DEVELOPMENT AGREEMENT BETWEEN THE CITY AND MAGNUS SUNHILL GROUP, LLC

SUMMARY

It is recommended that the City Council consider adopting an ordinance that would rescind Ordinance No. 2090, previously adopted on May 29, 2012. Such action would remove authority previously delegated to the City Manager to execute a development agreement between Magnus Sunhill Group, LLC ("Magnus") and the City regarding the property proposed for the Monterey Park Towne Center development (the "Development Agreement"). This recommendation results from the City's receipt on June 8, 2012 of a notice of default provided by MTC Financial Incorporated (dba Trustee Corps), notifying the City that Magnus was in default of a loan procured from Bio Profit Series I, LLC ("Bio Profit") related to the Towne Center property, 120 – 200 S. Garfield Avenue (the "Property"). According to the Notice of Default, Magnus owes Bio Profit approximately \$2,383,000. The Notice of Default threatens foreclosure of the Property. Magnus never alerted the City of this impending default or legal liability despite provisions in the Development Agreement requiring such notice. Were the Development Agreement to become effective, Magnus' failure to notify the City regarding its loan default (along with the Notice of Default itself) would constitute a material breach of the Development Agreement.

Based on the various legal and logistical complications that may arise if the Development Agreement becomes effective, it is recommended that the City Council adopt an ordinance to rescind its prior approval of Ordinance No. 2090 and seek return of the parking lot parcel conveyed to Magnus in exchange for the \$1,840,000 purchase price previously paid unless Magnus pays the amount to cure the Notice of Default in full and provides written confirmation from Bio Profit by August 1, 2012 that the Notice of Default has been cured or otherwise rescinded.

BACKGROUND AND ANALYSIS

Background

As set forth in the staff reports regarding the Towne Center project, this development would include a five-story mixed-use development with two levels of pedestrian-oriented retail space

and three levels of residential space. The City previously entered into a Purchase and Sale Agreement which sold Magnus a parking lot parcel planned to become part of the project site for the fair market value price of \$1,840,000 (the "Purchase and Sale Agreement"). That sale was explicitly conditioned upon a development agreement between Magnus and the City becoming effective prior to July 1, 2012.

To meet that deadline, the City Council adopted Ordinance No. 2090 on May 29, 2012 which authorized the City Manager to execute a development agreement with Magnus. On June 8, 2012, the City received a notice of default posted by MTC Financial Incorporated (dba Trustee Corps), notifying the City that Magnus was in default of a loan procured from Bio Profit related to the Towne Center property (120 – 200 S. Garfield Avenue) and that Magnus owed Bio Profit approximately \$2,383,000. The Notice of Default threatens foreclosure of the property; a sale date may be set for the Property as early as August 6, 2012 if the default is not cured. Despite an obligation to do so under the Development Agreement, Magnus never alerted the City of this impending default or legal liability. Given the outstanding Notice of Default, the City did not execute the Development Agreement or any of the corresponding documents as required by the Monterey Park Municipal Code for the Development Agreement to take effect.

Based on representations made by Magnus that it was working to resolve the outstanding Notice of Default and would soon pay the full amount owed to cure the default, the City Council approved an agreement between Magnus and the City on July 16, 2012 (the "NOD Agreement"). The NOD Agreement provides that Magnus must pay the outstanding amount owed to Bio Profit by July 25, 2012 and has until August 1, 2012 to deliver to the City written confirmation from Bio Profit that the Notice of Default has been cured or otherwise rescinded. On July 25, 2012, Magnus provided written confirmation to the City in the form of a letter and copy of a cashier's check that it had paid the amount that it believes is required to cure the Notice of Default; however, Trustee Corps claims that Magnus did not properly calculate the amount owed and still owes approximately \$115,000 to cure the Notice of Default. Magnus has assured the City that it will pay such outstanding amount prior to August 1, 2012. As of July 26, 2012, the City has not received written confirmation from Bio Profit that the outstanding amount has been paid or that the Notice of Default has been cured or rescinded.

Among other things, the Development Agreement requires Magnus to inform the City that it is in good standing without any potential known circumstance(s) that would cause a default under the Development Agreement. Section 7.3.8 of the Agreement provides that:

To the best of the Developer's knowledge, there are no suits, other proceedings or investigations pending or threatened against or affecting the business or the properties of the Developer . . . which could materially impair its ability to perform its obligations under this Agreement.

Section 7.3.9 provides:

To the best of the Developer's knowledge, upon the complete execution by the Parties of this Agreement, there are no facts now in existence which, with the giving notice or the lapse of time, or both, would constitute a Default hereunder. The Developer is not in default under, and no condition exists that, with the

giving of notice or passage of time or both, would constitute a default by the Developer under, any of the loan documents associated with the Project.

Section 7.3.11 similarly provides that:

To the best of the Developer's knowledge, there is no adverse condition or circumstance . . . or other condition which could prevent or materially impair the Developer's ability to develop the Site as contemplated by the terms of this Agreement.

Section 7.3.13 of the Development Agreement provides:

If any of the foregoing representations and warranties shall provide to have been untrue, inaccurate or misleading in any material respect as of the time when made (or deemed made) by the Developer, then *ipso facto* (and without the need for any notice by the City to the Developer and without the Developer's having the opportunity to cure the same) such untrue, inaccurate or misleading representation or warranty conclusively shall constitute a Default by the Developer under this Agreement.

Furthermore, pursuant to Section 1 of the NOD Agreement, the City is authorized to rescind its prior approval of the Development Agreement and request return of the parking lot parcel in the event that Magnus fails to pay the full amount owed to cure the Notice of Default or fails to provide written confirmation from Bio Profit that the Notice of Default has been cured or terminated by August 1, 2012.

Analysis

Absent Magnus providing written confirmation from Bio Profit that the Notice of Default has been cured by August 1, 2012, the Development Agreement cannot become effective without resulting in Magnus being in immediate material breach of the Development Agreement and NOD Agreement. Were the City to execute the Development Agreement with an unresolved material breach, it would create several potential legal and logistical problems.

First, Magnus could claim that it has not violated the representations and warranties, because the City had actual or constructive knowledge of the Notice of Default and consequently, Magnus could not have provided untrue, inaccurate or misleading information at the time of execution. While there are other provisions of the Development Agreement that may trigger a default at a later date, such as the provisions regarding the schedule of performance (Section 1.2), the City would not be able to enforce these provisions against Magnus for several months (and potentially several years). This could result in the Property being vacant and unused for a long period of time.

Second, if the Development Agreement became effective, Bio Profit would benefit from the Development Agreement's mortgagee protections. These protections permit Bio Profit to recommend changes to the Development Agreement, which the City must negotiate in good faith. Bio Profit could also potentially take possession of the Property to cure any defaults. In

short, Bio Profit would become an interested party to the Development Agreement and may avail itself of its remedies.

Finally, if the Development Agreement became effective, the parties would be required to engage in non-binding mediation concerning any default under the Development Agreement. The parties would have 60 days to successfully mediate the issue before the City could seek a judicial remedy. This process would add additional delay and cost to the City to resolve any default arising out of the Notice of Default or Magnus' inability to perform its obligations under the Development Agreement. It would also impact the City's ability to recover ownership of the parking lot parcel. Once the Development Agreement is executed and effective, the right of reverter in the parking lot parcel grant deed terminates. While the City would have the option to repurchase the parking lot parcel for the original purchase price upon a default by Magnus, it would be a more complicated process, in that the parties would be required to open escrow and use an escrow agent to conduct the transaction. This would impose additional cost and delay for the City in recovering ownership of the parking lot parcel upon default.

FISCAL IMPACT

If the City elects to rescind its approval of Ordinance No. 2090, it would trigger the reverter clause in the parking lot parcel grant deed and NOD Agreement, whereby the parking lot parcel would be returned to the City in return for repayment of the \$1,840,000 purchase price.

ENVIRONMENTAL IMPACT

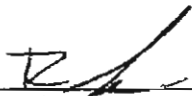
Pursuant to Section 15270 of the CEQA Guidelines, CEQA does not apply to projects which a public agency rejects or disapproves.

RECOMMENDATION

Given the above legal and logistical difficulties resulting from execution of the Development Agreement and potential complications, we recommend that the City Council consider adopting an ordinance rescinding its prior approval of Ordinance No. 2090 and seek return of the parking lot parcel by Magnus, unless Magnus pays the full amount owed to cure the Notice of Default and provides written confirmation from Bio Profit by August 1, 2012 that the Notice of Default has been cured or otherwise rescinded.

Mark D. Hensley, City Attorney

By:



Robert M. Smith
Deputy City Attorney

Attachment:

Ordinance No. [xxx]

ORDINANCE NO. ____

AN ORDINANCE RESCINDING ORDINANCE NO. 2090 ADOPTED MAY 29, 2012 AFFECTING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND MAGNUS SUNHILL GROUP, LLC.

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

SECTION 1: Findings. The City Council finds as follows:

- D. On May 29, 2012, the City Council adopted Ordinance No. 2090, authorizing the City Manager to execute a development agreement (the "DA") between the City and Magnus Sunhill Group, LLC (the "Developer") regarding a development project generally referred to as the Town Centre Development (the "Project") proposed at 100-200 South Garfield Avenue (the "Property").
- E. Unbeknownst to the City Council, on May 8, 2012, MTC Financial Incorporated, doing business as Trustee Corps, recorded a notice of default, stating that the Developer is in default of a loan procured from Trustee Corps related to the Property and that the Developer currently owes Trustee Corps approximately \$2,383,000 (the "Notice of Default").
- F. The Developer failed to inform the City regarding the Notice of Default despite provisions in the DA that require the Developer to alert the City of any outstanding liabilities, debts or actions which may result in a default under the DA. The City received a copy of the Notice of Default from Trustee Corps on June 8, 2012.
- G. Pursuant to the Notice of Default, the Property may be subject to a foreclosure action and sale as early as August 6, 2012 if the default is not cured by the Developer.
- H. The DA includes several representations and warranties including, without limitation, Sections 7.3.8, 7.3.9, and 7.3.11, where the Developer represents that there are no outstanding ongoing, pending or threatened investigations, actions or proceedings which would impair the Developer's ability to meet its obligations under the DA including commencement of construction of the Project or that would constitute a default under the Development Agreement. If the City Manager executed the DA before the Developer cured the Notice of Default, the Developer would be in immediate default under the terms of the DA since these representations and warranties would be untrue.
- I. Section 7.3.13 of the DA allows the City to terminate the DA without providing notice or opportunity for the Developer to cure the alleged

default if any of the Developer's representations and warranties are inaccurate or were not made in good faith.

SECTION 2: Rescission of Ordinance No. 2090. Based upon the Notice of Default and potential for default by the Developer pursuant to the terms of the DA, the City Council rescinds Ordinance No. 2090 and any associated direction to City staff to execute the DA.

SECTION 3: Return of the Parking Lot Parcel. On January 30, 2012, the City approved a Purchase and Sale Agreement to sell the Developer a parking lot parcel planned to be part of the Project (the "Purchase and Sale Agreement"). The sale is conditioned on the City approving a development agreement between Magnus and the City that becomes effective before July 1, 2012. If a development agreement is not effective by that date, the parking lot parcel would automatically revert back to the City and the City would repay the purchase price to the Developer. The City Manager and City Attorney are directed to seek return of the parking lot parcel in return for the purchase price previously paid by the Developer, pursuant to the Purchase and Sale Agreement and parking lot parcel grant deed.

SECTION 4: Reliance on Record. Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 5: Summaries of Information. All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

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

SECTION 7: This Ordinance will take effect thirty (30) days after being adopted.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2012.

Mayor

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

ATTEST:
DAVID M. BARRON, City Clerk

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

I, DAVID M. BARRON, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Urgency Ordinance No. _____ was unanimously approved at a meeting of the City Council of the City of Monterey Park, held on the 25th day of June, 2012.

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Dated this 25th day of June, 2012.

David M. Barron, City Clerk
City of Monterey Park, California

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 12

DATE: August 8, 2012

TO: THE HONORABLE MAYOR AND CITY COUNCIL

FROM: PAUL L. TALBOT
CITY MANAGER

SUBJECT: APPOINTMENT TO PLANNING COMMISSION, SEAT 1

Pursuant to Monterey Park Municipal Code § 2.64.010, Council Member David T. Lau nominated Tommy Tseng to the Planning Commission. If appointed by the City Council, Tommy Tseng would assume Seat No. 1 on the Commission. The Commission's responsibilities are listed in Monterey Park Municipal Code § 2.64.030.

<u>Council Member</u>	<u>Applicant</u>	<u>Commission/Committee/Board</u>
David T. Lau	Tommy Tseng	Planning Commission, Seat 1

RECOMMENDATION:

It is recommended that the City Council (1) consider approving the nominee; and (2) take such addition, related, action that may be desirable.

Date Stamp

CITY CLERK OFFICE

2012 JUL 25 A 9 35

CITY OF MONTEREY PARK



For Office Use

Required Advance Distribution

___ City Manager

___ City Clerk (Original Copy)

___ Agenda Package

___ Commission Liaison

**CITY OF MONTEREY PARK – Application for Civic Service
City Commission/Board/Committees**

This is a public document and is subject to disclosure

(Please Type or Print)

Date July 25, 2012

Name Tommy Tseng

Are you a resident of the City of Monterey Park? Yes ☒ No ☐ How Long? 14 months

Occupation: Program Manager at API Equality-LA, fiscal project of Asian Pacific American Legal Center

Commission/Committee or Board on which you want to serve (You may list more than one)

1) <u>Planning</u>	Eligible: <u> </u>	3) <u> </u>	Eligible: <u> </u>
2) <u> </u>	Eligible: <u> </u>	4) <u> </u>	Eligible: <u> </u>

Prior Community Involvement/Activities

Board Member, Harvard Kennedy School Alumni Network; Board Member, New Leaders Council, Los Angeles

Member, OCA - Greater Los Angeles; Member, Harvard Club of Southern California

Editor-in-Chief, Asian American Policy Review at Harvard Kennedy School

Provide a brief review of your background, qualifications and your interest in serving the City

Background: Master in Public Policy, Harvard University; BA in Political Science, UCLA; Public Policy Fellow, UC Berkeley.

Qualifications: Extensive knowledge and experience in policy analysis, research, budgeting, and community advocacy.

Interests: I have been a resident of the San Gabriel Valley for 14 years and have recently moved to Monterey Park. The San Gabriel Valley has given me the opportunity to grow into who I am today. Now, I want to give back to the community by serving on the planning commission.

**RETURN APPLICATION TO THE CITY CLERK'S OFFICE
320 West Newmark Avenue ♦ Monterey Park ♦ CA ♦ 91754 ♦ (626) 307-1359**

Date Stamp

CITY OF MONTEREY PARK – Application for Civic Service
City Commission/Board/Committees
This is a public document and is subject to disclosure

INFORMATION:

(Please Type or Print)

Name: Tommy Tseng
Home Address 417 Mooney Dr Apt D City: Monterey Park
Zip Code 91755 Telephone (626) 319-4749

Business Name _____
Business Address _____
Zip Code _____ Telephone _____

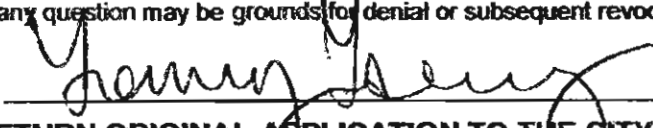
E-Mail Address Tommy.c.Tseng@gmail.com

References: List two.

Name Howard Yao
Address 1750 Dorner Dr, Monterey Park Zip Code 91754
Telephone (626) 757-8783

Name Karin Wang
Address 521 South Lincoln Ave, Monterey Park Zip Code 91755
Telephone (626) 572-8252

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Signature  Date 7/25/2012

RETURN ORIGINAL APPLICATION TO THE CITY CLERK'S OFFICE
320 West Newmark Avenue ◊ Monterey Park ◊ CA ◊ 91754 ◊
(626) 307-1359

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 13

DATE: August 8, 2012

TO: Paul Talbot, City Manager
FROM: Robert Aguirre, Recreation Superintendent
SUBJECT: Recommendation to Renew contract with World Journal LA, LLC, as Co-Producer of the Monterey Park for 2013 Lunar New Year Festival

DISCUSSION:

The City's Fifteenth Annual Lunar New Year Celebration will be held in 2013. The event will be located on East Garvey Avenue in the downtown area.

