Final

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

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

Wednesday
August 15, 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 Police Explorers**
ROLL CALL	**Mitchell Ing, David Lau, Teresa Real Sebastian, and Anthony Wong**

1. AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

PRESENTATION: Stephanie Wiggins, from the Los Angeles County Metropolitan Transportation Authority (Metro) to discuss the ExpressLanes pilot demonstration program overseen by Metro, Caltrans and several other mobility partners to improve traffic flow and provide enhanced travel options on the I-10 and I-110 Freeways in Los Angeles County.

2. APPOINTMENT TO PLANNING COMMISSION, SEAT 1

Pursuant to Monterey Park Municipal Code § 2.64.010, Council Member David T. Lau nominated Peter Chan to the Planning Commission. If appointed by the City Council, Mr. Chan 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.

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 4

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 15, 2012 totaling $223,228.34** 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) INVESTMENT REPORT AS OF JULY 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.

Recommendations: It is recommended that the City Council

(1) Receive and file the investment report as of July 2012; and

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

CITY CONSENT CALENDAR CONSISTS OF ITEMS 5 TO 17

5. 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 15, 2012 Totaling $734,213.26** and specifying the funds out of which the same are to be paid; and

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

6. INVESTMENT REPORT AS OF JULY 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.

Recommendations: It is recommended that the City Council

(1) Receive and file the investment report as of July 2012; and

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

7. 2011-2012 ANNUAL INVESTMENT REPORT

The City's Investment Policy requires an annual investment report and a statement of investment policy to be submitted to the City Council for review within 60 days of the fiscal year-end. The attached annual report shows that all investment activities during 2011-12 were conducted according to the City's Investment Policy.

Recommendation: Receive and file the 2011-12 Annual Investment Report.

8. ADOPT RESOLUTION NO. ___ APPROVING THE APPLICATION FOR THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION LAND AND WATER CONSERVATION GRANT FUNDING FOR THE DEVELOPMENT OF A DOG PARK

The California Department of Parks and Recreation annually administers the Land and Water Conversation Fund competitive grant that would pay for the acquisition or development of outdoor recreation areas. Eligible projects include both construction of new and/or renovation of existing facilities for public outdoor recreation. The City must fund the project in its entirety and then be reimbursed. There is a fifty percent local match requirement. The estimated project cost is $100,000 so the City would be reimbursed for $50,000. Staff proposes to submit an application for the development of a dog park at Elder Park.

Recommendations: It is recommended that the City Council

(1) Adopt Resolution No. ___ approving the application for Land and Water Conservation Fund for a dog park at Elder Park;

(2) Authorize the Director of Public Works to act on behalf of the City in matters pertaining to the grant; and

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

9. 2012 VARIOUS STREET RESURFACING – ACCEPTANCE OF WORK AND FINAL PAYMENT

On April 4, 2012, the City Council awarded a contract to All American Asphalt in the amount of $549,000.00 for the 2012 Various Street Resurfacing project. The project involved the resurfacing of various residential streets that are in need of rehabilitation as identified in the City's Pavement Management Study and by the City's street maintenance crews. The work included cold milling the existing asphalt pavement and constructing a rubberized asphalt overlay; repairing localized pavement failures; adjusting utility covers to grade; constructing new ADA curb ramps; replacing traffic loop detectors; restoring traffic striping and pavement markings; and providing and maintaining traffic control during construction.

Recommendations: It is recommended that the City Council

(1) accept the 2012 Various Street Resurfacing project completed by All American Asphalt;

(2) authorize staff to file a Notice of Completion and pay the final retention billing; and

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

10. 2012 VARIOUS STREET RESURFACING II - AWARD OF CONTRACT

The project involves the resurfacing of various streets that are in need of rehabilitation as identified in the City's Pavement Management Study and by the City's street maintenance crews. The work includes cold milling the existing asphalt pavement and constructing a rubberized asphalt overlay; adjusting utility covers to grade; constructing new ADA curb ramps; replacing traffic loop detectors; restoring traffic striping and pavement markings; and providing and maintaining traffic control during construction.

Recommendations: It is recommended that the City Council

(1) Award the contract for the 2012 Various Street Resurfacing II project to the lowest responsible bidder, Sully Miller Contracting Company of Brea, in the amount of $996,500.00;

(2) Allocate an additional $123,500 in Measure R funds to cover the cost of the project; and

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

11. INSTALLATION OF WAYFINDING SIGNS AND BUS SHELTERS – ACCEPTANCE OF WORK AND FINAL PAYMENT

On April 4, 2012, the City Council awarded a contract to ND Electrical Construction Inc. in the amount of $200,079.60 for the Installation of Wayfinding Signs and Bus Shelters. The project involved the installation of decorative signs and sign posts to guide residents and visitors to key destinations throughout the City such as various city facilities, parks, hospitals and shopping areas. The project also included the installation of several new bus shelters at various locations. The signs and bus shelters were installed at various points along Atlantic Boulevard, Garvey Avenue, and Garfield Avenue. The final cost of the project was $219,567.40, which included an extra $19,487.80 for the installation of eight additional custom signs and posts. The completed work has been inspected and approved by the Public Works Department.

Recommendations: It is recommended that the City Council

(1) accept the Wayfinding Signs and Bus Shelters installed by ND Electrical Construction, Inc.;

(2) authorize staff to file a Notice of Completion and pay the final retention billing; and

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

12. AWARD OF CONTRACT FOR CITYWIDE MEDIAN MAINTENANCE

The City's contract with ADCO Services to maintain the landscaping and irrigation in most of the City's street medians has expired. Staff has completed an open bid process and is recommending the award of a new contract to Complete Landscape Care Inc. of Whittier.

Recommendations: It is recommended that the City Council

(1) Award the Median Maintenance Program contract to Complete Landscape Care Inc.;

(2) authorize the City Mayor to sign the contract in a form approved by the City; and

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

13. TRANSIT CENTER AT EAST LOS ANGELES COLLEGE – APPROVAL OF CHANGE ORDERS AND ADJUSTED ALLOCATIONS

On June 1, 2011, the City Council awarded a contract to E.C. Construction in the amount of $964,688.40 to construct the Transit Center at East Los Angeles College (ELAC). The project involves the construction of a 7-bay bus transit center adjacent to the ELAC campus on Collegian Avenue. Construction on the Transit Center did not begin until February 2012. The existing underground utilities and points of connection for utility services shown on the construction plans did not reflect the actual field conditions. The redesign and relocation of the utilities resulted in several change orders amounting to $90,099.28 to date. The City's share of this amount is $9,500.00.

Recommendations: It is recommended that the City Council

(1) approve the additional change order work for the Transit Center project and adjust the City's allocation from $56,500 to $66,000 to cover the projected cost of the project; and

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

14. EXTENSION OF THE LOS ANGELES RIVER AND TRIBUTARIES METALS (TMDL) COORDINATED MONITORING PROGRAM

The Regional Water Quality Control Board requires all cities to participate in a monitoring plan to measure metal contaminants. In September 2008, the City Council executed a 3-year agreement to participate in a regional monitoring program with Gateway Council of Governments. In January 2011, the monitoring became "effectiveness monitoring," assessing the effectiveness of the Best Management Practices (BMPs) that cities were implementing.

Recommendations: It is recommended that the City Council

(1) Authorize the City Manager to extend the agreement with Gateway Council of Governments, in a form approved by the City Attorney, for one year;

(2) Appropriate $3,173.50 to participate in the Medals TMDL Coordinated Monitoring Program; and

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

15. ADOPT ORDINANCE NO. _______ AMENDING ORDINANCE NO. 2091 BANNING SMOKING IN OUTDOOR PUBLIC AREAS

The City Council adopted Ordinance No. 2091 on June 6, 2012 regarding banning smoking in outdoor public areas. The City Council asked for an amendment to Ordinance No. 2091 to include provisions for designated smoking areas.

Recommendations: 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; and

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

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

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. On July 16, 2012, the City Council approved an agreement between Magnus Sunhill and City stating that Magnus Sunhill must pay the full amount required to cure the Notice of Default by August 1, 2012.

Recommendations: It is recommended that the City Council

(1) Waive second reading and adopt Ordinance No. ___ to rescind Ordinance No. 2090 and seek return of the parking lot parcel by Magnus Sunhill; and

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

17. 2010 COPS TECHNOLOGY GRANT

The City of Monterey Park Police Department was awarded $250,000 through the 2010 COPS Technology Grant Committee for the purchase of four new communication radio consoles and one communication repeater. This grant is specific for the purchase of Motorola consoles, repeater, equipment, software, and installation.

Recommendations: It is recommended that the City Council

(1) Accept the 2010 COPS Technology Grant award of $250,000 specifically for the purchase of Motorola Inc. communications equipment per the Monterey Park Municipal Code § 3.20.050(2);

(2) Appropriate $30,000 from the Asset Forfeiture Account for the project;

(3) Authorize the City Manager to execute a contract with Motorola Incorporated and its authorized vendor, Advanced Electronics, in a form approved by the City Attorney; and

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

18. 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

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

19. REVIEW DRAFT COUNCIL POLICIES AND PROCEDURES

Council asked for revisions to the current Policies and Procedures. Staff provided a draft for Council review and is asking for direction.

Recommendations: It is recommended that the City Council

(1) Give staff direction; and

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

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Designate Council Member David Lau as alternate to the San Gabriel Valley Council of Governments replacing Mayor Mitchell Ing

Recommendation: It is recommended that the City Council take appropriate action.

Council communications and committee reports from Council Representatives of specific organizations

CLOSED SESSION

None.

ADJOURN

Agenda Item 2

Staff Report City of Monterey Park

DATE: August 15, 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 Peter Chan to the Planning Commission. If appointed by the City Council, Mr. Chan would assume Seat No. 1 on the Commission. The Commission's responsibilities are listed in Monterey Park Municipal Code § 2.64.030.

Council Member	Applicant	Commission/Committee/Board
David T. Lau	Peter Chan	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 AUG -9 A 11:13

CITY OF MONTEREY PARK

City of Monterey Park
California

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 8-9-2012

Name PETER CHAN

Are you a resident of the City of Monterey Park? Yes ☑ No ☐ How Long? 35 years

Occupation: ACCOUNTANT

Commission/Committee or Board on which you want to serve (You may list more than one)

1) PLANNING Eligible: ___ 3) ___ Eligible: ___
2) ___ Eligible: ___ 4) ___ Eligible: ___

Prior Community Involvement/Activities

CURRENT CHAIRMAN OF AD HOC FIRE COMMITTE
CURRENT PRESIDENT OF M. P. LIBRARY LIBRARY
FORMER MEMBER & CHAIRMAN OF BOARD OF TRUSTEES OF LIBRARY

Provide a brief review of your background, qualifications and your interest in serving the City

WITH MY ACCOUNTING BACKGROUND, I KNOW AND DEAL WITH A LOT OF DIFFERENT BUSINESS ENTITIES. SO I CAN HELP TO GIVE INPUTS TO FUTURE PLAN'S OF THE CITY FOR THE GOOD OF ALL BUSINESS AND RESIDENTS.

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: PETER CHAN

Home Address 668 AZTEC WAY City: M. P.

Zip Code 91755 Telephone 626-572-3860

Business Name PETER CHAN + ASSOCIATES

Business Address 10922 KLINGERMAN ST. S. EL MONTE

Zip Code 91733 Telephone 626-548-9722

E-Mail Address PETERCHAN909 @ GMAIL. COM

References: List two.

Name DAVID LAU

Address 320 W NEWMARK AVE Zip Code 91754

Telephone 626-573-2866

Name JEFF SCHWARTZ

Address 443 W GARVEY AVE. #A Zip Code 91754

Telephone 626-459-9011

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 [signature] Date 8-9-12

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

August 15, 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 15, 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 55-58 (SA).

Fiscal Impact

Disbursements from all SA funds total $223,228.34.

Recommendation

Adopt SA Resolutions approving payment of warrants.