The BIDAC and City staff were pleased with the production and partnership with World Journal LA, LLC during the 2012 Lunar New Year Festival. At the April 30th BIDAC meeting, the board voted unanimously to recommend the renewal of their contract for the 2013 event. Renewal of the contract early in the year will give World Journal a larger time frame to plan and secure sponsors and vendors, ultimately resulting in an even more successful festival in 2013.

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

The BIDAC would work with the City to produce the Opening Ceremony and pay for the services of city staff.

The City will take care of all aspects related to street closure, inspections, and any other duties undertaken in previous years.

RECOMMENDATION:

Accept the recommendation of BIDAC to renew the contract with World Journal LA, LLC for the purpose of co-producing the 2013 Lunar New Year Festival.

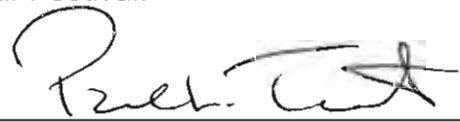
By:



Robert Aguirre

Recreation Superintendent

Approved:



Paul Talbot
City Manager

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

This Professional Services Agreement ("**Agreement**") is governed by the laws of the State of California and is made and entered into this 1st day of August, 2012, by and between the CITY OF MONTEREY PARK, a public corporation ("**CITY**"), and WORLD JOURNAL LA, LLC, a California limited liability corporation ("**CO-PRODUCER**"), collectively referred to as the "Parties," and separately referred to as a "Party."

RECITALS

- A. The Lunar New Year is celebrated during a fifteen-day period around January and February of each year.
- B. The CITY has historically conducted Lunar New Year Festivals and desires to do so again in 2013.
- C. The CITY's Lunar New Year Festival is becoming a leading Lunar New Year Festival in the greater Los Angeles Area and attracts visitors from a wide diversity of backgrounds.
- D. The CITY desires an experienced regional event coordinator to organize and manage the 2013 Monterey Park Lunar New Year Celebration Festival (the "**Festival**"), which is scheduled to take place on February 2nd & 3rd, 2013.
- E. The CITY conducted a Request for Proposal process in 2011 and has now selected WORLD JOURNAL LA, LLC to serve as event coordinator/co-producer for the Festival.

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

**ARTICLE 1
TERM OF AGREEMENT**

1.1 This Agreement commences on August 1st, **2012**, and continues in full force and effect through, **March 22, 2013**, unless earlier terminated as provided elsewhere in this Agreement.

1.2 The term of this Agreement may be extended and executed by the Parties in writing. It is the intent of the CITY that the Agreement has a one year term with possible extensions of one-year contracts up to, but not to exceed, three years in total; based upon annual review and satisfactory performance.

ARTICLE 2 RESPONSIBILITIES OF CO-PRODUCER

2.1 The CO-PRODUCER agrees to perform any and all work necessary for the completion of the tasks and services set forth in the attached Exhibit "A" which is incorporated by reference, entitled "Lunar New Year Concept."

2.2 The CO-PRODUCER represents that it employs or will employ, at its own expense, all personnel required for the performance of any and all tasks and services.

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

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

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

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

2.7 [Intentionally blank]

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

2.9 CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, provided such changes do not create substantial burdens on CO-PRODUCER, and only on condition that such additions, deletions or revisions are submitted to CO-PRODUCER no later than December 28, 2012. All such changes must be authorized in writing, executed by CO-PRODUCER and CITY. The cost, credit, liability or time extension resulting from changes in the services will be determined and shared in accordance with written agreement between the Parties.

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

2.11 CO-PRODUCER is responsible for leasing booths to vendors, community organizations and/or non-profits organizations to provide funding for the Festival. CO-PRODUCER must ensure that only vendors promoting a diversity of products and/or services to the community are involved with the Festival. CO-PRODUCER must also ensure that a portion of the booths are made available for Monterey Park merchants, artistic and hand-crafted products. Further, CO-PRODUCER must ensure that booths selling

products are placed so that they do not directly compete with affixed businesses located adjacent to such booths.

2.12 CO-PRODUCER must provide a layout to CITY with a total number of booths and or/tents. The configuration of all booths and tents, both externally and internally, must be approved by the Monterey Park Fire Department in its regulatory capacity.

2.13 CO-PRODUCER, except for otherwise indicated in this Agreement, is solely responsible for all expenses, costs, liabilities, and losses, incurred in furtherance of this Agreement and/or related to the Festival. CITY does not have any liability or responsibility for the payment of any losses suffered or liabilities incurred by the CO-PRODUCER arising from producing this event unless solely and directly caused by the CITY's or its officers, officials, employees and/or representatives willful or negligent act(s).

ARTICLE 3

RESPONSIBILITIES OF THE CITY

3.1 Robert Aguirre is the CITY's liaison regarding the subject matter of this Agreement.

3.2 CITY will provide full information regarding its requirements for the Agreement, and furnish CO-PRODUCER with any and all information, data, reports, maps, and records which are available within the offices of the CITY and are necessary for the performance by the CO-PRODUCER of the tasks and services in this Agreement at no cost to CO-PRODUCER.

ARTICLE 4

INTELLECTUAL PROPERTY LICENSES.

4.1 CITY grants to CO-PRODUCER an exclusive worldwide license during the term to market and promote the Festival name and any logo in any manner or media now known or hereafter devised ("Licensed Product"), including, without limitation, products embodying same.

4.2 CITY grants to CO-PRODUCER an exclusive license during the term to produce and operate the Festival within CITY's jurisdictional limits, but not elsewhere, in any manner whatsoever, provided that during the term. CITY will not grant to any other person or entity the right to produce and/or operate the Festival, whether in the CITY's jurisdictional limits or otherwise;

4.3 Pursuant to the Copyright Act of 1976, as amended, (17 U.S.C. §§ 101, *et seq.*) CITY and CO-PRODUCER will jointly retain the copyright and all other rights in and to the Logo and the Festival to be designed by CO-PRODUCER.

4.4 Other than in connection with the promotion, marketing and production of the Festival, CO-PRODUCER will not grant permission to others to use any logo without CITY's written permission, not to be unreasonably withheld.

4.5 If CO-PRODUCER learns of the substantial infringement of any copyright licensed under this Agreement, CO-PRODUCER will call CITY's attention thereto in writing and provide CITY with reasonable evidence of infringement. Neither party will notify a third party of the infringement without first obtaining consent of the other party, which consent will not be unreasonably denied. Both Parties will use their best efforts in cooperation with each other to terminate infringement without litigation. CO-PRODUCER will have no obligation to commence litigation in connection with any such infringement.

4.6 Legal action, as is decided on, will be at the expense of the party bringing suit and all damages recovered thereby will belong to the party bringing suit, but legal action brought jointly by CITY and CO-PRODUCER and fully participated in by both will be at the joint expense of the Parties and all recoveries will be shared jointly by them in proportion to the share of expense paid by each party.

4.7 Each party will cooperate with the other in litigation proceedings instituted hereunder but at the expense of the party bringing suit. Litigation will be controlled by the party bringing the suit, except that CITY may be represented by counsel of its choice in any suit brought by CO-PRODUCER.

ARTICLE 5 COMPENSATION

5.1 CO-PRODUCER must share Net Profit with CITY as follows:

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

"Net Profit" is calculated by subtracting CO-PRODUCER's expenses and costs associated with FESTIVAL event from total income (e.g. commissions from the carnival, the fees paid by vendors or merchants, or sponsorships) received by CO-PRODUCER. The necessity or the amount of said expenses and costs shall be solely determined by CO-PRODUCER.

5.2 CO-PRODUCER agrees to provide an expense and income statement to the CITY in sufficient detail to verify Net Profit generated from the Festival using common accounting practices. Such expense and income statement must be provided within 45 days of the ending date of the Festival for any one year. In addition, copies of various backup information, invoices, revenue receipts, etc, must be provided to the CITY at the same time the income and expense statement is provided. Income sources must include, without

limitation, commissions from the carnival and the fees paid by vendors or merchants to attend the event, or sponsorships, etc.

5.3 The Parties agree that failure of CO-PRODUCER to timely provide the expense and income statement to CITY constitutes a default. Upon default, CITY must notify in writing to CO-PRODUCER and allow CO-PRODUCER a seven (7)-day grace period to cure the default. Should CO-PRODUCER fail to cure the default in the grace period, and CITY opts to not allow CO-PRODUCER to continue to provide the expenses and income statement, the Parties agree that this default will result in damage and injury to CITY. The Parties further agree, however, that actual damages incurred by CITY as result of such default is difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the Parties have negotiated and have agreed that for each calendar day during which such default occurs, that CO-PRODUCER will pay CITY, as and for liquidated damages, and not as a penalty, the sum of one hundred dollars (\$100).

ARTICLE 6 TERMINATION OF AGREEMENT

6.1 Each Party may terminate this Agreement with or without cause upon providing the other Party fifteen (15) day written notice, but in no event later than December 14, 2012.

6.2 The Parties agree that each party shall assume responsibility for its own costs, expenses, losses, damages and/or other liabilities which the Party may sustain by reason of such termination.

ARTICLE 7 EMPLOYMENT PRACTICES OF THE CO-PRODUCER

7.1 In providing for the performance of the tasks and services required by this Agreement, the CO-PRODUCER cannot discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, or national origin.

7.2 The CO-PRODUCER must take affirmative actions to ensure that applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, or national origin.

7.2.1 Affirmative actions include, without limitation, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

7.2.2 These provisions must be included in any subcontract for the services provided under this Agreement awarded by the CO-PRODUCER.

7.2.3 The CO-PRODUCER will cooperate with the CITY in maximizing the utilization of minority business enterprises to complete any subcontract work under this Agreement.

ARTICLE 8 CONFLICTS OF INTEREST

8.1 No officer or employee of the CITY can have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure with the CITY or for a period of one (1) year thereafter. This section will survive termination of the Agreement.

8.2 The CO-PRODUCER covenants on behalf of itself and its employees, that it has, at the time of the execution of this Agreement, no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement, nor will it acquire any such interest at any time during such performance of services. The CO-PRODUCER further covenants that during the performance of this Agreement, no person, having any such interest may be employed by the CO-PRODUCER.

8.3 The CITY and the CO-PRODUCER covenant and agree that, to their best knowledge, no member of the City of Monterey Park, nor any officer or employee of the CITY has any interest, whether contractual, non-contractual, financial or otherwise direct or indirect, in this Agreement or in the business of subcontracting work required under this Agreement; and that if any such interest comes to the attention of either party at any time during the performance of this Agreement, a full and complete disclosure of such information must be made in writing to the other party, even if such interest would not be considered a conflict of interest under applicable laws and the CO-PRODUCER must take such action as required by law to eliminate the conflict of interest.

8.4 The CO-PRODUCER covenants that it has not employed or retained any person or company to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or company any fee, commission, percentage, brokerage fee, gift, or other compensation, contingent upon or resulting from the award of making of this Agreement. For breach or violation of this covenant, the CITY has the right to annul this Agreement without liability, or in its discretion to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

8.5 CO-PRODUCER cannot disseminate mailers, flyers, newsletters, magazines or any other written materials that exceed 200 in number that contain CITY COUNCIL member's names, pictures or likenesses except the CITY COUNCIL member's name may be listed in a letterhead format subject to approval by CITY. This provision specifically excludes any and all press releases, news articles, reporting coverage, magazine articles, and other feature articles that are authored by CO-PRODUCER reporting on the event.

ARTICLE 9 INSURANCE/INDEMNIFICATION

9.1 The CO-PRODUCER must procure and maintain, between February 2nd and February 3rd, 2013, insurance against claims for injuries to persons or damages to property, which

may arise from or in connection with the CO-PRODUCER'S performance. The cost of such insurance is borne by the CO-PRODUCER. CITY may terminate this Agreement for CO-PRODUCER's failure to procure and/or maintain the proper insurance.

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

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

9.3 Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form, or equivalent. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insured's" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess and non contributory. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

9.4 Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CO-PRODUCER will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CO-PRODUCER for all claims made by CITY arising out of any errors or omissions of CO-PRODUCER, or its officers or employees during the time this Agreement was in effect.

9.5 Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

9.6 CO-PRODUCER will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A: VII."

9.7 Should CO-PRODUCER, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CO-PRODUCER's expense and deduct the cost of such insurance from payments due to CO-PRODUCER under this Agreement or terminate.

9.8 All Coverages. Each insurance policy required by this clause must be endorsed to state that coverage cannot be cancelled except after thirty (30) days prior written notice by mail has been given to the CITY, or ten (10) days' notice if cancellation is due to nonpayment of a premium.

9.9 INDEMNIFICATION. CO-PRODUCER agrees to the following:

9.9.1 *Indemnification for Professional Services.* CO-PRODUCER between February 2nd and February 3rd, 2013 will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising solely and directly from any negligent or wrongful act, error or omission by CO-PRODUCER or any of CO-PRODUCER's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.

9.9.2 *Indemnification for other Damages.* CO-PRODUCER between February 2nd and February 3rd, 2013 indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees), injuries, or liability, solely and directly arising out of CO-PRODUCER's negligence or willful misconduct in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising directly out of CO-PRODUCER's negligence or willful misconduct, in the performance of this Agreement, CO-PRODUCER will defend CITY (at CITY's written request and with counsel reasonably satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

9.9.3 For purposes of this section "CITY" includes CITY's officers, officials, employees, and representatives.

9.9.4 It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

9.9.5 The CO-PRODUCER acknowledges that it has fully informed itself of the contents and meaning of this hold harmless agreement, and has so executed it with full knowledge thereof, and that the terms are contractual and not a mere recital. These requirements also apply to any subcontractor whose hazards are not covered by the CO-PRODUCER'S insurance policies.

9.10 CO-PRODUCER agrees to obtain from all its subcontractors involved in this Festival, certificates of insurance evidencing coverage for general liability, workers compensations, and auto liability insurance and furnish to the CITY for verification. It is the CITY's responsibility to verify the certificate's authenticity, adequacy and validity. All Insurance endorsements must contain an additional insured endorsement naming the "CITY OF MONTEREY PARK, its elected and non elected officials, employees, and agents as additional insured's. Policy must apply on a primary basis. Any insurance or self-insurance, maintained by the city is non-contributory to contractor's policy."

ARTICLE 10 FORCE MAJEURE

10.1 Neither CO-PRODUCER nor CITY will be deemed to be in default if performance of the obligations required in this Agreement is delayed or becomes impossible because of any natural disaster, war, terrorist act, earthquake, fire, strike, sickness, inclement weather, accident, civil commotion, epidemic, act of federal, state, or local government (including CITY in its regulatory and police power capacity), its agencies or officers, or any other legitimate cause beyond control of the Parties.

10.2 On the occurrence of any such event as set forth in Section 10.1, or if CO-PRODUCER fails to perform any of the conditions of this Agreement, because of circumstances beyond the control of CO-PRODUCER and not induced or brought about by the unreasonable acts of CITY, then CITY may elect, by giving notice to CO-PRODUCER, to extend the term of the Agreement to conduct the Festival. In the event of any such extension, specific dates, periods, and time requirements referred to in the Agreement will be postponed or extended accordingly. The Parties will make a good faith effort to negotiate a new date, which must be within sixty (60) days of the original date.

10.4 The Parties agree that each party shall assume responsibility for its own losses expenses, and/or other liabilities that result from this Agreement being delayed or becoming impossible to perform because of any natural disaster, war, terrorist act, earthquake, fire, strike, sickness, inclement weather, accident, civil commotion, epidemic, act of federal, state, or local government (including CITY in its regulatory and police power capacity), its agencies or officers, or any other legitimate cause beyond control of the Parties. CITY has no duty or obligation to pay for any portion of any such losses, expenses, and/or other liabilities.

10.5 Section 5.2 above is not applicable if this Agreement is delayed or becomes impossible because of any natural disaster, war, terrorist act, earthquake, fire, strike, sickness, inclement weather, accident, civil commotion, epidemic, act of federal, state, or local government (including CITY in its regulatory and police power capacity), its agencies or officers, or any other legitimate cause beyond control of the Parties.

10.6 In accordance with Exhibit A, in particular Section 13 and Exhibit E regarding determination process, in the event of inclement weather, or other adverse conditions, the

City Manager can make the final determination to postpone or cancel the Festival in his or her sole discretion which shall not be arbitrarily made.

ARTICLE 11 MISCELLANEOUS

11.1 This Agreement is by and between the CITY and CO-PRODUCER and is not intended, and cannot be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the CITY and CO-PRODUCER. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever. CO-PRODUCER and its employees are independent contractors and are not employees of the CITY. CO-PRODUCER is solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. CITY has no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CO-PRODUCER.

The CO-PRODUCER understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of worker's compensation liability, solely employees of CO-PRODUCER and not employees of the CITY. The CO-PRODUCER is solely liable and responsible for furnishing any and all worker's compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CO-PRODUCER hereunder.

The CO-PRODUCER agrees to indemnify, defend with counsel acceptable to the CITY, and hold CITY harmless for any action or proceeding regarding CO-PRODUCER'S employee or agent's independent contractor status. The employees and agents of each party must, while on the premises of the other party, comply with all rules and regulations of the premises, including, without limitation, security requirements.

11.2 The CITY and the CO-PRODUCER each binds itself and its partners, successors, and assigns of to the other party to this Agreement and to the partners, successors and assigns of such other party with respect to all covenants of this Agreement. Neither the CITY nor the CO-PRODUCER can assign, sublet, or transfer its interest in this Agreement without the written consent of the other party.

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

11.4 The CO-PRODUCER may begin work upon receipt of the "Notice to Proceed" and diligently perform the services required of him/ her by this Agreement.

11.5 All documents, data, studies, drawings, maps, models, photographs and reports prepared by CO-PRODUCER under this Agreement are to be treated as the property

jointly owned by CITY and CO-PRODUCER. CO-PRODUCER is permitted to retain all original copies of said documents and materials as desired, but will deliver copies of said all original materials to CITY upon CITY's written notice. CITY agrees that use of CO-PRODUCER 's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

11.6 Records of the CO-PRODUCER'S expenses pertaining to the Festival and the performance of all services under this Agreement, and records of accounts between the CITY and the CO-PRODUCER must be kept on a generally recognized accounting basis. Such records, in addition to employment, operating, and regulatory documents, must be available to the CITY or its authorized representative at mutually convenient times for inspection. The CO-PRODUCER must maintain all records for up to three (3) years after the termination of this Agreement.

11.7 CO-PRODUCER covenants that, during the term, it cannot use its name or funds, or permit or offer its name or funds, to be used in connection with the election, nomination, support or publicity endorsement or appointment of any officer or employee of (1) the CITY or any governmental agency in which the CITY area is included, or (II) any county, state or federal government agency. The CO-PRODUCER further covenants that it must refrain from participation in the distribution of pamphlets or handbills of any kind favoring or opposing any candidate for election to any public office or to the office of any equal quasi-public agency.

11.8 For any agreement with a subcontractor or other person or entity hired for this Festival in an industry or trade where workers compensation insurance is generally recommended, CO-PRODUCER agrees that such agreement must include a requirement that the subcontractor or other person or entity provide general liability insurance and workers compensation insurance naming as additional insureds the Parties to this Agreement. For trades or industries where workers compensation insurance is not the norm, CO-PRODUCER agrees that such agreement must, at a minimum, include a requirement that the subcontractor or other person or entity provide general liability insurance. The determination as to what trades or industries generally recommend workers compensation insurance is left to the sole discretion of the CITY. CO-PRODUCER agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein. Nonetheless it is the CITY's responsibility to verify the certificate's authenticity, adequacy and validity. CO-PRODUCER agrees to require that no contract used by any subcontractor will reserve the right to charge back to CITY the cost of insurance required by this Agreement. CO-PRODUCER agrees that upon request, all agreements with subcontractors or others with whom CO-PRODUCER contracts with on behalf of CITY will be submitted to CITY for its review. This is not applicable to the agreements or contract strictly between CO-PRODUCER to verify the certificate's authenticity, adequacy and validity ACTOR and its subcontractors or others. Failure of CITY to request copies of such agreements will not impose any liability on CITY, or its employees.

11.9 No waiver of any breach of this Agreement can be held to be a waiver of any other subsequent breach. All remedies afforded in this Agreement will be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of one Party to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the other Party of any of the provisions, therefore, cannot be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof or the right of the Party to thereafter enforce each and every such provision.

11.10 If there is a conflict between Services Documents, the highest in precedence controls. The precedence is from highest to lowest in precedence:

1. Permits from other agencies as may be required by law;
2. The body of this Agreement; and
3. Exhibit A and Exhibit E to this Agreement, entitled the Lunar New Year Concept.

11.11 Whenever it is necessary for either party to serve notice on the other respecting this Agreement, such notice must be served by personal delivery or by certified mail addressed to the following addresses, unless and until different addresses may be furnished in writing by either party to the other, and such notice is deemed served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and is valid and sufficient service of notice for all purposes:

CITY	Robert Aguirre Ph: (626) 307-1390 Recreation and Community Services Department City of Monterey Park 320 West Newmark Ave. Monterey Park, CA 91754
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CO-PRODUCER	Konan Tien Ph: (323) 859-8991 World Journal LA, LLC 1588 Corporate Center Dr. Monterey Park, CA 91754
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11.12 CO-PRODUCER cannot make changes in the services or perform any additional work or provide any additional material under this Agreement without first obtaining written authorization from CITY for additional work or materials. Additional labor or materials provided without authorization is done at CO-PRODUCER'S risk and without payment.

11.13 If any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions nevertheless continue in full force and effect without being invalidated in any way.

11.14 CO-PRODUCER agrees that it will not engage in any activity that is substantially similar to the Lunar New Year Concept, attached as Exhibit A, that will compete directly with the Festival during the term of this Agreement.

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

11.16 The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement. This Agreement may be modified by written amendment signed by the Parties. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

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

11.18 The Parties agree that the Festival name, logo(s), website domain, vendor list, sponsor list, all forms created on behalf of the Festival are jointly owned by CITY and CO-PRODUCER.

11.19 This Agreement supersedes any and all other Agreements either oral or in writing, between the Parties and with respect to the subject matter herein. Each Party to this Agreement acknowledges that this document comprises the entire Agreement between the above Parties with respect to the subject matter of this Agreement and no other promises, statements or representations have been made to any Party to this Agreement other than those contained herein. Any modifications of this Agreement is not valid unless in writing and signed by all Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

CITY OF MONTEREY PARK

WORLD JOURNAL LA, LLC

Paul Talbot
CITY MANAGER

Robert Yang
Advertising Sales Dept. Manager

Date: _____

Date: _____

ATTEST:

David Barron,
City Clerk

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

By: _____

Staff Report City of Monterey Park

Date: August 8, 2012

TO: Paul Talbot, City Manager
FROM: Jim Basham, Director of Development Services
SUBJECT: WEED ABATEMENT CHARGE LIST (PUBLIC HEARING)

At the regular Council meeting on February 1, 2012, the City Council adopted Resolution No. 11465 declaring that weeds growing upon and in front of certain properties in the city are a public nuisance and its intention to provide for the abatement thereof. At the regular Council meeting on February 15, 2012 the City Council held a protest hearing and subsequently approved the weed abatement declaration list as posted by the County.

DISCUSSION:

The County of Los Angeles Department of Agriculture Commissioner and Weights and Measures submitted the annual weed abatement charge list for abating noxious or dangerous weeds and rubbish to the City. Confirmation of the list by the City Council will authorize the Agricultural Commission/Weights and Measure to place abatement costs resulting from the County's efforts onto the tax roll. It should be noted that these charges are from work performed by the County of Los Angeles during fiscal year 2011-2012.

The County mailed notices before February 1, 2012 to the recorded owner of each parcel included in the declaration list declaring that their parcel is an existing, future or "potential" hazard. The County advised the owners that it considered a parcel a future or potential hazard if the parcel is not completely landscaped or irrigated and there is a potential for weed growth.

The County originally identified 1388 improved and unimproved parcels in the City as public nuisances. The County advised the City that April 30, 2012 was the last day the City could request or the County authorize removal of a parcel from the list. Of these 1388 parcels, 1385 parcels will be charged the annual inspection fee of \$42.44 as established by the County Board of Supervisors. Ultimately, only three parcels required the county to perform the abatement services. One parcel was improved and was charged at total of \$1,072.49 and the remaining two parcels were un-improved and charged a total of \$ 1,374.91 for a total additional charge of \$2,447.40.

CEQA (California Environmental Quality Act):

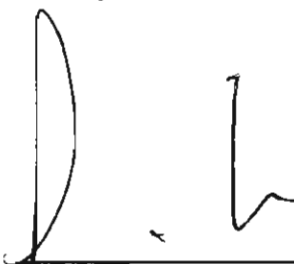
This project has been determined to be a Class 4(i) Categorical Exemption, pursuant to the California Environmental Quality Act of 1970, as amended

FISCAL IMPACT:

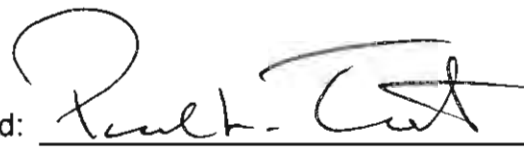
There is no fiscal impact.

RECOMMENDATION:

- 1) Open public hearing, receive public comments, close public hearing.
- 2) Adopt resolution approving Weed Abatement Clearance charge list.

By: 

Jim Basham
Director, Community Development

Approved: 

Paul Talbot
City Manager

:tr

Attachments:

1. Letter from County, dated 7/5/2012
2. 2011-2012 Weed Abatement Clearance Charge List

RESOLUTION NO.

A RESOLUTION CONFIRMING THE ITEMIZED WEED ABATEMENT CHARGE LIST OF WEED ABATEMENT COSTS AND DIRECTING THE LOS ANGELES COUNTY AGRICULTURAL COMMISSIONER TO COLLECT THESE COSTS THROUGH PROPERTY TAX BILLINGS.

The City Council does resolve as follows:

SECTION 1: The City Council finds as follows:

- A. The City Council authorized the County of Los Angeles Agricultural Commissioner on February 01, 2012 to abate the nuisance caused by rubbish, refuse and waste materials of all kinds upon parkways, streets, and private properties by having rubbish, refuse, waste materials, and weeds removed;
- B. Such nuisances were abated in the manner provided in Chapter 9.87 of the Monterey Park Municipal Code;
- C. The County of Los Angeles Agricultural Commissioner kept an account of the cost of abating said nuisance and has prepared an itemized report showing the cost of removing weeds on and/or in front of the parcels of land, listed in the Weed Abatement Charge List, and did on the 15 day of July , 2012, file the report in the office of the City Clerk of the City of Monterey Park;
- D. The legal notice of this hearing was posted at City Hall, Monterey Park Bruggemayer Library, and Langley Center on July 19, 2012 and Published in the Monterey Park Progress on July 19, 2012, with affidavits of posting and publication on file;
- E. The 1st day of August, 2012, at the hour of 7:00 p.m., in the Council Chambers of this City Council was the time and place fixed in the notice for receiving and considering the report, together with any objections which might have been raised by the property owners liable to be assessed for the work of abating said nuisance; and
- F. at the time and place fixed for submitting, receiving and considering the report and objections thereto, no property owner, or other person or anyone objected to raised any objection to the report or to any of the cost therein contained.

SECTION 2: The respective assessments against the respective parcels of

land listed in the Weed Abatement Charge List, which are attached as Exhibit "A," and incorporated by reference, are confirmed as true and correct.

SECTION 3: In accordance with the provisions of Sections 39560 through 39588 of the Government Code, the amounts of the cost of abating said nuisance on and/or in front of the various lots and parcels of land described in the report constitute special assessments and liens against said respective lots or parcels of land and will be added to the next regular tax bill levied against such lots or parcels of land for municipal purposes.

SECTION 4: *Authorization.* The City Manager, or designee, is directed to take such actions that are needed to place these on property tax rolls including, without limitation, forwarding this Resolution to the Los Angeles County Assessor's Office.

SECTION 5: *Reliance on Record.* Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 6: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 7: *Effectiveness.* This Resolution will become effective immediately upon adoption.

SECTION 8: The City Clerk of the City of Monterey Park is directed to certify a copy of this resolution and cause such certified copy thereof to be filed with the Los Angeles County Agricultural Commissioner together with a certified copy of said report, attached hereto.

SECTION 9: The City Clerk is directed to certify to the adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this ____ day of _____,
2012.

Mitchell Ing
Mayor of the City of Monterey Park

Monterey Park, California

ATTEST:

David M. Barron
City Clerk of the City of
Monterey Park, California

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

By: _____

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

I, DAVID M. BARRON, City Clerk of the City of Monterey Park, California,
do hereby certify that the foregoing Resolution No _____ was duly and regularly
adopted by the City Council of the City of Monterey Park at a meeting held on the
1st day of August, 2012
, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Dated this day of , 2012.

David M. Barron
City Clerk
City of Monterey Park



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

**Department of
Agricultural Commissioner/
Weights and Measures**

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.lacounty.gov>



Richard K. Iizuka
Chief Deputy

July 5, 2012

The Honorable City Council
City of Monterey Park
320 W. Newmark Ave.
Monterey Park, CA 91754

Council Members:

2011-2012 REPORT ON THE COST OF WEED ABATEMENT

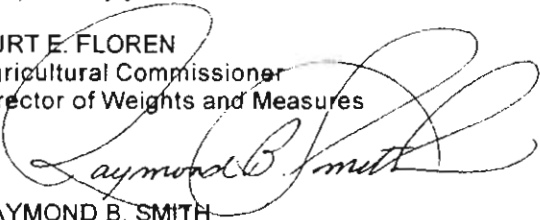
Pursuant to State law, a report on the cost of weed abatement (enclosed) is being submitted to your Honorable Body for confirmation, by motion or resolution, on the 1st day of August, 2012 at the hour of 7:00 p.m. A copy of the report must be posted on or near the chamber door of the City Council at least three days prior to its submission to your Honorable Body, with a notice of the time of submission.

It is my recommendation that your Honorable Body confirm these charges.

After your Honorable Body confirms the weed abatement charges, please send a copy of the confirmation to our Weed Abatement Division at the above address.

Respectfully yours,

KURT E. FLOREN
Agricultural Commissioner
Director of Weights and Measures


RAYMOND B. SMITH
Deputy Director/Bureau Chief
Weed Hazard and Pest Management Bureau

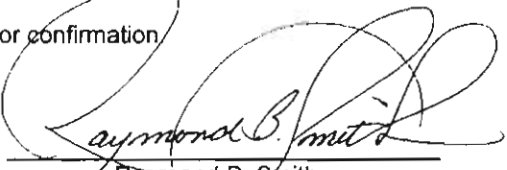
KEF:RKI:RBS:fm

Enclosures

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

Raymond B. Smith, Deputy Director, Agricultural Commissioner/Weights and Measures, Weed Abatement Division of the Agricultural Commissioner/Weights and Measures office, of the County of Los Angeles, first being sworn, on oath states:

That on or before the 27th day of July, 2012, he posted or caused to be posted, on or near the chamber door of the City Council of the City of Monterey Park, a copy of his report of the cost of noxious weed abatement on each and all of the properties described in the list hereto attached, of which the annexed is a true copy thereof, setting the 1st day of August, 2012, as the date upon which said report is to be submitted to the City Council of the City of Monterey Park for confirmation.



Raymond B. Smith

SUBSCRIBED AND SWORN TO BEFORE ME

27th day of July, 2012

City Clerk of City of Monterey Park
State of California

REPORT ON THE COST OF WEED ABATEMENT

TO THE CITY COUNCIL OF
THE CITY OF MONTEREY PARK

Council Member:

Pursuant to an order heretofore made by your Honorable Body instructing this Department to abate noxious or dangerous weeds and rubbish under the provisions of the Government Code, we respectfully submit the following report on the cost of abating such noxious weeds on each separate lot or parcel of land, showing the cost of removing such weeds on each separate lot or parcel of land, or in front thereof, or both, to-wit:

(see attached)

August 1, 2012

The foregoing report was submitted to the City Council of the City of Monterey Park on the 1st day of August, 2012, for confirmation and was with all objections thereto duly received and considered, and was by said City Council confirmed, and the County Auditor is hereby ordered and instructed to enter the amounts of the respective assessment against the respective parcels of land as they appear on the current assessment roll.