By: Annie Yaung
Annie Yaung, CPFO
Financial Services Manager

Approval: Paul Talbot
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 15TH DAY OF AUGUST 2012
TOTALING $223,228.34 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID

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

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

Atlantic/Garvey Projects		$ 1,454.17
Merged Project Projects		221,774.17
	Total	$ 223,228.34

PASSED, APPROVED AND ADOPTED THE 15TH DAY OF AUGUST 2012.

Mitchell Ing
City of Monterey Park,
California

ATTEST:

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

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

I hereby certify that this resolution was duly adopted by the Successor Agency to the Former Community Redevelopment Agency, at a regular meeting held on the 15th 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 08/15/2012

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CHESTER S YOSHIZAKI	0870-801-1203-31950	1,287.50	R1 CONSULTANT-6/12		55	
	0860-801-1203-31950	1,287.50	R1 CONSULTANT-6/12		55	
						2,575.00
	TOTAL FOR PREPAID WARRANTS					2,575.00

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BNY WESTERN TRUST COMPANY	0870-101	217,645.00	DEBT SERVICE		56	
						217,645.00
JAMS, INC	0870-801-1203-31600	2,675.00	ROPS2-LEGAL FEE-ATS		57	
						2,675.00
KNIGHT COMMUNICATIONS INC	0860-801-1203-38400	166.67	SYSTEM MANAGEMENT SERVICE	70000	58	
	0870-801-1203-38400	166.67	SYSTEM MANAGEMENT SERVICE	70000	58	
						333.34
	TOTAL FOR PRINTED WARRANTS					220,653.34

TOTAL FOR PREPAID WARRANTS	2,575.00
TOTAL FOR PRINTED WARRANTS	220,653.34
TOTAL WARRANTS	223,228.34
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	1
TOTAL CHECKS PRINTED	3
TOTAL CHECKS ISSUED	4

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

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	1,287.50	166.67	1,454.17
0870	MERGED CAPITAL PROJECTS	1,287.50	220,486.67	221,774.17
	TOTAL	2,575.00	220,653.34	223,228.34

Consent Calendar
Agenda Item 4 (SA)

Staff Report City of Monterey Park

DATE: August 15, 2012

TO: Paul Talbot, City Manager

FROM: Annie Yaung, Financial Services Manager

SUBJECT: Successor Agency Monthly Investment Report – July 2012

DISCUSSION

As of July 31, 2012 invested funds for the City of Monterey Park is as follows:

• Acting as the SA to the Former Redevelopment Agency	$ 2,151,406.34
• Acting as the SA for 2002 Bonds	5,598,785.60
• Acting as the Housing SA	5,587,787.66
• Acting as the SA (RORF)	3,083,007.00
	$ 16,420,986.60

RECOMMENDATION

Receive and file the monthly investment report.

By: ______________________
Annie Yaung, CPFO
Financial Services Manager

Approved: ______________________
Paul Talbot
City Manager

CITY OF MONTEREY PARK
AS THE SUCCESSOR AGENCY
TO THE FORMER REDEVELOPMENT AGENCY
INVESTMENT REPORT
AS OF JULY 31, 2012

INSTITUTION NAME	MATURITY DATE	INTEREST RATE FOR THE MONTH	% OF PORTFOLIO	AMOUNT
BANK BALANCES:				
• Acting as the SA to the Former Redevelopment Agency				$ 2,151,406.34
• Acting as the SA for 2002 Bonds				5,598,785.60
• Acting as the Housing SA				5,587,787.66
• Acting as the SA (RORF)				3,083,007.00
Total Bank Balances				**$ 16,420,986.60**

(*) DUE TO THE ELIMINATION OF THE REDEVELOPMENT AGENCY, THE CITY WITHDREW THE ENTIRE REDEVELOPMENT INVESTMENTS ON JANUARY 31, 2012. FUNDS ARE DEPOSITED IN FOUR BANK ACCOUNTS.

Staff Report City of Monterey Park

August 15, 2012

To:	Paul Talbot, City Manager
From:	Annie Yaung, CPFO, Financial Services Manager
Subject:	Warrant Register for the City of Monterey Park of August 15, 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 273335-273572.

Fiscal Impact

Disbursements from all funds total $734,213.26.

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 15TH DAY OF AUGUST 2012 TOTALING $734,213.26 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	$	226,128.62
State Gas Tax Fund		375.00
Sewer Fund		20,787.09
Refuse Fund		8,104.55
City Shop Fund		36,117.92
Payroll Clearing Account		5,575.16
Public Safety Impact Fee		5,116.50
Special Deposits Fund		27,314.55
Water Fund		38,716.29
Water Treatment Fund		302,419.60
OPA Proposition A		186.01
Measure R Fund		2,624.64
CRA Community Redevelop. Agency		257.00
Library Tax Fund		666.67
POST		6,423.36
Home Housing Program		58.12
Recreation Fund		25,015.35
Asset Forfeiture		1,272.05
Air Quality Improvement Fund		60.00
CDBG Fund		0.90
Maintenance District 93-1		2,707.33
ELAC Instructional Serv Prog		6,368.24
Recovery Act JAG Grant		282.00
CA Council For The Humanities		246.86
Sustainable Comm Planning		17,389.00
Literacy Trust Grant		0.45
TOTAL	$	734,213.26

PASSED, APPROVED AND ADOPTED THE 15TH DAY OF AUGUST 2012.

Mitchell Ing
City of Monterey Park, California

ATTEST

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

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

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

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AMC CARD PROCESSING SERVICES INC	0075-450-0075-08370	300.00	EMPLOYEE SERVICES PROGRAM		273336	
	0010-801-1601-32200	9.95	EMPLOYEE SERVICES PROGRAM		273336	
						309.95
AT & T MOBILITY (DBA)	0010-801-3201-33200	154.50	FIRE-EOC SATELLITE PHONE		273344	
						154.50
JAMES BIRRELL	0010-801-3210-39400	46.22	REIMBURSE-FIRE-REFRESHMENTS		273337	
						46.22
CHARTER COMMUNICATIONS	0010-801-6502-32050	39.40	INTERNET/CABLE SERVICE		273345	
						39.40
	0010-801-6502-32050	40.25	INTERNET/CABLE SERVICE		273346	
						40.25
	0075-450-0075-08550	56.44	INTERNET/CABLE SERVICE		273347	
						56.44
CITY OF MONTEREY PARK	0092-450-0092-09000	4,464.00	REFUND-WATER DEPOSIT		273338	
	0092-701-0092-07510	3,583.93-	WATER CHARGES		273338	
	0092-701-0092-07510	265.47	REFUND-WATER PAYMENT		273338	
						1,145.54
DISCOUNT CELLULAR ACCESSORIES	0010-801-1408-32050	1,681.69	PHONE ACCESSORIES		273339	
						1,681.69
RANDY HARPER	0010-801-3210-22670	76.37	REIMBURSE-FIRE-REFRESHMENTS		273340	
						76.37
MONTEREY PARK PETTY CASH	0075-450-0075-08420	15.19	PETTY CASH-EXPLORER SCOUTS		273341	
	0010-801-3210-22750	21.59	PETTY CASH-REFRESHMENTS		273341	
	0010-801-6517-23050	10.85	PETTY CASH-PARKS-SUPPLIES		273341	
	0010-801-3102-24100	86.99	PETTY CASH-POLICE-SUPPLIES		273341	
	0010-801-3205-22300	38.38	PETTY CASH-FIRE-SUPPLIES		273341	
	0092-801-4223-22750	16.75	PETTY CASH-REFRESHMENTS		273341	
	0010-801-3210-21250	37.25	PETTY CASH-OFFICE SUPPLIES		273341	
	0010-801-3210-22670	28.28	PETTY CASH-FIRE-SUPPLIES		273341	

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

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MONTEREY PARK PETTY CASH	0010-801-3210-22670	17.78	PETTY CASH-FIRE-SUPPLIES		273341	
						273.06
	0165-801-4201-11700	60.00	PETTY CASH-PARKING		273348	
	0092-801-4222-31950	18.05	PETTY CASH-POSTAGE		273348	
	0010-801-1403-39400	22.20	PETTY CASH-MILEAGE		273348	
	0010-801-1403-39400	28.97	PETTY CASH-MILEAGE		273348	
	0010-801-1403-39400	27.75	PETTY CASH-MILEAGE		273348	
	0010-801-1403-39400	31.58	PETTY CASH-MILEAGE		273348	
	0010-801-1701-21350	80.79	PETTY CASH-REFRESHMENTS		273348	
						269.34
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-32200	46.85	POSTAGE		273349	
	0010-801-1403-32200	205.75	POSTAGE		273349	
	0010-801-1406-32200	194.85	POSTAGE		273349	
	0010-801-1407-32200	200.85	POSTAGE		273349	
	0010-801-1701-32200	56.75	POSTAGE		273349	
	0010-801-1702-32200	164.95	POSTAGE		273349	
	0010-801-1703-32200	8.25	POSTAGE		273349	
	0010-801-1801-32200	16.80	POSTAGE		273349	
	0010-801-1802-32200	6.70	POSTAGE		273349	
	0010-801-3101-32200	62.42	POSTAGE		273349	
	0010-801-3102-32200	45.75	POSTAGE		273349	
	0010-801-3104-32200	17.03	POSTAGE		273349	
	0010-801-3111-32200	4.95	POSTAGE		273349	
	0010-801-3113-32200	33.15	POSTAGE		273349	
	0010-801-3114-32200	162.61	POSTAGE		273349	
	0010-801-3120-32200	41.35	POSTAGE		273349	
	0010-801-3201-32200	28.35	POSTAGE		273349	
	0010-801-3205-32200	83.00	POSTAGE		273349	
	0010-801-3220-32200	52.97	POSTAGE		273349	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0010-801-4209-32200	32.05	POSTAGE		273349	
	0010-801-6001-32200	92.33	POSTAGE		273349	
	0010-801-6502-32200	116.45	POSTAGE		273349	
	0043-801-4212-32200	985.07	POSTAGE		273349	
	0075-450-0075-09230	121.35	POSTAGE		273349	
	0092-801-1201-32200	1.75	POSTAGE		273349	
	0092-801-4220-32200	100.30	POSTAGE		273349	
	0092-801-4221-32200	66.25	POSTAGE		273349	
	0092-801-4223-32200	1.35	POSTAGE		273349	
	0169-801-2201-32200	0.90	POSTAGE		273349	
	0445-801-6005-32200	0.45	POSTAGE		273349	
						2,951.58
PROGRESSIVE SOLUTIONS INC	0010-801-1406-38400	4,392.34	CASHIER-RECEIPT PRINTER	70271	273350	
						4,392.34
REGAL ENTERTAINMENT GROUP	0075-450-0075-08370	325.00	EMPLOYEE SERVICE PROGRAM		273342	
	0010-801-1801-32200	8.00	EMPLOYEE SERVICE PROGRAM		273342	
						333.00
SOUTHERN CALIFORNIA EDISON CO.	0152-701-0152-05453	58.12	ELECTRICITY-341 E.POMONA		273351	
						58.12
SPRINT CORPORATION	0160-801-3115-38400	1,065.47	POLICE-DATA SERVICE	70217	273352	
						1,065.47
SUPREME TROPHIES & GIFTS CO.	0010-801-1408-21250	1,638.86	NAMEPLATE		273353	
						1,638.86
U.S. POST OFFICE	0159-801-6508-31880	3,300.00	CASCADES POSTAGE		273354	
						3,300.00
VERIZON WIRELESS	0092-801-4222-32050	190.05	WIRELESS DATA SERVICE		273355	
						190.05
XEROX CORPORATION	0010-801-1408-37500	2,164.71	COPIER RENTAL		273356	
	0010-801-1408-37500	1,168.89	COPIER RENTAL		273356	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
XEROX CORPORATION	0010-801-1408-37500	403.97	COPIER RENTAL		273356	
	0010-801-1408-37500	2,164.71	COPIER RENTAL		273356	
						5,902.28
YDF MPK SISTER CITY ASSOC. (DBA)	0075-450-0075-09080	1,000.00	STUDENT EXCHANGE PROGRAM		273357	
						1,000.00
CHESTER S YOSHIZAKI	0010-801-1201-31950	3,693.75	CONSULTANT 6/12		273343	
						3,693.75
	TOTAL FOR PREPAID WARRANTS					28,618.21

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ADCO SERVICES INC	0176-801-6516-31190	2,113.33	LANDSCAPE SERVICES		273358	
						2,113.33
AKM CONSULTING ENGINEERS	0042-801-4204-31950	5,400.00	WATER RATE STUDY	70221	273359	
	0042-801-4204-31950	5,040.00	WATER RATE STUDY	70221	273359	
	0042-801-4204-31950	5,040.00	WATER RATE STUDY	70221	273359	
	0042-801-4204-31950	4,320.00	WATER RATE STUDY	70221	273359	
						19,800.00
ALL STAR GLASS, INC	0060-801-4211-38400	214.81	FLEET-PARTS UNIT 974	70010	273360	
						214.81
ALLSTAR FIRE EQUIPMENT INC.	0010-801-3210-22300	141.38	FIRE-SUPPLIES	70167	273361	
	0010-801-3210-22300	888.54	FIRE-SUPPLIES	70167	273361	
						1,029.92
GILBERT ALVAREZ	0136-801-3101-33250	500.00	POLICE-POST TRAINING		273362	
						500.00
AMERICAN BASEBALL CONGRESS OF SOUTH	0159-801-6507-31910	531.25	INSTRUCTOR-RECREATION CLASS		273363	
						531.25
AMTECH ELEVATOR SERVICES	0010-801-4210-38100	441.62	ELEVATOR MAINTENANCE	70095	273364	
						441.62
ARGIL BLDG. MATERIAL CO.	0010-801-4202-22400	61.99	STREET-CONCRETE	70089	273365	
	0010-801-4202-22400	61.99	STREET-CONCRETE	70089	273365	
	0010-801-4202-22400	212.61	STREET-CONCRETE	70089	273365	
	0010-801-4202-22400	913.50	STREET-CONCRETE	70089	273365	
						1,250.09
DOLORES ARREDONDO	0159-801-6507-31910	378.15	INSTRUCTOR-RECREATION CLASS		273366	
						378.15
REBECA ARREOLA	0010-701-0010-03630	53.00	REFUND-PARKING CITATION		273367	
						53.00
ASTRO PLUMBING SUPPLY CO (DBA)	0010-801-4210-23300	1,067.04	BUILDING-PLUMBING SUPPLIES	70096	273368	
	0010-801-4210-23300	519.32	BUILDING-PLUMBING SUPPLIES	70096	273368	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ASTRO PLUMBING SUPPLY CO (DBA)	0010-801-4210-23300	104.85	BUILDING-PLUMBING SUPPLIES	70096	273368	
	0010-801-4210-23300	11.68	BUILDING-PLUMBING SUPPLIES	70096	273368	
						1,702.89
B & K ELECTRIC WHOLESALE	0092-801-4222-23400	307.95	WATER-ELECTRICAL SUPPLIES	70141	273369	
						307.95
BAKER & TAYLOR INC	0010-801-6002-40000	6.57	BOOK(S) 1		273370	
	0010-801-6002-40000	34.99	BOOK(S) 2		273370	
	0010-801-6002-40000	12.80	BOOK(S) 1		273370	
	0010-801-6002-40000	15.90	BOOK(S) 1		273370	
	0010-801-6002-40000	9.82	BOOK(S) 1		273370	
	0010-801-6002-40000	15.90	BOOK(S) 1		273370	
	0010-801-6002-40000	17.51	BOOK(S) 1		273370	
	0010-801-6002-40000	66.14	BOOK(S) 3		273370	
	0010-801-6002-40000	10.82	BOOK(S) 1		273370	
	0010-801-6002-40000	4.40	BOOK(S) 1		273370	
	0010-801-6002-40000	7.89	BOOK(S) 1		273370	
	0010-801-6002-40000	4.40	BOOK(S) 1		273370	
	0010-801-6002-40000	119.62	BOOK(S) 1		273370	
	0010-801-6002-40000	15.79	BOOK(S) 1		273370	
	0010-801-6002-40000	41.39	BOOK(S) 1		273370	
	0010-801-6002-40000	6.55	BOOK(S) 1		273370	
						390.49
BARRIO PLANNERS, INC	0092-850-4224-82246	7,590.00	GARVEY MEDIAN ISLANDS		273371	
						7,590.00
KELLY BERTSCH	0136-801-3101-33250	150.00	POLICE-POST TRAINING		273372	
						150.00
BETTS TRUCK PARTS (DBA)	0060-801-3210-38400	1,257.58	FIRE TRUCK REPAIR		273373	
						1,257.58
JAMES BIRRELL	0349-801-3201-39400	100.00	FIRE-TRAINING		273375	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						100.00
JAMES BIRRELL	0349-801-3201-39400	150.00	FIRE-TRAINING		273376	
						150.00
	0349-801-3201-39400	1,264.80	REIMBURSE-FIRE-TRAINING		273374	
						1,264.80
BOB MURRAY AND ASSOCIATES	0010-801-1801-31950	5,158.80	CITY LIBRARIAN RECRUITMENT		273377	
						5,158.80
JUDITH BOHORQUEZ	0075-450-0075-08630	150.00	REFUND-CLEAN UP DEPOSIT		273378	
						150.00
BWI	0428-801-6002-22750	246.86	BOOK(S) 50		273379	
						246.86
C.E.G. INVESTIGATIONS	0010-801-3102-31950	186.06	POLICE-HEARINGS		273380	
						186.06
CALIFORNIA ASSOC. OF CODE	0010-801-1702-33200	75.00	COMM DEVELOPMENT-MEMBERSHIP		273381	
	0010-801-1702-33200	75.00	COMM DEVELOPMENT-MEMBERSHIP		273381	
	0010-801-1702-33200	75.00	COMM DEVELOPMENT-MEMBERSHIP		273381	
						225.00
CALIFORNIA FIRE CHIEFS ASSOC.	0349-801-3201-39400	225.00	FIRE-TRAINING		273382	
						225.00
	0349-801-3201-39400	225.00	FIRE-TRAINING		273383	
						225.00
	0349-801-3201-39400	350.00	FIRE-TRAINING		273384	
						350.00
LARRY CHAN	0159-801-6507-31910	154.00	INSTRUCTOR-RECREATION CLASS		273385	
						154.00
CHARLIES TIRE RECYCLING	0060-801-4211-31950	63.60	FLEET-TIRE RECYCLING		273386	
						63.60
LEE CHEN-NORMAN	0159-801-6507-31910	405.00	INSTRUCTOR-RECREATION CLASS		273387	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						405.00
CINTAS CORPORATION	0092-801-4221-22300	38.18	WATER-UNIFORMS		273388	
	0092-801-4222-22300	68.76	WATER-UNIFORMS		273388	
	0092-801-4223-22300	70.44	WATER-UNIFORMS		273388	
	0092-801-4221-22300	38.18	WATER-UNIFORMS		273388	
	0092-801-4222-22300	68.76	WATER-UNIFORMS		273388	
	0092-801-4223-22300	70.44	WATER-UNIFORMS		273388	
	0092-801-4221-22300	38.18	WATER-UNIFORMS		273388	
	0092-801-4222-22300	149.50	WATER-UNIFORMS		273388	
	0092-801-4223-22300	70.50	WATER-UNIFORMS		273388	
	0092-801-4221-22300	38.18	WATER-UNIFORMS		273388	
	0092-801-4222-22300	68.76	WATER-UNIFORMS		273388	
	0092-801-4223-22300	70.44	WATER-UNIFORMS		273388	
	0010-801-6001-38400	84.96	LIBRARY-GRAY MATS		273388	
						875.28
CLEAN ENERGY	0109-801-4201-31960	186.01	CNG FUEL		273389	
						186.01
COAST FITNESS REPAIR SHOP INC (DBA)	0010-801-6505-23050	95.00	RECREATION-EQUIPMENT REPAIR		273390	
						95.00
COLLICUTT ENERGY SERVICES INC	0010-801-4210-38400	436.08	GENERATOR MAINTENANCE	70098	273391	
						436.08
COME LAND MAINTENANCE COMPANY	0010-801-3113-38250	1,950.00	7/12-JANITORIAL SERVICE	70205	273392	
	0118-801-4210-38250	257.00	7/12-JANITORIAL SERVICE	70099	273392	
	0010-801-3114-38250	132.00	7/12-JANITORIAL SERVICE	70099	273392	
	0092-801-4220-38250	23.00	7/12-JANITORIAL SERVICE	70099	273392	
	0092-801-4222-38250	49.00	7/12-JANITORIAL SERVICE	70099	273392	
						2,411.00
CONTROL MAINTENANCE AND REPAIR INC	0092-801-4222-23400	669.00	WATER-EQUIPMENT REPAIR		273393	
						669.00