CITY COUNCIL OF THE
CITY OF MONTEREY PARK

By _____
Mayor

ATTEST:

By _____
City Clerk

July 10, 2012

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5225	031	018	04	490	\$42.44
*J	5237	008	019	04	490	\$42.44
*J	5237	008	020	04	490	\$42.44
*J	5237	008	021	04	490	\$42.44
*J	5237	008	023	04	490	\$42.44
*J	5237	008	024	04	490	\$42.44
*J	5237	008	025	04	490	\$42.44
*J	5237	008	027	04	490	\$42.44
*J	5237	009	016	04	490	\$42.44
*J	5237	012	001	04	490	\$42.44
*J	5237	012	002	04	490	\$42.44
*J	5237	012	003	04	490	\$42.44
*J	5237	012	004	04	490	\$42.44
*J	5237	012	005	04	490	\$42.44
*J	5237	012	006	04	490	\$42.44
*J	5237	012	007	04	490	\$42.44
*J	5237	012	021	04	490	\$42.44
*J	5237	012	034	04	490	\$42.44
*J	5237	012	035	04	490	\$42.44
*J	5237	012	036	04	490	\$42.44
*J	5237	012	037	04	490	\$42.44
*J	5237	012	038	04	490	\$42.44
*J	5237	012	039	04	490	\$42.44
*J	5237	012	040	04	490	\$42.44
*J	5237	012	041	04	490	\$42.44
*J	5237	012	042	04	490	\$42.44
*J	5237	012	043	04	490	\$42.44
*J	5237	012	044	04	490	\$42.44
*J	5237	013	001	04	490	\$42.44
*J	5237	013	002	04	490	\$42.44
*J	5237	013	003	04	490	\$42.44
*J	5237	013	004	04	490	\$42.44
*J	5237	013	005	04	490	\$42.44
*J	5237	013	006	04	490	\$42.44
*J	5237	013	007	04	490	\$42.44
*J	5237	013	008	04	490	\$42.44
*J	5237	013	009	04	490	\$42.44
*J	5237	013	010	04	490	\$42.44
*J	5237	013	011	04	490	\$42.44
*J	5237	013	012	04	490	\$42.44
*J	5237	013	013	04	490	\$42.44
*J	5237	013	014	04	490	\$42.44
*J	5237	013	015	04	490	\$42.44
*J	5237	013	016	04	490	\$42.44
*J	5237	013	019	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5237	013	020	04	490	\$42.44
*J	5237	013	021	04	490	\$42.44
*J	5237	013	029	04	490	\$42.44
*J	5237	013	033	04	490	\$42.44
*J	5237	013	034	04	490	\$42.44
*J	5237	013	035	04	490	\$42.44
*J	5237	014	001	04	490	\$42.44
*J	5237	014	004	04	490	\$42.44
*J	5237	014	005	04	490	\$42.44
*J	5237	014	006	04	490	\$42.44
*J	5237	014	007	04	490	\$42.44
*J	5237	014	008	04	490	\$42.44
*J	5237	014	009	04	490	\$42.44
*J	5237	014	010	04	490	\$42.44
*J	5237	014	011	04	490	\$42.44
*J	5237	014	012	04	490	\$42.44
*J	5237	014	013	04	490	\$42.44
*J	5237	014	014	04	490	\$42.44
*J	5237	014	017	04	490	\$42.44
*J	5237	014	018	04	490	\$42.44
*J	5237	014	023	04	490	\$42.44
*J	5237	014	024	04	490	\$42.44
*J	5237	015	007	04	490	\$42.44
*J	5237	015	008	04	490	\$42.44
*J	5237	015	010	04	490	\$42.44
*J	5237	015	012	04	490	\$42.44
*J	5237	015	013	04	490	\$42.44
*J	5237	015	014	04	490	\$42.44
*J	5237	015	015	04	490	\$42.44
*J	5237	015	016	04	490	\$42.44
*J	5237	015	017	04	490	\$42.44
*J	5237	015	018	04	490	\$42.44
*J	5237	015	019	04	490	\$42.44
*J	5237	015	020	04	490	\$42.44
*J	5237	015	021	04	490	\$42.44
*J	5237	015	022	04	490	\$42.44
*J	5237	015	023	04	490	\$42.44
*J	5237	015	024	04	490	\$42.44
*J	5237	015	025	04	490	\$42.44
*J	5237	015	026	04	490	\$42.44
*J	5237	015	036	04	490	\$42.44
*J	5237	015	037	04	490	\$42.44
*J	5237	015	038	04	490	\$42.44
*J	5237	015	039	04	490	\$42.44
*J	5237	016	001	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5237	016	002	04	490	\$42.44
*J	5237	016	005	04	490	\$42.44
*J	5237	016	007	04	490	\$42.44
*J	5237	016	008	04	490	\$42.44
*J	5237	016	012	04	490	\$42.44
*J	5237	016	013	04	490	\$42.44
*J	5237	016	014	04	490	\$42.44
*J	5237	016	023	04	490	\$42.44
*J	5237	016	024	04	490	\$42.44
*J	5237	016	025	04	490	\$42.44
*J	5237	016	026	04	490	\$42.44
*J	5237	017	006	04	490	\$42.44
*J	5237	018	002	04	490	\$42.44
*J	5237	018	003	04	490	\$42.44
*J	5237	018	004	04	490	\$42.44
*J	5237	018	005	04	490	\$42.44
*J	5237	018	006	04	490	\$42.44
*J	5237	018	007	04	490	\$42.44
*J	5237	018	008	04	490	\$42.44
*J	5237	018	009	04	490	\$42.44
*J	5237	018	011	04	490	\$42.44
*J	5237	018	012	04	490	\$42.44
*J	5237	018	014	04	490	\$42.44
*J	5237	018	015	04	490	\$42.44
*J	5237	018	016	04	490	\$42.44
*J	5237	018	017	04	490	\$42.44
*J	5237	018	019	04	490	\$42.44
*J	5237	018	020	04	490	\$42.44
*J	5237	018	021	04	490	\$42.44
*J	5237	018	022	04	490	\$42.44
*J	5237	018	023	04	490	\$42.44
*J	5237	018	025	04	490	\$42.44
*J	5237	019	001	04	490	\$42.44
*J	5237	019	002	04	490	\$42.44
*J	5237	019	003	04	490	\$42.44
*J	5237	019	004	04	490	\$42.44
*J	5237	019	007	04	490	\$42.44
*J	5237	019	008	04	490	\$42.44
*J	5237	019	009	04	490	\$42.44
*J	5237	019	012	04	490	\$42.44
*J	5237	019	013	04	490	\$42.44
*J	5237	019	015	04	490	\$42.44
*J	5237	019	016	04	490	\$42.44
*J	5237	019	017	04	490	\$42.44
*J	5237	019	018	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5237	019	019	04	490	\$42.44
*J	5237	019	020	04	490	\$42.44
*J	5237	019	022	04	490	\$42.44
*J	5237	019	023	04	490	\$42.44
*J	5237	019	024	04	490	\$42.44
*J	5237	019	025	04	490	\$42.44
*J	5237	019	026	04	490	\$42.44
*J	5237	020	001	04	490	\$42.44
*J	5237	020	004	04	490	\$42.44
*J	5237	020	005	04	490	\$42.44
*J	5237	020	006	04	490	\$42.44
*J	5237	020	009	04	490	\$42.44
*J	5237	020	019	04	490	\$42.44
*J	5237	020	020	04	490	\$42.44
*J	5237	021	001	04	490	\$42.44
*J	5237	021	002	04	490	\$42.44
*J	5237	021	003	04	490	\$42.44
*J	5237	021	004	04	490	\$42.44
*J	5237	021	005	04	490	\$42.44
*J	5237	021	006	04	490	\$42.44
*J	5237	021	007	04	490	\$42.44
*J	5237	022	009	04	490	\$42.44
*J	5237	022	014	04	490	\$42.44
*J	5237	022	017	04	490	\$42.44
*J	5237	022	018	04	490	\$42.44
J	5237	022	021	04	490	\$42.44
J	5237	022	046	04	490	\$42.44
*J	5237	022	047	04	490	\$42.44
*J	5237	024	017	04	490	\$42.44
*J	5237	024	059	04	490	\$42.44
J	5237	024	061	04	490	\$42.44
*J	5252	001	023	04	490	\$42.44
*J	5252	001	024	04	490	\$42.44
*J	5252	001	025	04	490	\$42.44
*J	5252	001	026	04	490	\$42.44
*J	5252	001	027	04	490	\$42.44
*J	5252	001	028	04	490	\$42.44
*J	5252	001	029	04	490	\$42.44
*J	5252	001	030	04	490	\$42.44
*J	5252	001	031	04	490	\$42.44
*J	5252	001	032	04	490	\$42.44
*J	5252	001	033	04	490	\$42.44
*J	5252	001	034	04	490	\$42.44
*J	5252	001	035	04	490	\$42.44
*J	5252	001	036	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5252	001	037	04	490	\$42.44
*J	5252	001	038	04	490	\$42.44
*J	5252	001	039	04	490	\$42.44
*J	5252	001	040	04	490	\$42.44
*J	5252	001	041	04	490	\$42.44
*J	5252	001	042	04	490	\$42.44
*J	5252	001	043	04	490	\$42.44
*J	5252	001	044	04	490	\$42.44
*J	5252	001	045	04	490	\$42.44
*J	5252	001	046	04	490	\$42.44
*J	5252	001	047	04	490	\$42.44
*J	5252	001	048	04	490	\$42.44
*J	5252	001	049	04	490	\$42.44
*J	5252	002	002	04	490	\$42.44
*J	5252	002	008	04	490	\$42.44
*J	5252	002	010	04	490	\$42.44
*J	5252	002	011	04	490	\$42.44
J	5252	002	016	04	490	\$42.44
*J	5252	002	017	04	490	\$42.44
*J	5252	003	009	04	490	\$42.44
*J	5252	003	010	04	490	\$42.44
*J	5252	003	011	04	490	\$42.44
*J	5252	003	012	04	490	\$42.44
*J	5252	003	013	04	490	\$42.44
*J	5252	003	020	04	490	\$42.44
*J	5252	003	021	04	490	\$42.44
*J	5252	003	022	04	490	\$42.44
*J	5252	003	027	04	490	\$42.44
*J	5252	003	028	04	490	\$42.44
*J	5252	003	029	04	490	\$42.44
*J	5252	003	030	04	490	\$42.44
*J	5252	003	033	04	490	\$42.44
*J	5252	003	042	04	490	\$42.44
*J	5252	003	043	04	490	\$42.44
*J	5252	003	046	04	490	\$42.44
*J	5252	003	049	04	490	\$42.44
*J	5252	003	050	04	490	\$42.44
*J	5252	003	052	04	490	\$42.44
*J	5252	003	053	04	490	\$42.44
*J	5252	003	055	04	490	\$42.44
*J	5252	003	057	04	490	\$42.44
*J	5252	003	058	04	490	\$42.44
*J	5252	003	065	04	490	\$42.44
*J	5252	003	066	04	490	\$42.44
*J	5252	003	069	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5252	003	070	04	490	\$42.44
*J	5252	003	071	04	490	\$42.44
*J	5252	004	074	04	490	\$42.44
*J	5252	004	075	04	490	\$42.44
*J	5252	004	078	04	490	\$42.44
*J	5252	004	080	04	490	\$42.44
*J	5252	004	081	04	490	\$42.44
*J	5252	004	082	04	490	\$42.44
*J	5252	004	083	04	490	\$42.44
*J	5252	004	084	04	490	\$42.44
*J	5252	004	085	04	490	\$42.44
*J	5252	004	086	04	490	\$42.44
*J	5252	004	087	04	490	\$42.44
*J	5252	004	088	04	490	\$42.44
*J	5252	004	089	04	490	\$42.44
*J	5252	004	090	04	490	\$42.44
*J	5252	004	091	04	490	\$42.44
*J	5252	005	071	04	490	\$42.44
*J	5252	005	072	04	490	\$42.44
*J	5252	005	074	04	490	\$42.44
*J	5252	005	075	04	490	\$42.44
*J	5252	005	076	04	490	\$42.44
*J	5252	005	077	04	490	\$42.44
*J	5252	005	079	04	490	\$42.44
*J	5252	005	080	04	490	\$42.44
*J	5252	005	081	04	490	\$42.44
*J	5252	005	091	04	490	\$42.44
*J	5252	005	101	04	490	\$42.44
*J	5252	006	013	04	490	\$42.44
*J	5252	013	026	04	490	\$42.44
*J	5252	013	031	04	490	\$42.44
*J	5252	014	011	04	490	\$42.44
*J	5252	014	023	04	490	\$42.44
*J	5252	015	001	04	490	\$42.44
*J	5252	015	014	04	490	\$42.44
*J	5252	015	015	04	490	\$42.44
*J	5252	015	016	04	490	\$42.44
*J	5252	015	017	04	490	\$42.44
*J	5252	015	018	04	490	\$42.44
*J	5252	015	019	04	490	\$42.44
*J	5252	015	020	04	490	\$42.44
*J	5252	015	021	04	490	\$42.44
*J	5252	016	003	04	490	\$42.44
*J	5252	016	004	04	490	\$42.44
*J	5252	016	005	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5252	016	006	04	490	\$42.44
*J	5252	016	007	04	490	\$42.44
*J	5252	016	008	04	490	\$42.44
*J	5252	016	009	04	490	\$42.44
*J	5252	018	004	04	490	\$42.44
*J	5252	018	005	04	490	\$42.44
*J	5252	018	006	04	490	\$42.44
*J	5252	018	007	04	490	\$42.44
*J	5252	018	008	04	490	\$42.44
*J	5252	018	014	04	490	\$42.44
*J	5252	018	016	04	490	\$42.44
*J	5252	018	017	04	490	\$42.44
*J	5252	018	018	04	490	\$42.44
*J	5252	018	019	04	490	\$42.44
*J	5252	019	001	04	490	\$42.44
*J	5252	019	002	04	490	\$42.44
*J	5252	019	003	04	490	\$42.44
*J	5252	019	004	04	490	\$42.44
*J	5252	019	005	04	490	\$42.44
*J	5252	019	006	04	490	\$42.44
*J	5252	019	007	04	490	\$42.44
*J	5252	019	008	04	490	\$42.44
*J	5252	019	009	04	490	\$42.44
*J	5252	019	010	04	490	\$42.44
*J	5252	019	011	04	490	\$42.44
*J	5252	019	012	04	490	\$42.44
*J	5252	019	014	04	490	\$42.44
*J	5252	019	015	04	490	\$42.44
*J	5252	019	016	04	490	\$42.44
*J	5252	019	017	04	490	\$42.44
*J	5252	019	018	04	490	\$42.44
*J	5252	019	019	04	490	\$42.44
*J	5252	020	017	04	490	\$42.44
*J	5252	022	020	04	490	\$42.44
*J	5252	023	006	04	490	\$42.44
*J	5252	028	001	04	490	\$42.44
*J	5252	028	044	04	490	\$42.44
*J	5252	029	037	04	490	\$42.44
*J	5252	029	042	04	490	\$42.44
*J	5252	030	011	04	490	\$42.44
*J	5252	031	001	04	490	\$42.44
*J	5252	031	002	04	490	\$42.44
*J	5252	031	003	04	490	\$42.44
*J	5252	031	006	04	490	\$42.44
*J	5252	031	007	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5252	031	008	04	490	\$42.44
*J	5252	031	009	04	490	\$42.44
*J	5252	031	010	04	490	\$42.44
*J	5252	031	011	04	490	\$42.44
*J	5252	031	020	04	490	\$42.44
*J	5252	032	003	04	490	\$42.44
*J	5252	032	004	04	490	\$42.44
*J	5252	032	005	04	490	\$42.44
*J	5252	032	006	04	490	\$42.44
*J	5252	032	007	04	490	\$42.44
*J	5252	033	004	04	490	\$42.44
*J	5252	033	005	04	490	\$42.44
*J	5252	033	006	04	490	\$42.44
*J	5252	033	008	04	490	\$42.44
*J	5252	033	009	04	490	\$42.44
*J	5252	033	010	04	490	\$42.44
*J	5252	033	011	04	490	\$42.44
*J	5252	033	016	04	490	\$42.44
*J	5252	033	017	04	490	\$42.44
*J	5252	033	020	04	490	\$42.44
*J	5252	034	001	04	490	\$42.44
*J	5252	034	010	04	490	\$42.44
*J	5252	034	011	04	490	\$42.44
*J	5252	034	013	04	490	\$42.44
*J	5252	035	001	04	490	\$42.44
*J	5252	036	001	04	490	\$42.44
*J	5252	036	002	04	490	\$42.44
*J	5252	037	001	04	490	\$42.44
*J	5252	037	003	04	490	\$42.44
*J	5252	037	004	04	490	\$42.44
*J	5252	037	005	04	490	\$42.44
*J	5252	037	012	04	490	\$42.44
*J	5252	037	013	04	490	\$42.44
J	5252	038	003	04	490	\$42.44
*J	5252	038	009	04	490	\$42.44
*J	5252	040	011	04	490	\$42.44
*J	5252	040	018	04	490	\$42.44
*J	5252	040	019	04	490	\$42.44
*J	5252	040	022	04	490	\$42.44
*J	5252	041	007	04	490	\$42.44
*J	5252	041	008	04	490	\$42.44
*J	5252	041	009	04	490	\$42.44
*J	5252	041	010	04	490	\$42.44
*J	5252	041	011	04	490	\$42.44
*J	5252	041	012	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5252	041	013	04	490	\$42.44
*J	5252	041	014	04	490	\$42.44
*J	5252	041	015	04	490	\$42.44
*J	5252	041	021	04	490	\$42.44
*J	5252	041	028	04	490	\$42.44
*J	5252	041	029	04	490	\$42.44
*J	5252	041	032	04	490	\$42.44
*J	5252	041	033	04	490	\$42.44
*J	5252	041	034	04	490	\$42.44
*J	5252	041	035	04	490	\$42.44
*J	5252	041	036	04	490	\$42.44
*J	5252	041	037	04	490	\$42.44
*J	5252	041	038	04	490	\$42.44
*J	5252	041	039	04	490	\$42.44
*J	5252	041	040	04	490	\$42.44
*J	5252	041	041	04	490	\$42.44
*J	5252	041	042	04	490	\$42.44
*J	5252	041	043	04	490	\$42.44
*J	5252	041	044	04	490	\$42.44
*J	5252	041	045	04	490	\$42.44
*J	5252	041	046	04	490	\$42.44
*J	5252	042	009	04	490	\$42.44
*J	5252	042	010	04	490	\$42.44
*J	5252	042	011	04	490	\$42.44
*J	5252	042	012	04	490	\$42.44
*J	5252	042	013	04	490	\$42.44
*J	5252	043	003	04	490	\$42.44
*J	5252	043	004	04	490	\$42.44
*J	5252	043	011	04	490	\$42.44
*J	5252	043	012	04	490	\$42.44
*J	5252	043	014	04	490	\$42.44
*J	5252	043	015	04	490	\$42.44
*J	5252	043	020	04	490	\$42.44
*J	5252	043	021	04	490	\$42.44
*J	5252	043	023	04	490	\$42.44
*J	5252	043	038	04	490	\$42.44
*J	5252	043	041	04	490	\$42.44
*J	5252	043	042	04	490	\$42.44
*J	5252	043	043	04	490	\$42.44
*J	5252	043	045	04	490	\$42.44
*J	5252	043	047	04	490	\$42.44
*J	5252	043	048	04	490	\$42.44
*J	5252	044	001	04	490	\$42.44
*J	5252	044	002	04	490	\$42.44
*J	5252	044	003	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5252	044	004	04	490	\$42.44
*J	5252	044	005	04	490	\$42.44
*J	5252	044	006	04	490	\$42.44
*J	5252	044	007	04	490	\$42.44
*J	5252	044	008	04	490	\$42.44
*J	5252	044	016	04	490	\$42.44
*J	5252	044	017	04	490	\$42.44
*J	5252	044	018	04	490	\$42.44
*J	5252	044	019	04	490	\$42.44
*J	5252	044	020	04	490	\$42.44
*J	5252	044	021	04	490	\$42.44
*J	5252	044	022	04	490	\$42.44
J	5253	002	022	04	490	\$42.44
*J	5253	005	003	04	490	\$42.44
J	5253	006	013	04	490	\$42.44
*J	5253	006	016	04	490	\$42.44
*J	5253	006	018	04	490	\$42.44
*J	5253	006	019	04	490	\$42.44
*J	5253	006	020	04	490	\$42.44
J	5253	006	027	04	490	\$42.44
J	5253	006	028	04	490	\$42.44
*J	5253	006	040	04	490	\$42.44
*J	5253	006	041	04	490	\$42.44
*J	5253	006	042	04	490	\$42.44
*J	5253	006	043	04	490	\$42.44
*J	5253	006	044	04	490	\$42.44
*J	5253	006	051	04	490	\$42.44
*J	5253	006	052	04	490	\$42.44
*J	5253	006	056	04	490	\$42.44
*J	5253	006	058	04	490	\$42.44
*J	5253	006	059	04	490	\$42.44
*J	5253	006	060	04	490	\$42.44
*J	5253	006	061	04	490	\$42.44
*J	5253	006	062	04	490	\$42.44
*J	5253	006	063	04	490	\$42.44
J	5253	007	005	04	490	\$42.44
*J	5253	007	017	04	490	\$42.44
*J	5253	007	022	04	490	\$42.44
J	5253	007	024	04	490	\$42.44
*J	5253	007	025	04	490	\$42.44
*J	5253	007	027	04	490	\$42.44
J	5253	007	028	04	490	\$42.44
J	5253	008	023	04	490	\$42.44
J	5253	008	024	04	490	\$42.44
*J	5253	008	026	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5253	008	027	04	490	\$42.44
*J	5253	008	028	04	490	\$42.44
J	5253	008	036	04	490	\$42.44
*J	5253	008	037	04	490	\$42.44
*J	5253	008	038	04	490	\$42.44
*J	5253	008	039	04	490	\$42.44
*J	5253	008	040	04	490	\$42.44
*J	5253	008	041	04	490	\$42.44
*J	5253	008	042	04	490	\$42.44
*J	5253	008	043	04	490	\$42.44
*J	5253	008	044	04	490	\$42.44
*J	5253	008	045	04	490	\$42.44
*J	5253	008	046	04	490	\$42.44
*J	5253	008	047	04	490	\$42.44
*J	5253	008	048	04	490	\$42.44
*J	5253	008	049	04	490	\$42.44
*J	5253	008	050	04	490	\$42.44
*J	5253	008	051	04	490	\$42.44
*J	5253	008	052	04	490	\$42.44
*J	5253	008	054	04	490	\$42.44
*J	5253	008	055	04	490	\$42.44
*J	5253	008	060	04	490	\$42.44
J	5253	008	061	04	490	\$42.44
*J	5253	009	019	04	490	\$42.44
J	5253	010	031	04	490	\$42.44
*J	5253	010	036	04	490	\$42.44
*J	5253	010	037	04	490	\$42.44
*J	5253	010	039	04	490	\$42.44
*J	5253	010	040	04	490	\$42.44
*J	5253	012	025	04	490	\$42.44
*J	5253	013	021	04	490	\$42.44
*J	5253	013	025	04	490	\$42.44
*J	5253	014	006	04	490	\$42.44
*J	5253	014	009	04	490	\$42.44
*J	5253	014	018	04	490	\$42.44
*J	5253	024	003	04	490	\$42.44
*J	5253	024	004	04	490	\$42.44
*J	5253	024	005	04	490	\$42.44
*J	5253	024	006	04	490	\$42.44
*J	5253	024	008	04	490	\$42.44
*J	5253	024	010	04	490	\$42.44
*J	5253	024	012	04	490	\$42.44
*J	5253	024	013	04	490	\$42.44
*J	5253	024	014	04	490	\$42.44
J	5253	028	007	04	490	\$603.50