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
DAILY JOURNAL CORPORATION	0010-801-1301-34050	159.60	LEGAL NOTICE	70069	273394	
	0043-801-1301-34050	117.60	LEGAL NOTICE	70069	273394	
						277.20
DESIREE DAVILA	0010-701-0010-03630	56.00	REFUND-PARKING CITATION		273395	
						56.00
DEMCO INC.	0010-801-6001-21350	38.64	LIBRARY SUPPLIES		273396	
	0010-801-6006-22450	136.81	LIBRARY SUPPLIES		273396	
						175.45
DOOLEY ENTERPRISES, INC.	0010-801-3103-22620	1,159.39	POLICE-AMMUNITION	70206	273397	
	0010-801-3103-22620	3,022.12	POLICE-AMMUNITION	70206	273397	
						4,181.51
DOUBLETREE HOTEL-DEL MAR	0136-801-3101-33250	1,238.50	POST-POST TRAINING		273398	
						1,238.50
FRANCYN DUENAS	0159-701-0159-07010	97.00	REFUND-RECREATION CLASS		273399	
						97.00
E.R.S. SECURITY ALARM SYSTEMS,	0010-801-6001-38100	135.00	LIBRARY-SECURITY SYSTEM		273400	
						135.00
DEAN N EDDOW	0159-801-6507-31910	798.00	INSTRUCTOR-RECREATION CLASS		273401	
						798.00
EMPIRE CLEANING SUPPLY	0010-801-3210-22750	1,446.08	JANITORIAL SUPPLIES	70194	273402	
	0010-801-3210-22750	150.19	JANITORIAL SUPPLIES	70194	273402	
	0010-801-3210-22750	298.14	JANITORIAL SUPPLIES	70194	273402	
	0010-801-6503-22150	111.01	JANITORIAL SUPPLIES		273402	
	0010-801-6505-22150	1,460.13	JANITORIAL SUPPLIES		273402	
	0010-801-6517-22150	610.92	JANITORIAL SUPPLIES	70249	273402	
						4,076.47
ENNIS TRAFFIC SAFETY SOLUTIONS	0010-801-4206-23100	1,414.62	TRAFFIC-PAINT SUPPLIES	70082	273403	
						1,414.62
ESI ACQUISITION, INC.	0010-801-3210-24150	9,000.00	FIRE-EOC SOFTWARE	70172	273404	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						9,000.00
ESTHER AVILA	0010-701-0010-03630	56.00	REFUND-PARKING CITATION		273405	
						56.00
FEDERAL EXPRESS CORP.	0010-801-1403-32200	22.96	DELIVERY SERVICE		273406	
						22.96
FEDERAL SIGNAL CORPORATION -EMERG.	0060-801-4211-38400	167.97	FLEET-PARTS		273407	
						167.97
FEDEX KINKO'S OFFICE AND	0010-801-3205-39250	135.40	PLAN CHECK/PERMIT RECEIPT		273408	
						135.40
FISHER SCIENTIFIC COMPANY LLC	0010-850-3210-22300	31,483.36	FIRE TURNOUT SUPPLIES	69178	273409	
						31,483.36
FORD OF MONTEBELLO	0060-801-4211-23500	141.53	FLEET-REPAIR UNIT 973	70019	273410	
	0060-801-4211-38400	85.00	FLEET-REPAIR UNIT 060	70019	273410	
						226.53
CHAI FOSTERLING	0159-801-6507-31910	518.70	INSTRUCTOR-RECREATION CLASS		273411	
						518.70
GONZALO GABRIEL	0136-801-3101-33250	150.00	POLICE-POST TRAINING		273412	
						150.00
THE GALE GROUP	0010-801-6006-40000	218.67	BOOK(S) 1		273413	
						218.67
GARFIELD MEDICAL CENTER	0010-801-3113-22600	24.00	PHYSICAL		273414	
	0010-801-3113-22600	24.00	PHYSICAL		273414	
	0010-801-3113-22600	24.00	PHYSICAL		273414	
	0010-801-3113-22600	24.00	PHYSICAL		273414	
	0010-801-3113-22600	24.00	PHYSICAL		273414	
	0010-801-3113-22600	24.00	PHYSICAL		273414	
						144.00
GATEWAY CITIES COUNCIL OF GOVERNMEI	0043-801-4203-31950	1,551.00	PLAN MONITORING		273415	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,551.00
GOLDEN STATE WATER COMPANY	0092-801-4222-36300	33.75	WATER SERVICE		273416	
						33.75
GOVCONNECTION INC	0160-801-3115-38400	121.58	COMPUTER SUPPLIES		273417	
	0010-801-4209-22750	26.89	COMPUTER SUPPLIES		273417	
						148.47
GRAINGER	0043-801-4208-22170	520.38	STREET-SUPPLIES	70078	273418	
	0092-801-4222-23400	528.04	WATER-SUPPLIES	70129	273418	
	0092-801-4222-23400	211.09	WATER-SUPPLIES	70129	273418	
						1,259.51
GRAND PRIX TIRE & AUTO CENTER	0060-801-4211-23500	114.19	FLEET-PARTS UNIT 003	70022	273419	
	0060-801-4211-23500	239.25	FLEET-PARTS UNIT 035	70022	273419	
						353.44
TONY GRBAC	0159-801-6507-31910	1,068.75	INSTRUCTOR-RECREATION CLASS		273420	
						1,068.75
GRIFFITH AIR TOOL, INC.	0092-801-4223-23700	995.06	WATER-REPAIR		273421	
						995.06
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	25.43	FLEET-PARTS UNIT 050	70023	273422	
	0060-801-4211-23500	291.24	FLEET-PARTS UNIT 868	70023	273422	
	0060-801-4211-23500	79.67	FLEET-PARTS	70023	273422	
	0060-801-4211-23500	32.20	FLEET-PARTS UNIT 894	70023	273422	
	0060-801-4211-23500	47.74	FLEET-PARTS	70023	273422	
	0060-801-4211-23500	53.11	FLEET-PARTS	70023	273422	
						529.39
HAGEMEYER NORTH AMERICA INC	0093-801-4227-23300	407.60	WATER-SAFETY SUPPLIES		273423	
	0092-801-4222-23700	101.57	WATER-SAFETY SUPPLIES		273423	
						509.17
BING HAN	0010-801-3104-22310	43.09	REIMBURSE-POLICE-UNIFORMS		273424	
	0010-801-3104-22310	34.00	REIMBURSE-POLICE-UNIFORMS		273424	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						77.09
RANDALL HARPER	0349-801-3201-39400	100.00	FIRE-TRAINING		273425	
						100.00
	0349-801-3201-39400	150.00	FIRE-TRAINING		273426	
						150.00
HARRINGTON INDUSTRIAL PLASTICS	0092-801-4222-23700	174.04	WATER-PLUMBING SUPPLIES	70137	273427	
	0093-801-4227-23300	229.64	WATER-PLUMBING SUPPLIES	70137	273427	
						403.68
HARRY & BARBARA VAN DER WYK (DBA)	0010-801-6517-21350	74.77	FLAGS SUPPLIES		273428	
						74.77
HDL SOFTWARE LLC	0092-801-1406-38400	7,000.00	BUSINESS LICENSE SYSTEM-MAINT.	70268	273429	
	0010-801-1406-38400	980.07	BUSINESS LICENSE SYSTEM-MAINT.	70268	273429	
						7,980.07
HILTON GARDEN INN - ROSEVILLE (DBA)	0136-801-3101-33250	271.80	POLICE-POST TRAINING		273430	
						271.80
HINDERLITER,DE LLAMAS & ASSOC.	0010-801-1403-31400	1,050.00	CONTRACT SERVICES-SALES TAX		273431	
						1,050.00
HOGLE-IRELAND INC	0010-450-1701-02530	4,943.06	HOUSING ELEMENT	70245	273432	
						4,943.06
SONJA HOLLADAY	0159-801-6507-31910	1,927.50	INSTRUCTOR-RECREATION CLASS		273433	
	0159-801-6507-31910	1,859.20	INSTRUCTOR-RECREATION CLASS		273433	
						3,786.70
HOME DEPOT CREDIT SERVICES	0042-801-4204-23700	60.27	HARDWARE SUPPLIES	70085	273434	
	0010-801-4210-23100	395.47	HARDWARE SUPPLIES	70085	273434	
	0010-801-4206-23100	6.42	HARDWARE SUPPLIES	70085	273434	
	0110-801-4202-23600	139.30	HARDWARE SUPPLIES	70085	273434	
	0092-801-4210-23050	38.51	HARDWARE SUPPLIES	70085	273434	
	0092-801-4210-23050	153.39	HARDWARE SUPPLIES	70085	273434	
	0092-801-4210-23050	392.54	HARDWARE SUPPLIES	70085	273434	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,185.90
HP PARKO	0075-450-0075-08160	250.00	REFUND-FIRE HYDRANT DEPOSIT		273435	
	0092-701-0092-07530	83.67-	WATER USAGE		273435	
						166.33
HERMAN HSUEH	0010-701-0010-03630	50.00	REFUND-PARKING CITATION		273436	
						50.00
JINGHUI VIENNE HU	0010-701-0010-07430	6.35	REFUND-BOOK		273437	
						6.35
YI-WEN HUANG	0159-701-0159-07010	150.00	REFUND-RECREATION CLASS		273438	
						150.00
INFOTEL DISTRIBUTORS (DBA)	0010-801-6004-22450	357.83	LIBRARY-SUPPLIES		273439	
						357.83
INTER VALLEY POOL SUPPLY	0010-801-6503-23050	490.68	POOL CHEMICAL		273440	
	0010-801-6503-23050	513.68	POOL CHEMICAL		273440	
	0010-801-6503-23050	276.01	POOL CHEMICAL		273440	
						1,280.37
IP LEARNING CENTER	0159-801-6507-31910	327.75	INSTRUCTOR-RECREATION CLASS		273441	
						327.75
JANICE TONG	0010-701-0010-07630	58.00	REFUND-RECREATION CLASS		273442	
						58.00
JAYVEE DANCE CENTER	0159-801-6507-31910	750.97	INSTRUCTOR-RECREATION CLASS		273443	
						750.97
JDS TANK TESTING AND REPAIR INC	0060-801-4211-31950	361.00	DESIGNATED OPERATOR FEE	70027	273444	
						361.00
GUSTAVO JIMENEZ JR	0136-801-3101-33250	150.00	POLICE-POST TRAINING		273445	
						150.00
TAKESHI KADONAGA	0010-701-0010-03630	53.00	REFUND-PARKING CITATION		273446	
						53.00

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
GABRIELA KASANJIAN	0159-801-6507-31910	281.60	INSTRUCTOR-RECREATION CLASS		273447	
						281.60
MARK KHAIL	0349-801-3201-39400	150.00	FIRE-TRAINING		273448	
						150.00
	0349-801-3201-39400	100.00	FIRE-TRAINING		273449	
						100.00
KIWANIS CLUB	0075-450-0075-08800	7.00	PLAY DAYS-FOOD COUPON		273450	
						7.00
KNIGHT COMMUNICATIONS INC	0010-801-3115-38400	25,700.00	SYSTEM MANAGEMENT SERVICE	70215	273451	
	0010-801-3115-31700	9,819.33	SYSTEM MANAGEMENT SERVICE	70216	273451	
	0010-801-3115-31700	10,250.00	SYSTEM MANAGEMENT SERVICE	70216	273451	
	0010-801-1301-36400	401.75	SYSTEM MANAGEMENT SERVICE	70000	273451	
	0010-801-1404-38400	336.75	SYSTEM MANAGEMENT SERVICE	70000	273451	
	0043-801-1404-38400	333.33	SYSTEM MANAGEMENT SERVICE	70000	273451	
	0092-801-1404-38400	176.83	SYSTEM MANAGEMENT SERVICE	70000	273451	
	0010-801-1701-38400	333.33	SYSTEM MANAGEMENT SERVICE	70000	273451	
	0010-801-1702-38400	333.33	SYSTEM MANAGEMENT SERVICE	70000	273451	
	0010-801-1703-38400	333.33	SYSTEM MANAGEMENT SERVICE	70000	273451	
	0010-801-1801-38400	625.00	SYSTEM MANAGEMENT SERVICE	70000	273451	
	0010-801-3115-38400	1,083.33	SYSTEM MANAGEMENT SERVICE	70000	273451	
	0010-801-3201-38400	750.00	SYSTEM MANAGEMENT SERVICE	70000	273451	
	0022-801-4202-38400	375.00	SYSTEM MANAGEMENT SERVICE	70000	273451	
	0092-801-4210-38400	294.58	SYSTEM MANAGEMENT SERVICE	70000	273451	
	0060-801-4211-38400	1,666.67	SYSTEM MANAGEMENT SERVICE	70000	273451	
	0043-801-4212-38400	375.00	SYSTEM MANAGEMENT SERVICE	70000	273451	
	0092-801-4220-38400	1,500.00	SYSTEM MANAGEMENT SERVICE	70000	273451	
	0131-801-6001-38400	666.67	SYSTEM MANAGEMENT SERVICE	70000	273451	
	0010-801-6502-38400	916.67	SYSTEM MANAGEMENT SERVICE	70000	273451	
						56,270.90

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KNOWLES-MCNIFF	0010-801-1404-31700	845.83	FINANCE SOFTWARE MAINTENANCE	70001	273452	
	0043-801-1404-31700	4,222.17	FINANCE SOFTWARE MAINTENANCE	70001	273452	
	0092-801-1404-31700	4,520.83	FINANCE SOFTWARE MAINTENANCE	70001	273452	
	0010-801-3115-31700	716.67	FINANCE SOFTWARE MAINTENANCE	70001	273452	
	0010-801-3220-31700	250.00	FINANCE SOFTWARE MAINTENANCE	70001	273452	
	0092-801-4221-31700	1,184.17	FINANCE SOFTWARE MAINTENANCE	70001	273452	
	0093-801-4226-31700	253.75	FINANCE SOFTWARE MAINTENANCE	70001	273452	
	0093-801-4227-31700	296.08	FINANCE SOFTWARE MAINTENANCE	70001	273452	
	0093-801-4228-31700	253.75	FINANCE SOFTWARE MAINTENANCE	70001	273452	
	0093-801-4229-31700	236.83	FINANCE SOFTWARE MAINTENANCE	70001	273452	
	0093-801-4231-31700	304.50	FINANCE SOFTWARE MAINTENANCE	70001	273452	
	0093-801-4232-31700	253.75	FINANCE SOFTWARE MAINTENANCE	70001	273452	
	0010-801-6001-31700	961.67	FINANCE SOFTWARE MAINTENANCE	70001	273452	
						14,300.00
KOPPL PIPELINE SERVICES, INC.	0093-801-4230-23300	900.00	WATER-TEST WATER LINE	70150	273453	
						900.00
KOVATCH MOBILE EQUIPMENT	0060-801-3210-38400	98.39	FIRE TRUCK REPAIRS	70178	273454	
	0060-801-3210-38400	30.75	FIRE TRUCK REPAIRS	70178	273454	
						129.14
AI HWA KUNG	0159-801-6507-31910	241.15	INSTRUCTOR-RECREATION CLASS		273455	
						241.15
L N CURTIS & SONS	0010-801-3210-38400	420.70	FIRE-SUPPLIES	70181	273456	
						420.70
LAMP OPTIMIST	0075-450-0075-08800	18.00	PLAY DAYS-FOOD COUPON		273457	
						18.00
DAVID T. LAU	0010-801-1101-33200	171.00	LCC-CONFERENCE		273458	
						171.00
DORIS LAU	0075-450-0075-08800	26.00	PLAY DAYS-FOOD COUPON		273459	
						26.00