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5253	029	004	04	490	\$42.44
*J	5253	029	005	04	490	\$42.44
*J	5253	029	006	04	490	\$42.44
*J	5253	029	007	04	490	\$42.44
*J	5253	030	013	04	490	\$42.44
*J	5253	030	014	04	490	\$42.44
*J	5253	033	036	04	490	\$42.44
*J	5253	033	037	04	490	\$42.44
*J	5253	033	040	04	490	\$42.44
*J	5253	033	041	04	490	\$42.44
*J	5253	033	042	04	490	\$42.44
*J	5253	033	043	04	490	\$42.44
*J	5253	034	046	04	490	\$42.44
*J	5253	034	047	04	490	\$42.44
*J	5253	034	055	04	490	\$42.44
*J	5253	034	056	04	490	\$42.44
*J	5253	034	057	04	490	\$42.44
*J	5253	035	001	04	490	\$42.44
*J	5253	035	009	04	490	\$42.44
*J	5253	035	010	04	490	\$42.44
*J	5253	035	015	04	490	\$42.44
*J	5253	035	017	04	490	\$42.44
*J	5253	035	018	04	490	\$42.44
*J	5253	035	019	04	490	\$42.44
*J	5253	035	020	04	490	\$42.44
*J	5253	035	021	04	490	\$42.44
*J	5253	036	002	04	490	\$42.44
*J	5253	036	003	04	490	\$42.44
*J	5253	036	005	04	490	\$42.44
*J	5253	036	009	04	490	\$42.44
*J	5253	036	010	04	490	\$42.44
*J	5253	036	011	04	490	\$42.44
*J	5253	036	012	04	490	\$42.44
*J	5253	036	013	04	490	\$42.44
*J	5253	036	014	04	490	\$42.44
*J	5253	036	029	04	490	\$42.44
*J	5253	036	030	04	490	\$42.44
*J	5253	036	031	04	490	\$42.44
*J	5253	036	032	04	490	\$42.44
*J	5253	036	033	04	490	\$42.44
*J	5253	036	034	04	490	\$42.44
*J	5253	036	035	04	490	\$42.44
*J	5253	036	036	04	490	\$42.44
*J	5253	037	001	04	490	\$42.44
*J	5253	037	002	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5253	037	003	04	490	\$42.44
*J	5253	037	013	04	490	\$42.44
*J	5253	037	014	04	490	\$42.44
*J	5253	037	025	04	490	\$42.44
*J	5253	038	001	04	490	\$42.44
*J	5253	038	015	04	490	\$42.44
*J	5253	038	016	04	490	\$42.44
*J	5253	038	017	04	490	\$42.44
*J	5253	038	018	04	490	\$42.44
*J	5253	038	019	04	490	\$42.44
*J	5253	039	001	04	490	\$42.44
*J	5253	039	003	04	490	\$42.44
*J	5253	039	004	04	490	\$42.44
*J	5253	039	005	04	490	\$42.44
*J	5253	039	008	04	490	\$42.44
*J	5253	039	009	04	490	\$42.44
*J	5253	039	010	04	490	\$42.44
*J	5253	039	013	04	490	\$42.44
*J	5253	039	015	04	490	\$42.44
*J	5253	040	028	04	490	\$42.44
*J	5253	040	030	04	490	\$42.44
J	5253	040	031	04	490	\$42.44
*J	5253	040	037	04	490	\$42.44
*J	5253	040	038	04	490	\$42.44
*J	5253	040	039	04	490	\$42.44
*J	5253	040	040	04	490	\$42.44
*J	5254	002	012	04	490	\$42.44
*J	5254	002	013	04	490	\$42.44
*J	5254	002	014	04	490	\$42.44
*J	5254	002	016	04	490	\$42.44
*J	5254	002	017	04	490	\$42.44
*J	5254	002	018	04	490	\$42.44
*J	5254	002	019	04	490	\$42.44
*J	5254	002	027	04	490	\$42.44
J	5254	002	029	04	490	\$42.44
J	5254	002	031	04	490	\$42.44
*J	5254	003	005	04	490	\$42.44
*J	5254	003	007	04	490	\$42.44
J	5254	003	013	04	490	\$42.44
J	5254	003	014	04	490	\$42.44
J	5254	003	018	04	490	\$42.44
J	5254	003	019	04	490	\$42.44
*J	5254	003	126	04	490	\$42.44
*J	5254	003	127	04	490	\$42.44
*J	5254	004	009	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5254	004	010	04	490	\$42.44
*J	5254	004	027	04	490	\$42.44
*J	5254	004	038	04	490	\$42.44
*J	5254	004	039	04	490	\$42.44
*J	5254	004	040	04	490	\$42.44
*J	5254	004	041	04	490	\$42.44
*J	5254	004	044	04	490	\$42.44
*J	5254	004	045	04	490	\$42.44
*J	5254	004	046	04	490	\$42.44
*J	5254	004	052	04	490	\$42.44
*J	5254	004	053	04	490	\$42.44
*J	5254	005	045	04	490	\$42.44
*J	5254	005	046	04	490	\$42.44
*J	5254	006	020	04	490	\$42.44
*J	5254	006	021	04	490	\$42.44
*J	5254	007	006	04	490	\$42.44
*J	5254	007	007	04	490	\$42.44
*J	5254	007	008	04	490	\$42.44
*J	5254	007	010	04	490	\$42.44
*J	5254	008	001	04	490	\$42.44
*J	5254	008	028	04	490	\$42.44
*J	5254	009	020	04	490	\$42.44
*J	5254	009	021	04	490	\$42.44
*J	5254	009	023	04	490	\$42.44
*J	5254	009	040	04	490	\$42.44
*J	5254	010	001	04	490	\$42.44
*J	5254	010	002	04	490	\$42.44
*J	5254	010	003	04	490	\$42.44
*J	5254	010	027	04	490	\$42.44
*J	5254	010	028	04	490	\$42.44
*J	5254	010	029	04	490	\$42.44
*J	5254	012	042	04	490	\$42.44
*J	5254	012	043	04	490	\$42.44
*J	5254	012	044	04	490	\$42.44
*J	5254	012	045	04	490	\$42.44
*J	5254	012	046	04	490	\$42.44
*J	5254	012	050	04	490	\$42.44
*J	5254	015	043	04	490	\$42.44
*J	5254	015	045	04	490	\$42.44
*J	5254	015	046	04	490	\$42.44
*J	5254	016	017	04	490	\$42.44
*J	5254	016	018	04	490	\$42.44
*J	5254	016	019	04	490	\$42.44
*J	5254	016	020	04	490	\$42.44
*J	5254	016	021	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5254	016	022	04	490	\$42.44
*J	5254	017	026	04	490	\$42.44
*J	5254	017	029	04	490	\$42.44
*J	5254	017	033	04	490	\$42.44
*J	5254	017	034	04	490	\$42.44
*J	5254	017	037	04	490	\$42.44
*J	5254	017	038	04	490	\$42.44
*J	5254	017	039	04	490	\$42.44
J	5254	017	040	04	490	\$42.44
*J	5254	018	014	04	490	\$42.44
*J	5254	018	015	04	490	\$42.44
*J	5254	018	016	04	490	\$42.44
*J	5254	018	017	04	490	\$42.44
*J	5254	018	018	04	490	\$42.44
*J	5254	018	019	04	490	\$42.44
*J	5254	018	020	04	490	\$42.44
*J	5254	018	021	04	490	\$42.44
*J	5254	018	022	04	490	\$42.44
*J	5254	018	023	04	490	\$42.44
*J	5254	018	024	04	490	\$42.44
*J	5254	018	025	04	490	\$42.44
*J	5254	018	026	04	490	\$42.44
*J	5254	018	027	04	490	\$42.44
*J	5254	018	029	04	490	\$42.44
*J	5254	018	034	04	490	\$42.44
*J	5254	018	035	04	490	\$42.44
*J	5254	018	037	04	490	\$42.44
*J	5254	018	038	04	490	\$42.44
*J	5254	018	039	04	490	\$42.44
*J	5254	018	040	04	490	\$42.44
J	5254	018	041	04	490	\$42.44
*J	5254	019	085	04	490	\$42.44
*J	5254	019	086	04	490	\$42.44
*J	5254	019	087	04	490	\$42.44
*J	5254	019	089	04	490	\$42.44
*J	5254	019	092	04	490	\$42.44
*J	5254	019	093	04	490	\$42.44
*J	5254	019	094	04	490	\$42.44
*J	5254	019	095	04	490	\$42.44
*J	5254	019	096	04	490	\$42.44
*J	5254	019	098	04	490	\$42.44
*J	5254	019	099	04	490	\$42.44
*J	5254	019	100	04	490	\$42.44
*J	5254	019	101	04	490	\$42.44
*J	5254	019	102	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5254	019	103	04	490	\$42.44
*J	5254	019	104	04	490	\$42.44
J	5254	019	105	04	490	\$42.44
*J	5254	019	106	04	490	\$42.44
*J	5254	019	107	04	490	\$42.44
*J	5254	019	108	04	490	\$42.44
*J	5254	019	109	04	490	\$42.44
*J	5254	019	110	04	490	\$42.44
*J	5254	019	111	04	490	\$42.44
*J	5254	019	112	04	490	\$42.44
*J	5254	019	113	04	490	\$42.44
*J	5254	019	114	04	490	\$42.44
*J	5254	019	115	04	490	\$42.44
*J	5254	019	117	04	490	\$42.44
J	5255	002	016	04	490	\$42.44
J	5255	016	021	04	490	\$42.44
J	5255	016	022	04	490	\$42.44
J	5256	002	008	04	490	\$42.44
J	5256	003	049	04	490	\$42.44
J	5257	004	019	04	490	\$42.44
J	5257	004	020	04	490	\$42.44
J	5257	006	005	04	490	\$42.44
J	5257	015	001	04	490	\$42.44
J	5257	015	002	04	490	\$42.44
J	5257	015	004	04	490	\$42.44
J	5257	015	005	04	490	\$42.44
*J	5257	017	005	04	490	\$42.44
*J	5257	017	006	04	490	\$42.44
J	5258	007	030	04	490	\$42.44
J	5258	013	030	04	490	\$42.44
*J	5260	011	016	04	490	\$42.44
*J	5260	011	017	04	490	\$42.44
*J	5260	011	018	04	490	\$42.44
*J	5260	011	023	04	490	\$42.44
*J	5260	011	032	04	490	\$42.44
*J	5260	011	033	04	490	\$42.44
*J	5260	011	034	04	490	\$42.44
*J	5260	011	035	04	490	\$42.44
*J	5260	011	036	04	490	\$42.44
*J	5260	011	037	04	490	\$42.44
*J	5260	014	016	04	490	\$42.44
*J	5260	014	017	04	490	\$42.44
*J	5260	014	018	04	490	\$42.44
*J	5260	014	019	04	490	\$42.44
*J	5260	014	020	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5260	014	021	04	490	\$42.44
*J	5260	014	022	04	490	\$42.44
*J	5260	014	023	04	490	\$42.44
*J	5260	014	025	04	490	\$42.44
*J	5260	014	026	04	490	\$42.44
*J	5260	014	027	04	490	\$42.44
*J	5260	015	005	04	490	\$42.44
*J	5260	015	006	04	490	\$42.44
*J	5260	015	013	04	490	\$42.44
*J	5260	015	028	04	490	\$42.44
*J	5260	015	029	04	490	\$42.44
*J	5260	016	014	04	490	\$42.44
*J	5260	016	021	04	490	\$42.44
*J	5260	016	022	04	490	\$42.44
*J	5260	017	006	04	490	\$42.44
*J	5260	017	023	04	490	\$42.44
*J	5260	019	030	04	490	\$42.44
*J	5260	019	031	04	490	\$42.44
*J	5260	020	001	04	490	\$42.44
*J	5260	020	002	04	490	\$42.44
*J	5260	020	005	04	490	\$42.44
J	5260	024	024	04	490	\$42.44
*J	5260	025	035	04	490	\$42.44
*J	5260	025	059	04	490	\$42.44
*J	5260	025	062	04	490	\$42.44
J	5260	025	063	04	490	\$42.44
J	5260	025	064	04	490	\$42.44
*J	5260	026	011	04	490	\$42.44
*J	5260	026	016	04	490	\$42.44
*J	5260	026	017	04	490	\$42.44
*J	5260	027	004	04	490	\$42.44
*J	5260	027	005	04	490	\$42.44
*J	5260	027	006	04	490	\$42.44
*J	5260	027	024	04	490	\$42.44
*J	5260	027	025	04	490	\$42.44
*J	5260	027	026	04	490	\$42.44
*J	5260	027	032	04	490	\$42.44
*J	5260	027	033	04	490	\$42.44
*J	5260	027	034	04	490	\$42.44
*J	5261	001	040	04	490	\$42.44
*J	5261	001	043	04	490	\$42.44
*J	5261	001	046	04	490	\$42.44
*J	5261	001	047	04	490	\$42.44
*J	5261	001	048	04	490	\$42.44
*J	5261	001	049	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5261	001	050	04	490	\$42.44
*J	5261	001	051	04	490	\$42.44
*J	5261	001	052	04	490	\$42.44
*J	5261	001	053	04	490	\$42.44
*J	5261	001	054	04	490	\$42.44
*J	5261	001	055	04	490	\$42.44
*J	5261	001	056	04	490	\$42.44
*J	5261	001	059	04	490	\$42.44
*J	5261	001	060	04	490	\$42.44
*J	5261	001	061	04	490	\$42.44
*J	5261	009	024	04	490	\$42.44
*J	5261	009	025	04	490	\$42.44
*J	5261	009	026	04	490	\$42.44
*J	5261	009	029	04	490	\$42.44
*J	5261	009	032	04	490	\$42.44
*J	5261	009	033	04	490	\$42.44
*J	5261	009	034	04	490	\$42.44
*J	5261	009	035	04	490	\$42.44
*J	5261	009	036	04	490	\$42.44
*J	5261	009	037	04	490	\$42.44
*J	5261	009	039	04	490	\$42.44
*J	5261	009	040	04	490	\$42.44
*J	5261	009	041	04	490	\$42.44
*J	5261	009	042	04	490	\$42.44
*J	5261	009	048	04	490	\$42.44
*J	5261	009	049	04	490	\$42.44
*J	5261	009	050	04	490	\$42.44
*J	5261	009	052	04	490	\$42.44
*J	5261	010	040	04	490	\$42.44
*J	5261	010	053	04	490	\$42.44
*J	5261	010	054	04	490	\$42.44
J	5261	010	055	04	490	\$42.44
*J	5261	010	068	04	490	\$42.44
*J	5261	010	071	04	490	\$42.44
J	5261	010	075	04	490	\$42.44
*J	5261	011	016	04	490	\$42.44
*J	5261	011	017	04	490	\$42.44
*J	5261	011	018	04	490	\$42.44
*J	5261	011	020	04	490	\$42.44
*J	5261	011	032	04	490	\$42.44
*J	5261	011	033	04	490	\$42.44
*J	5261	011	034	04	490	\$42.44
*J	5261	011	035	04	490	\$42.44
*J	5261	011	036	04	490	\$42.44
*J	5261	011	037	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5261	011	038	04	490	\$42.44
*J	5261	011	045	04	490	\$42.44
*J	5261	011	048	04	490	\$42.44
*J	5261	011	049	04	490	\$42.44
*J	5261	012	019	04	490	\$42.44
*J	5261	012	020	04	490	\$42.44
*J	5261	012	021	04	490	\$42.44
*J	5261	012	022	04	490	\$42.44
*J	5261	012	023	04	490	\$42.44
*J	5261	012	024	04	490	\$42.44
*J	5261	012	026	04	490	\$42.44
*J	5261	012	027	04	490	\$42.44
*J	5261	012	028	04	490	\$42.44
*J	5261	012	031	04	490	\$42.44
*J	5261	012	033	04	490	\$42.44
J	5261	012	035	04	490	\$42.44
*J	5261	012	036	04	490	\$42.44
*J	5261	014	019	04	490	\$42.44
*J	5261	014	022	04	490	\$42.44
J	5261	014	025	04	490	\$42.44
J	5261	014	026	04	490	\$42.44
J	5261	014	027	04	490	\$42.44
J	5261	014	028	04	490	\$42.44
J	5261	015	042	04	490	\$42.44
*J	5261	015	046	04	490	\$42.44
*J	5261	015	047	04	490	\$42.44
*J	5261	015	054	04	490	\$42.44
J	5261	015	087	04	490	\$42.44
J	5261	015	088	04	490	\$42.44
*J	5261	019	043	04	490	\$42.44
*J	5261	019	046	04	490	\$42.44
*J	5261	019	048	04	490	\$42.44
*J	5261	019	049	04	490	\$42.44
*J	5261	019	050	04	490	\$42.44
*J	5261	019	052	04	490	\$42.44
*J	5261	019	053	04	490	\$42.44
*J	5261	019	054	04	490	\$42.44
*J	5261	019	055	04	490	\$42.44
*J	5261	019	056	04	490	\$42.44
*J	5261	019	057	04	490	\$42.44
*J	5261	019	059	04	490	\$42.44
*J	5261	019	061	04	490	\$42.44
*J	5261	020	041	04	490	\$42.44
*J	5261	020	043	04	490	\$42.44
*J	5261	020	044	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5261	020	045	04	490	\$42.44
*J	5261	020	046	04	490	\$42.44
*J	5261	020	047	04	490	\$42.44
*J	5261	020	048	04	490	\$42.44
*J	5261	020	050	04	490	\$42.44
*J	5261	020	051	04	490	\$42.44
*J	5261	020	052	04	490	\$42.44
*J	5261	020	054	04	490	\$42.44
*J	5261	020	057	04	490	\$42.44
*J	5261	020	058	04	490	\$42.44
*J	5261	020	059	04	490	\$42.44
*J	5261	020	060	04	490	\$42.44
*J	5261	020	064	04	490	\$42.44
*J	5261	020	065	04	490	\$42.44
*J	5261	020	066	04	490	\$42.44
*J	5261	020	067	04	490	\$42.44
*J	5261	020	069	04	490	\$42.44
*J	5262	012	005	04	490	\$42.44
*J	5262	012	010	04	490	\$42.44
*J	5262	014	008	04	490	\$42.44
*J	5262	014	010	04	490	\$42.44
*J	5262	017	007	04	490	\$42.44
*J	5262	017	008	04	490	\$42.44
*J	5262	018	012	04	490	\$42.44
*J	5262	019	002	04	490	\$42.44
*J	5262	019	005	04	490	\$42.44
*J	5262	019	006	04	490	\$42.44
*J	5262	020	001	04	490	\$42.44
*J	5262	020	026	04	490	\$42.44
*J	5262	021	012	04	490	\$42.44
*J	5262	021	018	04	490	\$42.44
*J	5262	021	024	04	490	\$42.44
*J	5262	022	008	04	490	\$42.44
*J	5262	022	009	04	490	\$42.44
*J	5262	022	010	04	490	\$42.44
*J	5262	022	011	04	490	\$42.44
*J	5262	022	012	04	490	\$42.44
*J	5262	022	013	04	490	\$42.44
*J	5262	022	014	04	490	\$42.44
*J	5262	022	015	04	490	\$42.44
*J	5262	022	016	04	490	\$42.44
*J	5262	022	017	04	490	\$42.44
*J	5262	022	019	04	490	\$42.44
*J	5262	022	020	04	490	\$42.44
*J	5262	022	021	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5262	022	022	04	490	\$42.44
*J	5262	022	023	04	490	\$42.44
*J	5262	023	001	04	490	\$42.44
*J	5262	023	018	04	490	\$42.44
*J	5262	023	020	04	490	\$42.44
*J	5262	023	021	04	490	\$42.44
*J	5262	023	027	04	490	\$42.44
*J	5262	024	001	04	490	\$42.44
*J	5262	024	003	04	490	\$42.44
*J	5262	024	004	04	490	\$42.44
*J	5262	024	009	04	490	\$42.44
*J	5262	024	010	04	490	\$42.44
*J	5262	024	014	04	490	\$42.44
*J	5262	025	013	04	490	\$42.44
*J	5262	026	005	04	490	\$42.44
*J	5262	026	006	04	490	\$42.44
*J	5262	026	017	04	490	\$42.44
*J	5262	026	018	04	490	\$42.44
*J	5262	032	003	04	490	\$42.44
*J	5262	032	004	04	490	\$42.44
*J	5262	032	005	04	490	\$42.44
*J	5262	032	006	04	490	\$42.44
*J	5262	032	007	04	490	\$42.44
*J	5262	032	008	04	490	\$42.44
*J	5262	032	015	04	490	\$42.44
*J	5262	032	016	04	490	\$42.44
*J	5262	032	017	04	490	\$42.44
*J	5262	032	018	04	490	\$42.44
*J	5262	032	019	04	490	\$42.44
*J	5262	033	001	04	490	\$42.44
*J	5262	033	002	04	490	\$42.44
*J	5262	033	003	04	490	\$42.44
*J	5262	033	004	04	490	\$42.44
*J	5262	033	005	04	490	\$42.44
*J	5262	033	007	04	490	\$42.44
*J	5262	033	008	04	490	\$42.44
*J	5262	033	009	04	490	\$42.44
*J	5262	033	010	04	490	\$42.44
*J	5262	033	011	04	490	\$42.44
*J	5262	033	012	04	490	\$42.44
*J	5262	033	017	04	490	\$42.44
*J	5262	034	002	04	490	\$42.44
*J	5262	034	022	04	490	\$42.44
*J	5262	034	027	04	490	\$42.44
*J	5262	034	028	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
J	5262	034	029	04	490	\$42.44
*J	5263	003	021	04	490	\$42.44
*J	5263	003	023	04	490	\$42.44
*J	5263	003	024	04	490	\$42.44
*J	5263	003	029	04	490	\$42.44
*J	5263	004	001	04	490	\$42.44
*J	5263	004	002	04	490	\$42.44
*J	5263	004	003	04	490	\$42.44
*J	5263	004	004	04	490	\$42.44
*J	5263	004	005	04	490	\$42.44
*J	5263	004	006	04	490	\$42.44
*J	5263	004	007	04	490	\$42.44
*J	5263	004	014	04	490	\$42.44
*J	5263	004	024	04	490	\$42.44
J	5263	005	001	04	490	\$42.44
J	5263	005	002	04	490	\$42.44
J	5263	005	003	04	490	\$42.44
*J	5263	005	004	04	490	\$42.44
*J	5263	005	005	04	490	\$42.44
*J	5263	005	006	04	490	\$42.44
*J	5263	005	007	04	490	\$42.44
*J	5263	005	008	04	490	\$42.44
*J	5263	005	011	04	490	\$42.44
*J	5263	005	012	04	490	\$42.44
*J	5263	006	002	04	490	\$42.44
*J	5263	006	003	04	490	\$42.44
*J	5263	006	006	04	490	\$42.44
*J	5263	006	007	04	490	\$42.44
*J	5263	007	001	04	490	\$42.44
*J	5263	007	002	04	490	\$42.44
*J	5263	007	003	04	490	\$42.44
*J	5263	007	004	04	490	\$42.44
*J	5263	007	005	04	490	\$42.44
*J	5263	007	006	04	490	\$42.44
*J	5263	007	008	04	490	\$42.44
*J	5263	007	009	04	490	\$42.44
*J	5263	007	010	04	490	\$42.44
*J	5263	010	008	04	490	\$42.44
*J	5263	010	009	04	490	\$42.44
*J	5263	013	011	04	490	\$42.44
*J	5263	013	012	04	490	\$42.44
*J	5263	013	013	04	490	\$42.44
*J	5263	013	017	04	490	\$42.44
*J	5263	014	007	04	490	\$42.44
*J	5263	014	008	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5263	014	010	04	490	\$42.44
*J	5263	014	011	04	490	\$42.44
*J	5263	014	012	04	490	\$42.44
*J	5263	014	013	04	490	\$42.44
*J	5263	014	014	04	490	\$42.44
*J	5263	014	015	04	490	\$42.44
*J	5263	014	026	04	490	\$42.44
*J	5263	016	002	04	490	\$42.44
*J	5263	016	004	04	490	\$42.44
*J	5263	016	006	04	490	\$42.44
*J	5263	016	019	04	490	\$42.44
*J	5263	017	005	04	490	\$42.44
*J	5263	017	006	04	490	\$42.44
*J	5263	017	007	04	490	\$42.44
*J	5263	017	008	04	490	\$42.44
*J	5263	017	009	04	490	\$42.44
*J	5263	017	015	04	490	\$42.44
*J	5263	017	018	04	490	\$42.44
*J	5263	017	019	04	490	\$42.44
*J	5263	018	001	04	490	\$42.44
*J	5263	018	003	04	490	\$42.44
*J	5263	018	004	04	490	\$42.44
*J	5263	018	005	04	490	\$42.44
*J	5263	018	006	04	490	\$42.44
*J	5263	018	007	04	490	\$42.44
*J	5263	018	008	04	490	\$42.44
*J	5263	018	009	04	490	\$42.44
*J	5263	018	010	04	490	\$42.44
*J	5263	018	011	04	490	\$42.44
*J	5263	018	012	04	490	\$42.44
*J	5263	018	013	04	490	\$42.44
*J	5263	018	014	04	490	\$42.44
*J	5263	018	022	04	490	\$42.44
*J	5263	018	023	04	490	\$42.44
*J	5263	018	024	04	490	\$42.44
*J	5263	018	025	04	490	\$42.44
*J	5263	018	026	04	490	\$42.44
*J	5263	018	027	04	490	\$42.44
*J	5263	018	028	04	490	\$42.44
*J	5263	018	029	04	490	\$42.44
J	5263	018	033	04	490	\$42.44
J	5263	018	034	04	490	\$42.44
*J	5263	018	035	04	490	\$42.44
*J	5263	019	001	04	490	\$42.44
*J	5263	019	002	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5263	019	003	04	490	\$42.44
*J	5263	019	004	04	490	\$42.44
*J	5263	019	006	04	490	\$42.44
*J	5263	019	012	04	490	\$42.44
*J	5263	019	014	04	490	\$42.44
*J	5263	019	015	04	490	\$42.44
*J	5263	019	016	04	490	\$42.44
*J	5263	019	017	04	490	\$42.44
*J	5263	019	019	04	490	\$42.44
*J	5263	019	020	04	490	\$42.44
*J	5263	019	021	04	490	\$42.44
*J	5263	020	002	04	490	\$42.44
*J	5263	020	003	04	490	\$42.44
*J	5263	020	004	04	490	\$42.44
*J	5263	020	005	04	490	\$42.44
*J	5263	020	006	04	490	\$42.44
*J	5263	020	007	04	490	\$42.44
*J	5263	020	008	04	490	\$42.44
*J	5263	020	012	04	490	\$42.44
*J	5263	020	013	04	490	\$42.44
*J	5263	021	003	04	490	\$42.44
*J	5263	021	004	04	490	\$42.44
*J	5263	021	005	04	490	\$42.44
*J	5263	021	006	04	490	\$42.44
*J	5263	021	007	04	490	\$42.44
*J	5263	021	019	04	490	\$42.44
*J	5263	021	023	04	490	\$42.44
*J	5263	021	044	04	490	\$42.44
*J	5263	021	045	04	490	\$42.44
*J	5263	022	004	04	490	\$42.44
*J	5263	022	005	04	490	\$42.44
*J	5263	022	007	04	490	\$42.44
*J	5263	022	008	04	490	\$42.44
*J	5263	022	021	04	490	\$42.44
*J	5263	022	022	04	490	\$42.44
*J	5263	022	023	04	490	\$42.44
*J	5263	022	033	04	490	\$42.44
*J	5263	022	034	04	490	\$42.44
*J	5263	022	040	04	490	\$42.44
*J	5263	022	041	04	490	\$42.44
*J	5263	027	002	04	490	\$42.44
*J	5263	027	007	04	490	\$42.44
*J	5263	027	017	04	490	\$42.44
*J	5263	027	019	04	490	\$42.44
*J	5263	027	022	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5263	028	002	04	490	\$42.44
*J	5263	028	004	04	490	\$42.44
*J	5263	028	005	04	490	\$42.44
*J	5263	028	024	04	490	\$42.44
*J	5263	035	001	04	490	\$42.44
*J	5263	036	006	04	490	\$42.44
*J	5263	036	007	04	490	\$42.44
*J	5263	036	008	04	490	\$42.44
*J	5263	037	007	04	490	\$42.44
J	5263	037	010	04	490	\$42.44
*J	5263	037	011	04	490	\$42.44
*J	5263	038	002	04	490	\$42.44
*J	5263	038	017	04	490	\$42.44
*J	5263	038	018	04	490	\$42.44
*J	5263	038	020	04	490	\$42.44
*J	5263	038	021	04	490	\$42.44
*J	5263	038	022	04	490	\$42.44
*J	5263	039	001	04	490	\$42.44
*J	5263	039	002	04	490	\$42.44
*J	5263	039	003	04	490	\$42.44
*J	5263	039	004	04	490	\$42.44
*J	5263	039	005	04	490	\$42.44
*J	5263	040	001	04	490	\$42.44
*J	5263	040	002	04	490	\$42.44
*J	5263	040	003	04	490	\$42.44
*J	5263	040	004	04	490	\$42.44
*J	5263	040	008	04	490	\$42.44
*J	5263	040	009	04	490	\$42.44
*J	5263	040	011	04	490	\$42.44
*J	5263	040	012	04	490	\$42.44
*J	5263	040	013	04	490	\$42.44
*J	5263	040	016	04	490	\$42.44
*J	5263	040	017	04	490	\$42.44
*J	5263	040	018	04	490	\$42.44
*J	5263	040	019	04	490	\$42.44
*J	5263	041	005	04	490	\$42.44
*J	5263	041	006	04	490	\$42.44
*J	5263	041	007	04	490	\$42.44
*J	5263	041	009	04	490	\$42.44
*J	5263	041	010	04	490	\$42.44
*J	5263	041	011	04	490	\$42.44
*J	5263	041	012	04	490	\$42.44
*J	5263	041	013	04	490	\$42.44
*J	5263	041	014	04	490	\$42.44
*J	5263	041	015	04	490	\$42.44

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CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5263	042	005	04	490	\$42.44
*J	5263	042	006	04	490	\$42.44
*J	5263	042	008	04	490	\$42.44
*J	5263	042	009	04	490	\$42.44
*J	5263	042	010	04	490	\$42.44
*J	5263	042	011	04	490	\$42.44
*J	5263	042	013	04	490	\$42.44
*J	5263	042	015	04	490	\$42.44
*J	5263	042	016	04	490	\$42.44
*J	5263	043	010	04	490	\$42.44
*J	5263	043	016	04	490	\$42.44
J	5263	043	017	04	490	\$42.44
J	5263	043	018	04	490	\$42.44
*J	5264	002	006	04	490	\$42.44
*J	5264	002	007	04	490	\$42.44
*J	5264	002	008	04	490	\$42.44
*J	5264	002	009	04	490	\$42.44
*J	5264	002	010	04	490	\$42.44
*J	5264	002	011	04	490	\$42.44
*J	5264	002	022	04	490	\$42.44
*J	5264	002	023	04	490	\$42.44
*J	5264	002	024	04	490	\$42.44
*J	5264	002	025	04	490	\$42.44
*J	5264	002	026	04	490	\$42.44
*J	5264	002	027	04	490	\$42.44
*J	5264	002	028	04	490	\$42.44
*J	5264	002	029	04	490	\$42.44
*J	5264	002	030	04	490	\$42.44
*J	5264	002	031	04	490	\$42.44
*J	5264	003	002	04	490	\$42.44
*J	5264	003	003	04	490	\$42.44
*J	5264	003	004	04	490	\$42.44
*J	5264	003	005	04	490	\$42.44
*J	5264	003	012	04	490	\$42.44
*J	5264	003	013	04	490	\$42.44
*J	5264	003	014	04	490	\$42.44
*J	5264	003	015	04	490	\$42.44
*J	5264	003	016	04	490	\$42.44
*J	5264	003	017	04	490	\$42.44
*J	5264	003	018	04	490	\$42.44
*J	5264	003	019	04	490	\$42.44
*J	5264	003	020	04	490	\$42.44
*J	5264	003	021	04	490	\$42.44
*J	5264	003	022	04	490	\$42.44
*J	5264	003	023	04	490	\$42.44