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LAWN MOWER CORNER/KNG POWER EQUIPME	0060-801-4211-23500	104.39	FLEET-SUPPLIES	70029	273460	
	0060-801-4211-23500	65.23	FLEET-SUPPLIES	70029	273460	
	0060-801-4211-23500	173.95	FLEET-SUPPLIES	70029	273460	
	0060-801-4211-38400	182.02	FLEET-SUPPLIES UNIT SC64	70029	273460	
						525.59
LEAGUE OF CALIFORNIA CITIES	0349-801-3201-39400	525.00	FIRE-TRAINING		273461	
	0349-801-3201-39400	525.00	FIRE-TRAINING		273461	
	0349-801-3201-39400	525.00	FIRE-TRAINING		273461	
						1,575.00
CHIU SANG LEE	0159-801-6507-31910	763.50	INSTRUCTOR-RECREATION CLASS		273462	
						763.50
WENDY LEE	0136-801-3101-33250	750.00	POLICE-POST TRAINING		273463	
						750.00
THE LEWIS COMPANY	0010-801-1201-38400	35.00	EQUIPMENT MAINTENANCE		273464	
	0010-801-1301-38400	70.00	EQUIPMENT MAINTENANCE		273464	
	0010-801-1403-38400	35.00	EQUIPMENT MAINTENANCE		273464	
	0010-801-1406-38400	35.00	EQUIPMENT MAINTENANCE		273464	
	0010-801-1701-38400	35.00	EQUIPMENT MAINTENANCE		273464	
	0010-801-1703-38400	35.00	EQUIPMENT MAINTENANCE		273464	
	0010-801-1801-38400	70.00	EQUIPMENT MAINTENANCE		273464	
	0010-801-3101-38400	35.00	EQUIPMENT MAINTENANCE		273464	
	0010-801-3103-38400	35.00	EQUIPMENT MAINTENANCE		273464	
	0010-801-3104-38400	35.00	EQUIPMENT MAINTENANCE		273464	
	0010-801-3114-38400	35.00	EQUIPMENT MAINTENANCE		273464	
	0010-801-3120-38400	35.00	EQUIPMENT MAINTENANCE		273464	
	0071-801-3210-38400	35.00	EQUIPMENT MAINTENANCE		273464	
	0010-801-3205-38400	35.00	EQUIPMENT MAINTENANCE		273464	
	0010-801-4209-38400	70.00	EQUIPMENT MAINTENANCE		273464	
	0010-801-4212-24100	35.00	EQUIPMENT MAINTENANCE		273464	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
THE LEWIS COMPANY	0010-801-6502-38400	35.00	EQUIPMENT MAINTENANCE		273464	
	0010-801-6505-38400	35.00	EQUIPMENT MAINTENANCE		273464	
						735.00
LIEBERT CASSIDY WHITMORE	0010-801-1601-31600	220.50	LEGAL-GENERAL		273465	
	0010-801-1601-31600	171.50	LEGAL-P.KIM		273465	
	0010-801-1601-31600	22,666.00	LEGAL-ORCHARD		273465	
	0010-801-1601-31600	5,790.00	LEGAL-POA MEETING		273465	
	0010-801-1601-31600	5,100.00	LEGAL-FIRE MEETING		273465	
						33,948.00
LIFE SAFETY CONSULTING & ENGINEERIN	0010-701-0010-06330	150.00	FIRE-PLAN CHECK	70182	273466	
						150.00
LIFE-ASSIST INC	0010-801-3220-24200	1,860.83	FIRE-MEDICAL SUPPLIES	70197	273467	
						1,860.83
LOGAN SUPPLY CO., INC.	0092-801-4221-23900	86.13	WATER-SUPPLIES	70120	273468	
	0092-801-4223-22750	197.93	WATER-SUPPLIES	70120	273468	
						284.06
LONG BEACH BMW MOTORCYCLES (DBA)	0060-801-4211-23500	709.26	FLEET-PARTS	70030	273469	
						709.26
LOOMIS ARMORED US, INC.	0010-701-0010-03700	508.28	ARMORED CARRIER SERVICE		273470	
						508.28
LOS ANGELES COUNTY SHERIFF'S	0010-801-3113-41100	692.30	PRISONER BOOKING	70208	273471	
						692.30
MANAGED HEALTH NETWORK INC	0010-801-1801-31950	840.84	EAP PREMIUM-8/12		273472	
						840.84
MARIPOSA LANDSCAPES, INC	0092-801-4222-38500	2,000.00	LANDSCAPING		273473	
	0093-801-4231-31950	130.00	LANDSCAPING		273473	
						2,130.00
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23700	182.35	WATER-SUPPLIES	70122	273474	
	0092-801-4222-23700	125.39	WATER-SUPPLIES	70122	273474	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23700	256.52	WATER-SUPPLIES	70122	273474	
	0092-801-4222-23700	20.36	WATER-SUPPLIES	70122	273474	
	0092-801-4222-23700	56.01	WATER-SUPPLIES	70122	273474	
	0092-801-4222-23400	132.33	WATER-SUPPLIES	70122	273474	
	0092-801-4222-23700	67.52	WATER-SUPPLIES	70122	273474	
	0092-801-4222-23400	63.51	WATER-SUPPLIES	70122	273474	
	0092-801-4222-23700	68.29	WATER-SUPPLIES	70122	273474	
						972.28
MERCK ANIMAL HEALTH (DBA)	0075-450-0075-08400	432.83	POLICE-SCANNER		273475	
						432.83
MIDORI LANDSCAPE INC	0176-801-6516-23300	594.00	LANDSCAPING		273476	
						594.00
MISSION SUPER HARDWARE	0010-801-6517-23050	68.01	HARDWARE SUPPLIES	70253	273477	
	0010-801-6517-23050	25.44	HARDWARE SUPPLIES	70253	273477	
	0010-801-6517-23050	45.75	HARDWARE SUPPLIES	70253	273477	
	0010-801-6517-23050	18.36	HARDWARE SUPPLIES	70253	273477	
	0010-801-6517-23050	31.80	HARDWARE SUPPLIES	70253	273477	
						189.36
MOBILE MINI LLC	0075-450-0075-08915	100.98	FARMERS MARKET-STORAGE		273478	
						100.98
MONTEREY PARK FLOORING & WINDOW CO\	0071-850-5002-99717	4,034.25	FIRE-CARPET STATION #2	69564	273479	
	0071-801-5002-99717	1,047.25	FIRE-CARPET STATION #2		273479	
						5,081.50
MOORE MEDICAL CORP	0042-801-4204-23700	926.82	STREET-SAFETY SUPPLIES		273480	
						926.82
MWH LABORATORIES	0093-801-4230-31950	1,140.00	WATER ANALYSIS		273481	
						1,140.00
NATIONAL TRAINING CONCEPTS, INC	0402-801-3101-39400	282.00	POLICE-TRAINING		273482	
	0010-801-3101-39400	38.00	POLICE-TRAINING		273482	

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						320.00
NEW CENTURY BMW MOTORCYCLES	0060-801-4211-38400	523.01	FLEET-REPAIR UNIT 024	70040	273483	
	0060-801-4211-23500	465.59	FLEET-PARTS	70040	273483	
						988.60
ROANNA NG	0010-701-0010-07050	71.40	REFUND-PICNIC RESERVATION		273484	
						71.40
NOMAD BOLT & HOSE COMPANY	0092-801-4222-23700	30.58	WATER-SUPPLIES		273485	
						30.58
NORMAN A TRAUB ASSOCIATES	0010-801-1801-31950	1,909.90	INVESTIGATIVE SERVICE		273486	
						1,909.90
ROSEMARY NUNEZ	0159-701-0159-07010	35.00	REFUND-RECREATION CLASS		273487	
						35.00
OCE FINANCIAL SERVICES INC.	0010-801-3114-37500	874.65	COPY MACHINE RENTAL	70212	273488	
						874.65
OCE IMAGISTICS INC	0010-801-1301-38400	41.08	COPIER SUPPLIES		273489	
	0010-801-6502-39250	27.34	COPIER SUPPLIES		273489	
						68.42
OCLC, INC	0010-801-6003-31700	903.39	6/12-LIBRARY SYSTEM SERVICE		273490	
						903.39
OFFICE DEPOT INC	0060-801-4211-21350	203.06	OFFICE SUPPLIES	70042	273491	
	0010-801-1101-21350	154.43	OFFICE SUPPLIES		273491	
	0010-801-1101-21350	365.03	OFFICE SUPPLIES		273491	
	0010-801-6505-21350	117.56	OFFICE SUPPLIES		273491	
	0010-801-6505-21350	90.24	OFFICE SUPPLIES		273491	
	0010-801-6505-21350	28.02	OFFICE SUPPLIES		273491	
	0010-801-6502-21350	264.90	OFFICE SUPPLIES		273491	
	0010-801-6502-21350	56.37	OFFICE SUPPLIES		273491	
	0092-801-4222-23700	25.00	OFFICE SUPPLIES	70123	273491	
	0092-801-4222-23700	61.97	OFFICE SUPPLIES	70123	273491	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0092-801-4222-23700	158.74	OFFICE SUPPLIES	70123	273491	
	0075-450-0075-08270	528.49	OFFICE SUPPLIES		273491	
	0010-801-6001-21350	0.75	OFFICE SUPPLIES		273491	
	0010-801-6001-21350	90.94	OFFICE SUPPLIES		273491	
	0010-801-6001-21350	100.33	OFFICE SUPPLIES		273491	
	0010-801-6001-21350	56.15	OFFICE SUPPLIES		273491	
						2,301.98
OFFICE SOLUTIONS	0010-801-3205-21250	58.63	OFFICE SUPPLIES		273492	
	0010-801-1703-21350	2.64	OFFICE SUPPLIES	70063	273492	
	0010-801-1701-21250	18.99	OFFICE SUPPLIES	70063	273492	
	0010-801-1702-21250	19.00	OFFICE SUPPLIES	70063	273492	
	0010-801-1703-21250	18.99	OFFICE SUPPLIES	70063	273492	
	0010-801-1701-21200	37.00	OFFICE SUPPLIES	70063	273492	
						155.25
OMNI SAN DIEGO HOTEL	0349-801-3201-39400	380.48	FIRE-TRAINING		273493	
						380.48
	0349-801-3201-39400	380.48	FIRE-TRAINING		273494	
						380.48
	0349-801-3201-39400	380.48	FIRE-TRAINING		273495	
						380.48
NELSON ONG	0159-801-6507-31910	964.87	INSTRUCTOR-RECREATION CLASS		273496	
						964.87
PACIFIC PLUMBING SPECIALTIES	0010-801-4210-23300	1,019.81	PLUMBING SUPPLIES	70108	273497	
						1,019.81
PACIFIC TEK	0092-801-4223-23900	649.91	WATER-SUPPLIES		273498	
						649.91
PARTYLINE EVENTS	0075-450-0075-08915	55.00	FARMERS MARKET-RENTAL		273499	
						55.00
PAUL TALBOT	0010-801-1101-33200	171.00	LCC CONFERENCE		273500	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						171.00
PAYKE GYMNASTIC ACADEMY	0159-801-6507-31910	656.62	INSTRUCTOR-RECREATION CLASS		273501	
						656.62
PBS ENGINEERS, INC.	0010-701-0010-06100	9,585.00	PLAN CHECK SERVICE	70071	273502	
						9,585.00
PEAK BANNER	0075-450-0075-08915	2,036.34	FARMERS MARKET-BANNER		273503	
						2,036.34
MELWIN PEREIRA	0159-801-6507-31910	1,055.25	INSTRUCTOR-RECREATION CLASS		273504	
						1,055.25
PLUMBING WHOLESALE OUTLET	0010-801-4210-23300	129.49	PLUMBING SUPPLIES	70110	273505	
						129.49
JUDITH PORTINGA	0010-701-0010-07630	29.00	REFUND-RECREATION CLASS		273506	
						29.00
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22300	27.65	FLEET-UNIFORMS	70047	273507	
	0060-801-4211-22300	27.65	FLEET-UNIFORMS	70047	273507	
	0060-801-4211-22300	27.65	FLEET-UNIFORMS	70047	273507	
	0060-801-4211-22300	27.65	FLEET-UNIFORMS	70047	273507	
	0060-801-4211-22300	27.65	FLEET-UNIFORMS	70047	273507	
	0060-801-4211-22150	26.64	FLEET-SHOP RAGS	70047	273507	
	0010-801-3210-22150	18.64	FLEET-SHOP RAGS	70047	273507	
	0060-801-4211-22150	26.64	FLEET-SHOP RAGS	70047	273507	
	0010-801-3210-22150	18.64	FLEET-SHOP RAGS	70047	273507	
	0060-801-4211-22150	26.64	FLEET-SHOP RAGS	70047	273507	
	0010-801-3210-22150	18.64	FLEET-SHOP RAGS	70047	273507	
	0060-801-4211-22150	26.64	FLEET-SHOP RAGS	70047	273507	
	0010-801-3210-22150	18.64	FLEET-SHOP RAGS	70047	273507	
	0060-801-4211-22150	26.64	FLEET-SHOP RAGS	70047	273507	
	0010-801-3210-22150	18.64	FLEET-SHOP RAGS	70047	273507	
						364.65

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PVP COMMUNICATIONS INC	0010-801-3102-22300	466.54	POLICE-RADIO EQUIPMENT REPAIR		273508	
	0010-801-3112-38400	424.54	POLICE-RADIO EQUIPMENT REPAIR		273508	
						891.08
QUALITY CODE PUBLISHING LLC	0010-801-1301-39250	714.38	CITY CLERK-MUNICIPAL CODE	70256	273509	
						714.38
R S D REFRIGERATION	0010-801-4210-38150	303.83	AIR CONDITIONING PARTS	70111	273510	
	0010-801-4210-38150	96.59	AIR CONDITIONING PARTS	70111	273510	
						400.42
R. M. BODY SHOP	0060-801-4211-38450	67.50	FLEET-REPAIR UNIT 011	70048	273511	
						67.50
RAINBOW ART	0159-801-6507-31910	912.47	INSTRUCTOR-RECREATION CLASS		273512	
						912.47
RAZORBACK CONTRACTOR SUPPLY INC.	0092-801-4222-23700	107.40	WATER-SUPPLIES		273513	
						107.40
RBF CONSULTING	0440-801-5004-99004	8,671.95	SUSTAINABLE COMMUNITY	70246	273514	
	0440-801-5004-99004	8,717.05	SUSTAINABLE COMMUNITY	70246	273514	
						17,389.00
RED WING SHOE STORES	0010-801-4209-22300	181.89	SAFETY BOOTS-G.FRANCO	70087	273515	
	0010-801-4209-22300	181.89	SAFETY BOOTS-L.ROMERO	70087	273515	
						363.78
RIVERSIDE COUNTY SHERIFFS DEPT	0136-801-3101-33250	343.00	POLICE-POST TRAINING		273516	
						343.00
	0136-801-3101-33250	446.00	POLICE-POST TRAINING		273517	
						446.00
RIVERSIDE MARRIOTT	0136-801-3101-33250	1,412.01	TRAINING-POST POLICE		273518	
						1,412.01
	0136-801-3101-33250	282.40	TRAINING-POST POLICE		273519	
						282.40

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ROYCHEM CHEMICAL SPECIALITIES	0010-801-6517-22100	295.80	PARKS-CLEANING SUPPLIES		273520	
						295.80
S & J SUPPLY CO.	0093-801-4230-23300	881.53	WATER-SUPPLIES	70153	273521	
						881.53
S C FUELS (DBA)	0060-801-4211-22250	14,403.18	FUEL 7/12	70050	273522	
	0060-801-4211-22250	13,000.81	FUEL 7/12	70050	273522	
						27,403.99
DIANE SALAZAR	0010-701-0010-07050	35.70	REFUND-PICNIC RESERVATION		273523	
						35.70
MARTHA SALDANA	0010-701-0010-07630	29.00	REFUND-RECREATION CLASS		273524	
						29.00
SAN GABRIEL VALLEY BASKETBALL CLUB	0075-450-0075-08110	200.00	REFUND-FIREWORKS DEPOSIT		273525	
						200.00
SAN GABRIEL VALLEY MUNICIPAL WATER	0093-801-4230-42200	200,000.00	DEBT SERVICE PAYMENT		273526	
						200,000.00
SAN GABRIEL VALLEY WATER CO.	0093-801-4233-22900	105.30	WATER SERVICE		273527	
	0093-801-4233-22900	95,457.55	WATER INTERCONNECTION		273527	
	0092-801-4222-36300	54.09	WATER SERVICE		273527	
						95,616.94
SCAN/ NATOA	0010-801-6509-39350	80.00	RECREATION-MEMBERSHIP		273528	
						80.00
SEA CLEAR POOLS INC	0075-450-0075-08895	17,274.00	ELDER POOL-REPAIR	70061	273529	
	0075-450-0075-08895	3,680.00	ELDER POOL-SERVICE	70222	273529	
						20,954.00
TERESA REAL SEBASTIAN	0010-801-1101-33200	171.00	LCC CONFERENCE		273530	
						171.00
SHERATON GRAND HOTEL	0349-801-3201-39400	279.00	FIRE-TRAINING		273531	
						279.00