July 10, 2012

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5264	003	024	04	490	\$42.44
*J	5264	003	025	04	490	\$42.44
*J	5264	003	026	04	490	\$42.44
*J	5264	003	027	04	490	\$42.44
*J	5264	003	028	04	490	\$42.44
*J	5264	003	029	04	490	\$42.44
*J	5264	003	030	04	490	\$42.44
*J	5264	003	031	04	490	\$42.44
*J	5264	003	032	04	490	\$42.44
*J	5264	004	007	04	490	\$42.44
*J	5264	004	008	04	490	\$42.44
*J	5264	004	010	04	490	\$42.44
*J	5264	004	028	04	490	\$42.44
*J	5264	005	017	04	490	\$42.44
*J	5264	005	026	04	490	\$42.44
*J	5264	006	003	04	490	\$42.44
*J	5264	007	026	04	490	\$42.44
*J	5264	007	027	04	490	\$42.44
*J	5264	007	028	04	490	\$42.44
*J	5264	007	030	04	490	\$42.44
*J	5264	007	035	04	490	\$42.44
*J	5264	007	040	04	490	\$42.44
*J	5264	008	007	04	490	\$42.44
*J	5264	008	024	04	490	\$42.44
*J	5264	009	056	04	490	\$42.44
*J	5264	011	002	04	490	\$42.44
*J	5264	011	013	04	490	\$42.44
*J	5264	011	015	04	490	\$42.44
*J	5264	011	019	04	490	\$42.44
*J	5264	011	020	04	490	\$42.44
*J	5264	011	032	04	490	\$42.44
*J	5264	011	033	04	490	\$42.44
*J	5264	013	034	04	490	\$42.44
*J	5264	013	035	04	490	\$42.44
*J	5264	018	001	04	490	\$42.44
*J	5264	018	002	04	490	\$42.44
*J	5264	018	005	04	490	\$42.44
*J	5264	018	006	04	490	\$42.44
*J	5264	018	007	04	490	\$42.44
*J	5264	018	009	04	490	\$42.44
*J	5264	018	010	04	490	\$42.44
*J	5264	018	011	04	490	\$42.44
*J	5264	018	012	04	490	\$42.44
*J	5264	018	016	04	490	\$42.44
*J	5264	018	017	04	490	\$42.44

July 10, 2012

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5264	018	018	04	490	\$42.44
*J	5264	018	019	04	490	\$42.44
*J	5264	018	020	04	490	\$42.44
*J	5264	018	022	04	490	\$42.44
*J	5264	018	024	04	490	\$42.44
*J	5264	018	025	04	490	\$42.44
*J	5264	018	026	04	490	\$42.44
*J	5264	018	027	04	490	\$42.44
*J	5264	018	028	04	490	\$42.44
*J	5264	018	029	04	490	\$42.44
*J	5264	018	030	04	490	\$42.44
*J	5264	018	031	04	490	\$42.44
*J	5264	018	033	04	490	\$42.44
*J	5264	019	001	04	490	\$42.44
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*J	5264	019	003	04	490	\$42.44
*J	5264	019	004	04	490	\$42.44
*J	5264	019	005	04	490	\$42.44
*J	5264	019	006	04	490	\$42.44
*J	5264	019	007	04	490	\$42.44
*J	5264	019	008	04	490	\$42.44
*J	5264	019	009	04	490	\$42.44
*J	5264	019	011	04	490	\$42.44
*J	5264	019	012	04	490	\$42.44
*J	5264	019	013	04	490	\$42.44
*J	5264	019	014	04	490	\$42.44
*J	5264	019	020	04	490	\$42.44
*J	5264	019	024	04	490	\$42.44
*J	5264	019	035	04	490	\$42.44
*J	5264	019	036	04	490	\$42.44
*J	5264	021	051	04	490	\$42.44
J	5264	023	146	04	490	\$42.44
J	5264	023	147	04	490	\$42.44
J	5264	023	148	04	490	\$42.44
J	5264	024	063	04	490	\$42.44
*J	5265	004	047	04	490	\$42.44
*J	5265	004	048	04	490	\$42.44
J	5265	004	052	04	490	\$42.44
*J	5265	004	053	04	490	\$42.44
*J	5265	008	016	04	490	\$42.44
*J	5265	008	019	04	490	\$42.44
*J	5265	009	017	04	490	\$42.44
*J	5265	009	020	04	490	\$42.44
*J	5265	010	001	04	490	\$42.44
*J	5265	010	002	04	490	\$42.44

July 10, 2012

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5265	010	003	04	490	\$42.44
*J	5265	010	004	04	490	\$42.44
*J	5265	010	008	04	490	\$42.44
*J	5265	010	009	04	490	\$42.44
*J	5265	010	010	04	490	\$42.44
*J	5265	010	011	04	490	\$42.44
*J	5265	010	012	04	490	\$42.44
*J	5265	010	014	04	490	\$42.44
*J	5265	010	015	04	490	\$42.44
*J	5265	012	010	04	490	\$42.44
*J	5265	012	011	04	490	\$42.44
*J	5265	012	012	04	490	\$42.44
*J	5265	012	014	04	490	\$42.44
*J	5265	013	010	04	490	\$42.44
*J	5265	013	011	04	490	\$42.44
*J	5265	013	012	04	490	\$42.44
*J	5265	013	013	04	490	\$42.44
*J	5265	013	014	04	490	\$42.44
*J	5265	013	015	04	490	\$42.44
*J	5265	013	016	04	490	\$42.44
*J	5265	018	004	04	490	\$42.44
*J	5265	018	009	04	490	\$42.44
*J	5265	018	012	04	490	\$42.44
*J	5265	018	013	04	490	\$42.44
*J	5265	018	014	04	490	\$42.44
*J	5265	018	021	04	490	\$42.44
*J	5265	018	025	04	490	\$42.44
J	5265	018	027	04	490	\$42.44
*J	5265	019	003	04	490	\$42.44
*J	5265	025	044	04	490	\$42.44
*J	5265	025	046	04	490	\$42.44
*J	5265	025	047	04	490	\$42.44
*J	5265	025	048	04	490	\$42.44
J	5265	026	031	04	490	\$42.44
*J	5266	002	001	04	490	\$42.44
*J	5266	002	002	04	490	\$42.44
*J	5266	002	003	04	490	\$42.44
*J	5266	002	004	04	490	\$42.44
*J	5266	002	005	04	490	\$42.44
*J	5266	002	006	04	490	\$42.44
*J	5266	002	007	04	490	\$42.44
*J	5266	002	008	04	490	\$42.44
*J	5266	002	009	04	490	\$42.44
*J	5266	002	011	04	490	\$42.44
*J	5266	002	012	04	490	\$42.44

July 10, 2012

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5266	002	013	04	490	\$42.44
*J	5266	002	014	04	490	\$42.44
*J	5266	002	021	04	490	\$42.44
*J	5266	002	024	04	490	\$42.44
*J	5266	002	025	04	490	\$42.44
*J	5266	002	027	04	490	\$42.44
*J	5266	002	028	04	490	\$42.44
*J	5266	002	029	04	490	\$42.44
*J	5266	002	030	04	490	\$42.44
*J	5266	002	031	04	490	\$42.44
*J	5266	003	032	04	490	\$42.44
J	5273	019	013	04	490	\$42.44
*J	5273	019	024	04	490	\$42.44
*J	5274	003	015	04	490	\$42.44
*J	5274	003	016	04	490	\$42.44
*J	5274	003	018	04	490	\$42.44
*J	5274	003	019	04	490	\$42.44
*J	5274	003	020	04	490	\$42.44
*J	5274	003	021	04	490	\$42.44
*J	5274	003	022	04	490	\$42.44
*J	5274	003	023	04	490	\$42.44
*J	5274	004	012	04	490	\$42.44
*J	5274	004	013	04	490	\$42.44
*J	5274	004	014	04	490	\$42.44
*J	5274	004	015	04	490	\$42.44
*J	5274	004	016	04	490	\$42.44
*J	5274	004	017	04	490	\$42.44
*J	5274	004	018	04	490	\$42.44
*J	5274	006	022	04	490	\$42.44
*J	5274	007	025	04	490	\$42.44
*J	5274	008	001	04	490	\$42.44
*J	5274	008	002	04	490	\$42.44
*J	5274	008	003	04	490	\$42.44
*J	5274	008	004	04	490	\$42.44
*J	5274	008	005	04	490	\$42.44
*J	5274	008	007	04	490	\$42.44
*J	5274	008	008	04	490	\$42.44
*J	5274	008	013	04	490	\$42.44
*J	5274	008	014	04	490	\$42.44
*J	5274	008	015	04	490	\$42.44
*J	5274	008	016	04	490	\$42.44
*J	5274	008	017	04	490	\$42.44
*J	5274	008	018	04	490	\$42.44
*J	5274	008	019	04	490	\$42.44
*J	5274	008	020	04	490	\$42.44