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SHERATON GRAND HOTEL	0349-801-3201-39400	279.00	FIRE-TRAINING		273532	
						279.00
	0349-801-3201-39400	279.00	FIRE-TRAINING		273533	
						279.00
SHERATON SAN DIEGO HOTEL & MARINA (	0136-801-3101-33250	283.65	POLICE-POST TRAINING		273534	
						283.65
GARY SIMS	0136-801-3101-33250	150.00	POLICE-POST TRAINING		273535	
						150.00
SMITTY'S SIGNWORKS	0092-801-4222-23700	43.70	SIGN(S) 2		273536	
						43.70
SMS INC	0010-801-3115-38400	682.00	SERVER MAINTENANCE		273537	
						682.00
SNAP-ON INDUSTRIAL, A DIVISION OF I	0060-801-4211-38400	278.81	FLEET-TOOLS	70051	273538	
	0060-801-4211-38400	186.44	FLEET-TOOLS	70051	273538	
						465.25
SOCAFPO-ANNUAL RENEWAL	0010-801-3205-39300	165.00	FIRE-MEMBERSHIP		273539	
						165.00
SOUTHERN CALIFORNIA PUBLIC	0010-801-1801-39300	150.00	HUMAN RESOURCES-MEMBERSHIP		273540	
						150.00
THE STANDARD INSURANCE CO.	0065-464	871.55	8/12-EXECUTIVE PREMIUM		273541	
						871.55
THE STANDARD	0065-464	4,703.61	8/12-LTD INSURANCE		273542	
						4,703.61
STATUS ONE MEDICAL INC	0092-801-4222-23050	39.64	MEDICAL SUPPLIES		273543	
	0092-801-4223-22300	28.71	MEDICAL SUPPLIES		273543	
						68.35
STEP SAVER INC.	0092-801-4222-23300	181.53	WATER-SUPPLIES	70159	273544	
	0092-801-4222-23300	92.98	WATER-SUPPLIES	70159	273544	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
STEP SAVER INC.	0092-801-4222-23300	199.87	WATER-SUPPLIES	70159	273544	
	0092-801-4222-23300	197.98	WATER-SUPPLIES	70159	273544	
	0092-801-4222-23300	318.78	WATER-SUPPLIES	70159	273544	
						991.14
LEANE SUMIMOTO	0159-801-6507-31910	598.50	INSTRUCTOR-RECREATION CLASS		273545	
						598.50
SUPER FORD LINCOLN MERCURY	0060-801-4211-38400	409.87	FLEET-REPAIR UNIT 910		273546	
						409.87
SUPREME TROPHIES & GIFTS CO.	0010-801-1701-21350	43.50	NAMEPLATE		273547	
						43.50
TOM'S CLOTHING & UNIFORMS INC	0010-801-4209-22310	89.18	UNIFORMS-M.MENCHACA	70088	273548	
	0010-801-4209-22310	222.94	UNIFORMS-S.SHERMAN	70088	273548	
	0010-801-4209-22310	300.00	UNIFORMS-C.REYES	70088	273548	
	0010-801-4209-22310	300.00	UNIFORMS-R.HARRIS	70088	273548	
	0010-801-4209-22310	244.69	UNIFORMS-T.MAYA	70088	273548	
	0075-450-0075-08420	161.49	UNIFORMS-EXPLORER		273548	
	0075-450-0075-08420	72.91	UNIFORMS-EXPLORER		273548	
	0075-450-0075-08420	24.47	UNIFORMS-EXPLORER		273548	
	0010-801-3113-22310	185.47	UNIFORMS-S.CODAY	70218	273548	
	0010-801-3101-22320	57.26	UNIFORMS-B.CUEVAS	70218	273548	
	0010-801-3112-22310	200.64	UNIFORMS-J.REZA	70218	273548	
	0010-801-3114-22310	126.75	UNIFORMS-T.CHEUNG	70218	273548	
	0010-801-3114-22310	146.32	UNIFORMS-T.CHEUNG	70218	273548	
	0010-801-3114-22310	20.55	UNIFORMS-W.LEE	70218	273548	
	0010-801-3114-22310	105.70	UNIFORMS-M.CHAVEZ	70218	273548	
	0010-801-3114-22310	191.25	UNIFORMS-M.CHAVEZ	70218	273548	
	0010-801-3102-22310	176.18	UNIFORMS-R.JULIAN	70218	273548	
	0010-801-3102-22310	74.87	UNIFORMS-J.SILVERMAN	70218	273548	
	0010-801-3102-22310	130.17	UNIFORMS-J.SILVERMAN	70218	273548	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TOM'S CLOTHING & UNIFORMS INC	0010-801-3102-22310	58.73	UNIFORMS-J.SILVERMAN	70218	273548	
	0010-801-3102-22310	8.80	UNIFORMS-J.SILVERMAN	70218	273548	
	0010-801-3102-22310	53.83	UNIFORMS-J.SILVERMAN	70218	273548	
	0010-801-3113-22310	300.00	UNIFORMS-E.DOMINGUEZ	70218	273548	
	0010-801-3104-22310	34.25	UNIFORMS-S.WUKELICH	70218	273548	
	0010-801-3104-22310	268.17	UNIFORMS-S.WUKELICH	70218	273548	
	0010-801-3104-22310	164.81	UNIFORMS-S.WUKELICH	70218	273548	
	0010-801-3104-22310	83.19	UNIFORMS-P.YUNG	70218	273548	
	0010-801-3104-22310	53.83	UNIFORMS-P.YUNG	70218	273548	
	0010-801-3104-22310	160.02	UNIFORMS-G.ALVAREZ	70218	273548	
	0010-801-3104-22310	274.38	UNIFORMS-G.ALVAREZ	70218	273548	
	0010-801-3104-22310	137.02	UNIFORMS-G.ALVAREZ	70218	273548	
	0010-801-3104-22310	97.87	UNIFORMS-J.FLORES	70218	273548	
	0010-801-3104-22310	29.36	UNIFORMS-J.FRESCAS	70218	273548	
	0010-801-3104-22310	71.44	UNIFORMS-J.FRESCAS	70218	273548	
	0010-801-3104-22310	122.04	UNIFORMS-J.FRESCAS	70218	273548	
	0010-801-3104-22310	142.90	UNIFORMS-A.GUEVARA	70218	273548	
	0010-801-3104-22310	179.60	UNIFORMS-A.GUEVARA	70218	273548	
	0010-801-3104-22310	46.57	UNIFORMS-A.GUEVARA	70218	273548	
	0010-801-3104-22310	66.55	UNIFORMS-A.GUEVARA	70218	273548	
	0010-801-3104-22310	208.96	UNIFORMS-R.MINOR	70218	273548	
	0010-801-3104-22310	17.61	UNIFORMS-R.MINOR	70218	273548	
	0010-801-3104-22310	53.83	UNIFORMS-R.MINOR	70218	273548	
	0010-801-3104-22310	83.19	UNIFORMS-R.MINOR	70218	273548	
	0010-801-3101-22320	123.81	UNIFORMS-I.SANCHEZ	70218	273548	
	0010-801-3101-22320	49.92	UNIFORMS-I.SANCHEZ	70218	273548	
	0010-801-3101-22320	8.88	UNIFORMS-V.TSUDA	70218	273548	
	0010-801-3101-22320	107.17	UNIFORMS-D.VAMDERHEYDEN	70218	273548	
	0010-801-3101-22320	132.62	UNIFORMS-B.LIN	70218	273548	
	0010-801-3101-22320	27.50	UNIFORMS-G.MENDEZ	70218	273548	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TOM'S CLOTHING & UNIFORMS INC	0010-801-3101-22320	122.83	UNIFORMS-G.DIAZ	70218	273548	
	0010-801-3101-22320	37.71	UNIFORMS-S.BERMUDES	70218	273548	
	0010-801-3101-22320	25.12	UNIFORMS-L.DENG	70218	273548	
	0010-801-3101-22320	39.10	UNIFORMS-A.DENG	70218	273548	
	0010-801-3101-22320	73.41	UNIFORMS-R.GARDNER	70218	273548	
	0010-801-3101-22320	20.55	UNIFORMS-H.JOHNSON	70218	273548	
	0010-801-3101-22320	8.36	UNIFORMS-D.LOMBARDERO	70218	273548	
	0010-801-3101-22320	161.49	UNIFORMS-R.LOUIS	70218	273548	
	0010-801-3101-22320	11.25	UNIFORMS-O.MARTINEZ	70218	273548	
	0010-801-3101-22320	143.33	UNIFORMS-J.ORATE	70218	273548	
	0010-801-3101-22320	41.10	UNIFORMS-P.PIGULSAWUS	70218	273548	
	0010-801-3103-22310	36.21	UNIFORMS-B.ANDRUS	70218	273548	
	0010-801-3103-22310	57.34	UNIFORMS-B.CEVALLOS	70218	273548	
	0010-801-3103-22310	61.98	UNIFORMS-G.JIMENEZ	70218	273548	
	0010-801-3103-22310	50.69	UNIFORMS-D.MARTINEZ	70218	273548	
	0010-801-3103-22310	104.73	UNIFORMS-S.WIESE	70218	273548	
	0010-801-3103-22310	14.00	UNIFORMS-S.WIESE	70218	273548	
	0010-801-3103-22310	100.32	UNIFORMS-G.ESCARSEGA	70218	273548	
	0010-801-3103-22310	190.37	UNIFORMS-R.ESQUIBEL	70218	273548	
	0010-801-3103-22310	53.83	UNIFORMS-G.GABRIEL	70218	273548	
	0010-801-3103-22310	83.19	UNIFORMS-G.GABRIEL	70218	273548	
	0010-801-3103-22310	23.49	UNIFORMS-S.GIOVANAZZI	70218	273548	
	0010-801-3103-22310	25.00	UNIFORMS-S.GONZALEZ	70218	273548	
	0010-801-3103-22310	39.00	UNIFORMS-H.HERNANDEZ	70218	273548	
	0010-801-3103-22310	75.36	UNIFORMS-H.HERNANDEZ	70218	273548	
	0010-801-3103-22310	385.51	UNIFORMS-H.HERNANDEZ	70218	273548	
	0010-801-3103-22310	68.51	UNIFORMS-H.HERNANDEZ	70218	273548	
	0010-801-3103-22310	39.15	UNIFORMS-T.JAKCSY	70218	273548	
	0010-801-3103-22310	62.64	UNIFORMS-T.JAKCSY	70218	273548	
	0010-801-3103-22310	170.79	UNIFORMS-T.JAKCSY	70218	273548	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TOM'S CLOTHING & UNIFORMS INC	0010-801-3103-22310	53.83	UNIFORMS-S.JIMENEZ	70218	273548	
	0010-801-3103-22310	36.21	UNIFORMS-S.JIMENEZ	70218	273548	
	0010-801-3103-22300	269.16	UNIFORMS-W.ESTRADA		273548	
	0010-801-3103-22310	350.39	UNIFORMS-J.ALVARADO	70218	273548	
	0010-801-3103-22310	371.92	UNIFORMS-B.ANDRUS	70218	273548	
	0010-801-3103-22310	155.62	UNIFORMS-D.CASTELLANO	70218	273548	
	0010-801-3103-22310	68.02	UNIFORMS-D.CASTELLANO	70218	273548	
	0010-801-3103-22310	372.36	UNIFORMS-B.CEVALLOS	70218	273548	
	0010-801-3103-22310	105.70	UNIFORMS-B.CEVALLOS	70218	273548	
	0010-801-3103-22310	64.60	UNIFORMS-B.CEVALLOS	70218	273548	
	0010-801-3103-22310	80.08	UNIFORMS-R.COTA	70218	273548	
	0010-801-3103-22310	34.26	UNIFORMS-V.DELGADO	70218	273548	
	0010-801-3103-22310	78.25	UNIFORMS-D.ELLIOTT	70218	273548	
	0010-801-3103-22310	54.81	UNIFORMS-G.ESCARSEGA	70218	273548	
	0010-801-3103-22310	48.93	UNIFORMS-G.ESCARSEGA	70218	273548	
	0010-801-3103-22310	33.28	UNIFORMS-G.ESCARSEGA	70218	273548	
	0010-801-3103-22310	324.18	UNIFORMS-S.JIMENEZ	70218	273548	
	0010-801-3103-22310	17.62	UNIFORMS-W.LEON	70218	273548	
	0010-801-3103-22310	442.40	UNIFORMS-E.ROMO	70218	273548	
	0010-801-3103-22310	88.09	UNIFORMS-A.ROUSSEAU	70218	273548	
	0010-801-3103-22310	302.71	UNIFORMS-A.ROUSSEAU	70218	273548	
	0010-801-3103-22310	113.96	UNIFORMS-A.ROUSSEAU	70218	273548	
	0010-801-3103-22310	51.93	UNIFORMS-D.ALSAZAR	70218	273548	
	0010-801-3103-22310	217.23	UNIFORMS-D.SALAZAR	70218	273548	
	0010-801-3103-22310	62.15	UNIFORMS-D.SALAZAR	70218	273548	
	0010-801-3103-22310	210.47	UNIFORMS-J.SANCHEZ	70218	273548	
	0010-801-3103-22310	48.94	UNIFORMS-S.WIESE	70218	273548	
	0010-801-3103-22310	83.32	UNIFORMS-S.WIESE	70218	273548	
	0010-801-3103-22310	270.02	UNIFORMS-P.YNIGUEZ	70218	273548	
	0010-801-3210-22310	178.35	UNIFORMS-M.KHAIL	70185	273548	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TOM'S CLOTHING & UNIFORMS INC	0010-801-3210-22310	217.50	UNIFORMS-R.RYSDON	70185	273548	
	0010-801-3210-22310	114.19	UNIFORMS-J.BIRRELL	70185	273548	
	0010-801-3210-22310	342.56	UNIFORMS-G.FOWLER	70185	273548	
	0010-801-3210-22310	108.75	UNIFORMS-R.BLAKE	70185	273548	
	0010-801-3210-22310	261.00	UNIFORMS-T.TULLIUS	70218	273548	
	0010-801-3210-22310	16.31	UNIFORMS-P.CUBAK	70185	273548	
	0010-801-3210-22310	80.48	UNIFORMS-J.MORALES	70185	273548	
	0010-801-3210-22310	217.50	UNIFORMS-N.LIMA	70185	273548	
	0010-801-3210-22310	162.51	UNIFORMS-S.GREGG	70185	273548	
	0010-801-3210-22310	108.89	UNIFORMS-P.CUBAK	70185	273548	
	0010-801-3210-22310	108.75	UNIFORMS-F.PADILLA	70185	273548	
	0010-801-3210-22310	49.51	UNIFORMS-B.REYES	70185	273548	
	0010-801-3210-22310	326.25	UNIFORMS-S.KELLEY	70185	273548	
	0010-801-3210-22310	96.16	UNIFORMS-J.MORALES	70185	273548	
	0010-801-3210-22310	336.88	UNIFORMS-R.TULLIUS	70185	273548	
	0010-801-3210-22310	100.00	UNIFORMS-K.LEASURE	70185	273548	
	0010-801-3210-22310	191.40	UNIFORMS-J.MORALES	70185	273548	
	0010-801-3210-22310	162.04	UNIFORMS-N.LIMA	70185	273548	
	0010-801-3210-22310	287.10	UNIFORMS-R.DEROSA	70185	273548	
	0010-801-3210-22310	87.00	UNIFORMS-M.HALLOCK	70185	273548	
	0010-801-3210-22310	107.66	UNIFORMS-J.BIRRELL	70185	273548	
	0010-801-3210-22310	206.63	UNIFORMS-J.BIRRELL	70185	273548	
	0010-801-3210-22310	108.75	UNIFORMS-J.BIRRELL	70185	273548	
	0010-801-3210-22310	43.50	UNIFORMS-B.REYES	70185	273548	
	0010-801-3210-22310	65.25	UNIFORMS-M.SILVESTRO	70185	273548	
	0010-801-3210-22310	63.08	UNIFORMS-M.SILVESTRO	70185	273548	
						16,872.69
TRAINING FOR SAFETY, INCORPORATED	0136-801-3101-33250	296.00	POLICE-POST TRAINING		273549	
						296.00