July 10, 2012

CITY OF MONTEREY PARK
WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
*J	5274	008	022	04	490	\$42.44
*J	5274	008	025	04	490	\$42.44
*J	5274	008	026	04	490	\$42.44
*J	5274	008	027	04	490	\$42.44
*J	5274	008	028	04	490	\$42.44
*J	5274	008	029	04	490	\$42.44
*J	5274	008	030	04	490	\$42.44
*J	5274	008	031	04	490	\$42.44
*J	5274	008	032	04	490	\$42.44
*J	5274	011	004	04	490	\$42.44
*J	5274	024	030	04	490	\$42.44
*J	5274	024	033	04	490	\$42.44
*J	5275	001	017	04	490	\$1,072.49
J	5275	001	018	04	490	\$42.44
J	5275	001	019	04	490	\$771.41
*J	5276	004	005	04	490	\$42.44
*J	5276	004	006	04	490	\$42.44
*J	5276	004	015	04	490	\$42.44
*J	5276	004	031	04	490	\$42.44
*J	5276	004	032	04	490	\$42.44
J	5276	008	015	04	490	\$42.44
*J	5276	008	031	04	490	\$42.44
J	5276	008	042	04	490	\$42.44
*J	5276	013	001	04	490	\$42.44
*J	5276	013	003	04	490	\$42.44
*J	5276	013	004	04	490	\$42.44
*J	5276	013	005	04	490	\$42.44
*J	5276	013	006	04	490	\$42.44
*J	5276	013	007	04	490	\$42.44
*J	5276	013	008	04	490	\$42.44
*J	5276	013	009	04	490	\$42.44
*J	5276	013	011	04	490	\$42.44
*J	5276	013	012	04	490	\$42.44
*J	5276	013	013	04	490	\$42.44
*J	5276	014	020	04	490	\$42.44
*J	5276	014	042	04	490	\$42.44
J	5276	020	018	04	490	\$42.44
*J	5276	020	023	04	490	\$42.44
TOTAL IMPROVED PARCELS =			1	TOTAL CHARGES		\$1,072.49
TOTAL UNIMPROVED PARCELS =			2	TOTAL CHARGES		\$1,374.91
TOTAL INSPECTION FEE ONLY PCLS =			1,385	TOTAL CHARGES		\$58,779.40
TOTAL PARCELS			1,388	TOTAL CHARGES		\$61,226.80

Staff Report City of Monterey Park

DATE: August 8, 2012

TO: Paul Talbot, City Manager
FROM: Annie Yaung, CPFO, Financial Services Manager
SUBJECT: Recommendations for Adoption of Fiscal Year 2012-2013 Annual Budget

DISCUSSION:

The City Council conducted public study sessions on June 4 and 11, 2012, and was fully informed regarding the City's current finances, projected revenue, and financial obligations. The original proposed budget presented to the City Council displayed a General Fund baseline shortfall of \$306,601. While negotiations were still pending at time of preliminary budget presentation, staff assumed a total of \$1.7 million employee units' concessions into the General Fund budget.

On July 18, 2012, the City concluded three Memoranda of Understandings with the police officers, the police captains, and the fire management bargaining units. Moreover, in the beginning of July, the City received residual property tax revenue distributions and pass-through payments from the Auditor-Controller's Office under the ABx1 26&27, Redevelopment Agency Dissolution Bill. Staff also included the deposits of permit fees from the Towne Centre Development Project pending the final development agreement approval. All these changes which have impacted to the bottom line of our final budget amount require to be incorporated in the final budget for City Council's approval.

Because the City's General Fund is the main operating fund of the City and it pays for the majority of the police, fire, building, zoning, public works, park maintenance, recreation, and library services, it is imperative to take proactive steps to make it balanced. In balancing the 2012-13 proposed budget, we made great efforts in identifying wherever possible those limited instances where funding can be transferred from another fund to the General Fund or where services can be paid from a special fund.

With a balanced General Fund budget, City staff will implement various programs and projects that significantly improve services to the citizens and the community. These efforts are consistent with the City mission statement and the City Council's priorities and policy direction.

The following Table 1 presents budget adjustments for achieving a balanced 2012-13 General Fund budget.

General Fund
2012-13 Proposed Budget Operating Results and Adjustments
(Table 1)

Preliminary Revenue	\$30,663,949
Revenue Adjustments ⁽¹⁾	<u>628,100</u>
Total Revenue after adjustments ⁽³⁾	<u>\$31,292,049</u>
 Proposed Expenditure	 \$30,970,550
Expenditure Adjustments ⁽²⁾	<u>319,771</u>
Total Expenditure after adjustments ⁽⁴⁾	<u>\$31,290,321</u>
 Projected General Fund Surplus (3) - (4)	 <u>\$1,728</u>

(1) Revenue adjustments included additional administrative charges to Water and Refuse; anticipated permit revenues from Towne Centre; and additional property tax revenues due to RDA elimination.

(2) Expenditure adjustments reflected salary restorations per approved MOUs; reductions in contributions to Separation Benefits and Technology internal service funds; decreased budget for electricity and supplies; additional General Fund transfer for pension costs.

RECOMMENDATION:

It is recommended that the City Council adopt by resolution the City's Fiscal Year 2012-2013 Annual Budget as presented in the June 4 and 11, 2012 City Manager's recommended budget and including balancing changes presented to the City Council as shown in Table 1.

By:


Annie Young, CPFO
Financial Services Manager

Approved:


Paul Talbot
City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL, THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR AGENCY, AND THE CITY COUNCIL ACTING ON BEHALF OF THE HOUSING SUCCESSOR AGENCY ADOPTING THE FISCAL YEAR 2012-2013 FINAL OPERATING BUDGET FOR THE CITY OF MONTEREY PARK, THE SUCCESSOR AGENCY, AND HOUSING SUCCESSOR AGENCY AND ADOPTING THE FISCAL YEAR 2012-2013 CAPITAL IMPROVEMENT BUDGET

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

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

- A. The City Council reviewed the proposed final Operating Budget ("Budget") for the City and Capital Improvement Plan ("CIP") for fiscal years 2012-2013;
- B. The Budget and CIP are based upon appropriate estimates and financial planning for the City's operations, services, and capital improvements;
- C. The City Council conducted public study sessions on June 4 and 11, 2012;
- D. The City Council was fully informed regarding the City's current finances, projected revenue, and financial obligations;
- E. It is in the public interest for the City Council to adopt the Budget and CIP as proposed by the City Manager.

SECTION 2: ADOPTION. The Budget and the CIP attached to this Resolution, and incorporated by reference, are approved and adopted subject only to the authorizations set forth below. Such approval and adoption includes, without limitation, the Position Control Listing of Authorized Positions, Classification and Compensation Plans set forth in the Budget which recognizes new classifications and removes unused classifications.

SECTION 3: APPROPRIATIONS LIMIT.

- A. Article XIII B of the California Constitution requires the City to set its Appropriations Limit on an annual basis;
- B. The City's Appropriations Limit may be adjusted annually based upon inflation and population growth.
- C. The City Council may choose the method of calculating adjustments to the City's Appropriations Limit on an annual basis. For inflation, pursuant to Article XIII B, § 8(e)(2), adjustments to the Appropriations Limit may be calculated using either the percentage change in per capita personal income from the preceding year or the percentage change in the local assessment roll from the preceding year because of local nonresidential new construction. For population growth, pursuant to Government Code § 7901(b), the City may either use the percentage growth either in its jurisdiction or from the surrounding county.

- D. Pursuant to Article XIII B of the California Constitution, and those Government Code sections adopted pursuant to Article XIII B, § 8(f), the City Council chooses to adjust the City's Appropriations Limit by calculating inflation using the California per capita personal income growth and calculating population growth by using the percentage change in population in Los Angeles County.
- E. As a result of the adjustments made to the City's Appropriations Limit, the City Council sets the Appropriations Limit for fiscal year 2012-2013 at \$68,259,266.

SECTION 4: BUDGET APPROPRIATIONS. Based upon the Budget, the total General Fund operating budget including transfers is \$31.3 Million. The Overall City Budget is \$74.9 Million including Capital Improvement Projects. The City Manager, or designee, is authorized to implement the following appropriations for City Departments:

Department	All Funds	General Fund	Other
City Council	\$ 120,513	\$ 64,357	\$ 56,156
Community Promotion	42,205	23,805	18,400
Business Improvement District No. 1	158,900	-	158,900
City Manager	323,530	111,167	212,363
City Clerk	434,873	377,232	57,641
City Treasurer	19,945	18,343	1,602
City Attorney	453,000	228,000	225,000
Management Services	1,873,559	629,142	1,244,417
Human Resources and Risk Management	677,778	358,271	319,507
Community Development	2,315,930	913,200	1,402,730
Police	15,324,779	12,518,329	2,806,450
Fire	10,583,185	8,428,598	2,154,587
Library	2,310,304	1,534,155	776,149
Recreation/Community Services	2,613,484	1,858,323	755,161
Public Works	22,358,416	2,366,917	19,991,499
Non-Departmental and Transfers	7,554,642	1,643,382	5,911,260
Successor Agency for the Former RDA	4,953,174		4,953,174
Housing Successor Agency	96,000		96,000
Total	\$72,214,217	\$31,073,221	\$41,140,996

SECTION 5: CIP APPROPRIATIONS. Based upon the CIP, a total of \$2.5 million is appropriated for capital improvement projects for Fiscal Year 2012-2013. The City Manager, or designee, is authorized to implement the CIP with the following funds and amounts:

Department	All Funds	General Fund	Other
4224 Water Capital Projects	\$ 1,167,000	-	\$ 1,167,000
5001 Street Construction	619,000	-	619,000
5002 Community Capital Improvement	924,690	217,100	707,590
Total	\$ 2,710,690	\$ 217,100	\$ 2,493,590
Grand Total	\$74,924,907	\$31,290,321	\$43,634,586

SECTION 6: OVERHEAD. The City Manager, or designee, is authorized to use an overhead rate of 15 percent. This rate is set based upon and understanding that the City could set a rate as high as 46 percent for indirect costs based upon an analysis performed by Caporicci and Larson, Inc. and dated March 8, 2011.

SECTION 7: REAPPROPRIATION. The City Manager, or designee, is authorized to reappropriate any unused appropriations for capital projects, special projects, and grant programs at the close of Fiscal Year 2012-2013 for the Budget and CIP.

SECTION 8: FUND OPERATING RESERVES. The City Manager, or designee, may appropriate any remaining revenues at the close of Fiscal Year 2012-2013 into the applicable Fund operating reserve per Governmental Accounting Standards Board (GASB) Statement No. 54.

SECTION 9: BUDGET ADJUSTMENTS. The Budget may be subsequently adjusted as follows:

- A. By majority vote of the City Council;
- B. By the City Manager, or designee, for all appropriation transfers between programs and sections within a City department and between appropriation units (e.g., salaries and benefits, services and supplies, and capital outlay) within programs;
- C. Objects code expenditures within appropriation units in a program are not restricted so long as funding is available in the appropriation unit as a whole.

SECTION 10: **CONTRACTING AUTHORITY.**

- A. The City Manager, or designee, is authorized to bid and award contracts for the equipment, supplies, and services approved in the Budget in accordance with the Monterey Park Municipal Code ("MPMC").
- B. In accordance with the MPMC, the City Manager or designee, is authorized to execute all contracts awarded for equipment, supplies, and services approved in the Budget.
- C. For all other services, equipment, and supplies, the City Manager or designee, is authorized to execute contracts in accordance with the MPMC.

SECTION 11: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions; and make a minute of the adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 12: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED and ADOPTED this 8th day of August, 2012

Mitchell Ing, Mayor
City of Monterey Park

ATTEST:

David M. Barron, CMC, City Clerk
City of Monterey Park

APPROVED TO FORM:
Mark D. Hensley, City Attorney

By: _____

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

I, DAVID M. BARRON, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 9th day of August 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dated this 9th day of August 2012

David M. Barron, CMC, City Clerk
City of Monterey Park,
California

Staff Report City of Monterey Park

DATE: August 8, 2012

TO: The Honorable Mayor and City Council Members

FROM: Paul Talbot, City Manager

SUBJECT: Vacancy of City Council Position

DISCUSSION:

On June 11, 2012, the City Clerk's office received a letter of resignation from former Council Member Betty Tom Chu. Pursuant to Government Code §§ 1750(e) and 1770(c), the resignation letter created a vacancy on the City Council. The term of office for the vacant position ends March 5, 2013.

Government Code § 36512 provides that, within 60 days of June 11th, the City Council may 1) appoint an eligible elector to fill the vacancy or 2) call for a special election for the voters to fill the vacancy. The special election must take place no sooner than 114 days after calling for the election.

If an election is held November 6, 2012, the person elected would assume office no later than December 21, which is the last day to declare official certified results of the election. Note that the County Registrar-Recorder previously informed the City that the cost of consolidating a special election with the General Election would be approximately \$60,000. In addition, the City Clerk's office would need to expend between \$2,000 and \$5,000 for administrative costs and possibly to meet the multi-lingual requirements of the Voting Rights Act. A special election held on a different date would be much more expensive. The City Council has previously stated that it would be too costly to hold a special election and the timeline to place this on the November ballot has already passed.

Practically speaking, the City Council also has a third option. It could simply allow the 60 days to elapse and cause the vacant seat to be filled in the normal course of events at the March 2013 general municipal election. This is possible because when the 60 day time period to make a decision to appoint a replacement or call for an election expires August 10, 2012, the City's next regular general municipal election is on March 5, 2013 – which is more than 114 days from August 10th.

If the City Council chooses to appoint a person to the vacated office, they can vote on persons nominated by Council Members. Any person selected by the City Council must be an eligible elector, i.e., a person must be a City resident and be eligible to vote. Persons appointed to office would serve for the remainder of the term (March 5, 2013).

Please note that only a majority of the quorum is needed to appoint an individual to the City Council. Accordingly, if only three Council Members are present to vote, two affirmative votes will appoint.¹ Also note that the most rules of procedure cause an abstention to be counted with the majority vote. Thus, for example, if there were 2 affirmative votes for an appointment, one abstention, and one negative vote, the official vote in favor of appointment would be 3-1.

FISCAL IMPACT:

Cost of filling the vacancy by appointment: Minor administrative costs.

Cost of a consolidated special election: \$65,000

Cost of a special election held on a date other than November: \$100,000

RECOMMENDATION:

- 1) Consider appointing an eligible elector to the vacant City Council position; or
- 2) Take such additional related action that may be desirable.

¹ Martin v. Ballenger (1938) 25 Cal.App.2d 435.

RESOLUTION NO. _____

A RESOLUTION APPOINTING AN ELIGIBLE ELECTOR TO THE CITY COUNCIL IN ACCORDANCE WITH GOVERNMENT CODE § 36512(B) TO SERVE UNTIL 2013

BE IT RESOLVED by the Council of the City of Monterey Park as follows:

SECTION 1: The City Council finds as follows:

- A. On June 11, 2012, former City Council Member Betty Tom Chu filed a letter of resignation with the City Clerk in accordance with Government Code § 1750(e);
- B. Pursuant to Government Code § 1770(c), the office held by former City Council Member Betty Tom Chu became vacant on June 11, 2012;
- C. Pursuant to Government Code § 36512(b), the City Council may appoint an eligible elector to fill the vacancy or call for a special election for the voters to fill the vacancy;
- D. To avoid the cost of a special election, and to ensure that the public is served with an individual for a reasonable amount of time before the next regularly scheduled municipal election, the City Council believes it is in the public interest to appoint an eligible elector in accordance with Government Code § 36512(b).

SECTION 2: Pursuant to Elections Code § 36512(b), the following person is being appointed to the City Council upon majority vote of the quorum:

NAME	OFFICE	TERM
_____	City Council	2009-2013

SECTION 3: The person appointed will qualify, take office, and serve exactly as if elected at a municipal election for the office.

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions; and make a minute of the adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 5: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded:

PASSED, APPROVED, AND ADOPTED this 8th day of August 2012

Mitchell Ing
Mayor
Monterey Park, California

ATTEST:

David Barron, CMC, City Clerk
Monterey Park, California

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

Karl H. Berger,
Deputy City Attorney

RESOLUTION NO.

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

I, DAVID M. BARRON, CMC, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 8th day of August 2012, by the following vote:

Ayes:

Noyes:

Absent:

Abstain:

Dated this 8th day of August 2012

David Barron, CMC, City Clerk
Monterey Park, California