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TRINITY DIVERSIFIED INC	0010-801-4206-23100	76.13	TRAFFIC-SUPPLIES		273550	
						76.13
DOROTHY TSU	0159-801-6507-31910	253.50	INSTRUCTOR-RECREATION CLASS		273551	
						253.50
UNDERGROUND SERVICE ALERT	0092-801-4223-39300	105.00	UNDERGROUND UTILITY SERVICES		273552	
						105.00
UNITED SITE SERVICES OF CA INC	0075-450-0075-08600	329.06	4TH OF JULY-RESTROOM RENTAL		273553	
						329.06
UNIVAR USA INC (CORP. HEADQUARTERS)	0092-801-4222-23300	280.01	WATER-CHEMICAL	70125	273554	
	0092-801-4222-23300	392.29	WATER-CHEMICAL	70125	273554	
	0092-801-4222-23300	152.26-	WATER-CHEMICAL-CREDIT	70125	273554	
						520.04
BEATRIZ VELAZQUEZ	0010-801-3101-39350	434.60	POLICE-NOTARY RENEWAL		273555	
						434.60
VETERINARY HEALTHCARE CENTER	0010-801-3103-22800	70.50	K9-SUPPLIES & SERVICE		273556	
	0010-801-3103-22800	314.72	K9-SUPPLIES & SERVICE		273556	
						385.22
VISTA PAINT CO.	0092-801-4222-23700	32.76	WATER-PAINT SUPPLIES		273557	
	0092-801-4222-23700	221.26	WATER-PAINT SUPPLIES		273557	
	0092-801-4222-23700	25.10	WATER-PAINT SUPPLIES		273557	
	0092-801-4222-23700	32.76	WATER-PAINT SUPPLIES		273557	
						311.88
VULCAN MATERIAL CO	0110-801-4202-23600	594.70	ASPHALT	70094	273558	
	0110-801-4202-23600	657.72	ASPHALT	70094	273558	
	0110-801-4202-23600	298.33	ASPHALT	70094	273558	
	0110-801-4202-23600	672.50	ASPHALT	70094	273558	
	0110-801-4202-23600	262.09	ASPHALT	70094	273558	
						2,485.34
WAI TAK CONSTRUCTION	0092-701-0092-07520	464.16	REFUND-WATER METER		273559	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						464.16
WALTERS WHOLESALE ELECTRIC CO	0010-801-4210-23400	170.53	ELECTRICAL SUPPLIES	70115	273560	
	0010-801-4210-23400	62.72	ELECTRICAL SUPPLIES	70115	273560	
	0010-801-4210-23400	319.01	ELECTRICAL SUPPLIES	70115	273560	
	0010-801-4210-23400	107.80	ELECTRICAL SUPPLIES	70115	273560	
	0010-801-4210-23400	112.53	ELECTRICAL SUPPLIES	70115	273560	
						772.59
XIAODONG WANG	0159-801-6507-31910	4,890.00	INSTRUCTOR-RECREATION CLASS		273561	
						4,890.00
WECK LABORATORIES (DBA)	0093-801-4227-31950	480.00	WATER-LABORATORY SUPPLIES	70132	273562	
						480.00
WEST COAST LIGHTS & SIRENS	0160-801-3103-22750	85.00	POLICE-REPAIR UNIT 014		273563	
						85.00
WESTERN WATER WORKS SUPPLY CO.	0092-801-4221-23300	55.06	WATER SUPPLIES	70119	273564	
	0092-801-4221-23700	130.45	WATER SUPPLIES	70119	273564	
	0092-801-4221-23300	410.46	WATER SUPPLIES	70119	273564	
	0093-801-4230-23300	671.45	WATER SUPPLIES	70127	273564	
	0093-801-4230-23300	225.27	WATER SUPPLIES	70127	273564	
	0093-801-4230-23300	841.51	WATER SUPPLIES	70127	273564	
	0093-801-4230-23300	648.91-	WATER SUPPLIES-CREDIT	70127	273564	
	0092-801-4223-23300	3,081.98	WATER SUPPLIES	70126	273564	
						4,767.27
ANTHONY WONG	0010-801-1101-33200	171.00	LCC CONFERENCE		273565	
						171.00
VICTOR WONG	0159-801-6507-31910	1,361.62	INSTRUCTOR-RECREATION CLASS		273566	
						1,361.62
WURTH USA INC	0060-801-4211-23500	103.22	FLEET-SUPPLIES	70058	273567	
						103.22
MICHAEL YAMASAKI	0075-450-0075-08630	150.00	REFUND-CLEAN UP DEPOSIT		273568	

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						150.00
JIANG YAN YANG	0010-701-0010-07430	15.00	REFUND-BOOK		273569	15.00
SIMON YEN	0159-801-6507-31910	735.00	INSTRUCTOR-RECREATION CLASS		273570	735.00
CHIA YU	0010-701-0010-07630	33.00	REFUND-RECREATION CLASS		273571	33.00
ZUMAR INDUSTRIES, INC.	0010-801-4206-23800	549.62	TRAFFIC-SIGNS	70084	273572	549.62
	TOTAL FOR PRINTED WARRANTS					705,595.05

TOTAL FOR PREPAID WARRANTS	28,618.21
TOTAL FOR PRINTED WARRANTS	705,595.05
TOTAL WARRANTS	734,213.26
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	22
TOTAL CHECKS PRINTED	215
TOTAL CHECKS ISSUED	237

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

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	19,790.18	206,338.44	226,128.62
0022	STATE GAS TAX FUND	0.00	375.00	375.00
0042	SEWER FUND	0.00	20,787.09	20,787.09
0043	REFUSE FUND	985.07	7,119.48	8,104.55
0060	CITY SHOP FUND	0.00	36,117.92	36,117.92
0065	PAYROLL CLEARING ACCOUNT	0.00	5,575.16	5,575.16
0071	PUBLIC SAFETY IMPACT FEE FUND	0.00	5,116.50	5,116.50
0075	SPECIAL DEPOSITS FUND	1,817.98	25,496.57	27,314.55
0092	WATER FUND	1,540.04	37,176.25	38,716.29
0093	WATER TREATMENT FUND	0.00	302,419.60	302,419.60
0109	OPA PROPOSITION A	0.00	186.01	186.01
0110	MEASURE R FUND	0.00	2,624.64	2,624.64
0118	CRA COMMUNITY REDEV AGENCY	0.00	257.00	257.00
0131	LIBRARY TAX FUND	0.00	666.67	666.67
0136	POST	0.00	6,423.36	6,423.36
0152	HOME HOUSING PROGRAM	58.12	0.00	58.12
0159	RECREATION FUND	3,300.00	21,715.35	25,015.35
0160	ASSET FORFEITURE	1,065.47	206.58	1,272.05
0165	AIR QUALITY IMPROVEMENT FUND	60.00	0.00	60.00
0169	CDBG FUND	0.90	0.00	0.90
0176	MAINTENANCE DISTRICT 93-1	0.00	2,707.33	2,707.33
0349	ELAC INSTRUCTIONAL SERV PROG	0.00	6,368.24	6,368.24
0402	RECOVERY ACT JAG GRANT	0.00	282.00	282.00
0428	CA COUNCIL FOR THE HUMANITIES	0.00	246.86	246.86
0440	SUSTAINABLE COMM PLANNING	0.00	17,389.00	17,389.00
0445	LITERACY TRUST GRANT	0.45	0.00	0.45

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

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
	TOTAL	28,618.21	705,595.05	734,213.26

Consent Calendar
Agenda Item 6

Staff Report City of Monterey Park

DATE: August 15, 2012

TO: Paul Talbot, City Manager

FROM: Joseph Leon, City Treasurer

SUBJECT: Monthly Investment Report – July 2012

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

DISCUSSION

As of July 31, 2012 invested funds for the City of Monterey Park is $65,074,339.49.

RECOMMENDATION

Receive and file the monthly investment report.

By: Joseph Leon
City Treasurer

Approved: Paul Talbot
City Manager

CITY OF MONTEREY PARK
INVESTMENT REPORT
AS OF JULY 31, 2012

INSTITUTION NAME	PURCHASE DATE	MATURITY DATE	INTEREST RATE	% OF PORTFOLIO	AMOUNT
INVESTMENTS:					
CERTIFICATES OF DEPOSIT [2]					
AMERICAN PLUS BANK	01/11/11	01/11/13	0.650%		99,000.00
ASIAN PACIFIC NATIONAL BANK	08/12/11	08/10/12	1.050%		100,000.00
ASIAN PACIFIC NATIONAL BANK	03/02/11	03/01/13	0.900%		140,000.00
CATHAY BANK	08/14/11	08/14/12	1.000%		100,000.00
CATHAY BANK	10/07/11	10/07/12	1.100%		150,000.00
EAST WEST BANK	11/10/11	11/10/12	1.140%		250,000.00
EVERTRUST BANK	11/10/11	11/09/12	0.944%		100,000.00
EVERTRUST BANK	10/07/11	10/06/12	0.945%		150,000.00
FIRST CHOICE BANK	08/05/11	08/06/12	1.340%		240,000.00
FIRST GENERAL BANK	08/04/11	08/04/12	0.990%		200,000.00
PACIFIC WESTERN BANK	04/21/11	10/21/12	0.900%		200,000.00
PREFERRED BANK	06/06/11	06/06/13	0.900%		100,000.00
PREFERRED BANK	03/03/11	03/03/13	0.970%		140,000.00
TOMATO BANK, N.A.	03/04/11	03/04/13	1.140%		100,000.00
TOMATO BANK, N.A.	02/04/11	02/04/13	1.140%		140,000.00
U.S BANK	10/11/10	05/11/13	0.850%		200,000.00
AMERICAN EXP CENTURION BANK	12/01/11	06/10/13	0.95%		240,000.00
BARCLAYS BANK	12/01/11	12/09/13	0.90%		240,000.00
BANK OF CHINA	12/01/11	06/07/13	0.80%		240,000.00
CIT BANK	12/01/11	12/16/13	1.05%		240,000.00
GE CAPITAL RETAIL BANK	12/01/11	09/09/13	1.00%		240,000.00
GOLDMAN SACHS BANK USA	12/01/11	06/07/13	0.85%		240,000.00
SAFRA NATIONAL BANK	12/08/11	12/16/13	0.80%		240,000.00
SALLIE MAE BANK	12/08/11	12/16/13	0.90%		240,000.00
BMW NORTH AMER BANK	01/10/12	11/13/13	1.00%		240,000.00
TOTAL CDs (25)				7.02%	4,569,000.00
LOCAL AGENCY INVESTMENT FUND:					
LAIF - CITY					
LAIF - PUBLIC FINANCING AUTHORITY		ON DEMAND	0.360%		44,392,449.79
		ON DEMAND	0.360%		16,112,889.70
TOTAL LAIF				92.98%	60,505,339.49
TOTAL INVESTMENTS				100.00%	$ 65,074,339.49
BANK BALANCE [1]:					$ 2,477,517.77
AVERAGE MATURITY DAYS					18
AVERAGE INTEREST RATE FOR THE MONTH					0.403%

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

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

Consent Calendar
Agenda Item 7

Staff Report City of Monterey Park

August 15, 2012

To : Paul Talbot, City Manager

From : Joseph Leon, City Treasurer

Re : 2011-2012 Annual Investment Report

Background

The City's Investment Policy requires an annual investment report and a statement of investment policy to be submitted to the City Council for review within 60 days of the fiscal year-end. The attached annual report shows that all investment activities during 2011-12 were conducted according to the City's Investment Policy.

2011-12 City Investments

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

The City's investment operations are under the direction of the City Treasurer. The City's Investment Policy provides the creation of a Treasury Committee, which is comprised of the City Treasurer, City Manager, and the Financial Services Manager, to implement the Investment Policy and related procedures.

Investment Activities - City

All investment activities during 2011-12 were made according to the Investment Policy. During the year, funds were invested in the Local Agency Investment Fund and certificates of deposits.

Local Agency Investment Fund (LAIF) was created by statute in 1977. It is a pooled investment program for local agencies and special districts to participate. LAIF is managed by the State and investment securities are purchased in accordance with the Government Code Sections 16430 and 16480.4. Funds invested with LAIF are backed 100% by the State and can be withdrawn with a 24-hour notice without penalty. LAIF has 2,783 participants and $22 billion in its portfolio. As of June 30, 2012, the City had $69.2 million invested with LAIF.

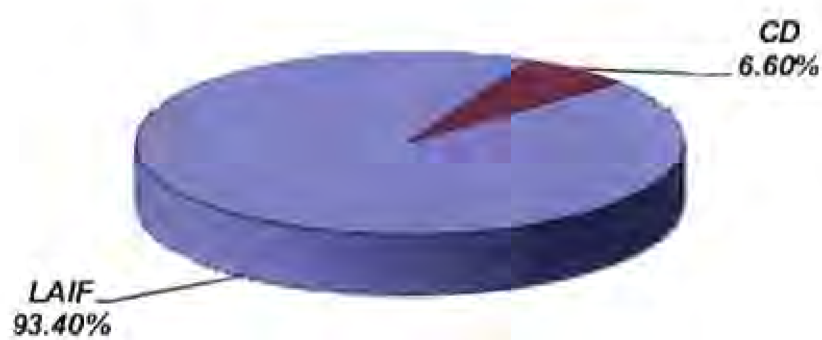
Certificates of Deposits (CD) Certificates of Deposits are time deposits with banks or savings and loans. Federal Depository Insurance Corporation (FDIC) insures each depositor up to $250,000 (the limit was raised from $100,000 to $250,000 in October 3, 2008 and was extended to December 31, 2013). The City invests CDs with California State or nationally chartered financial institutions. In accordance with the City's Investment Policy, the maximum allowable term for CDs is two years. As of June 30, 2012, the City has twenty-five CDs (see Exhibit A).

Investment Composition - City

The City invests its idle cash from all operating funds on a pooled basis to maximize returns. Earnings are allocated to each fund based on the average cash balance. Total investment of the City as of June 30, 2012 was $69,219,278.

Instruments	Balance	Interest Rate	Maturity
LAIF	$ 64,650,278	0.391%	1-day
CDs	4,569,000	0.80% - 1.34%	8/12 - 12/13
Total	$ 69,219,278		

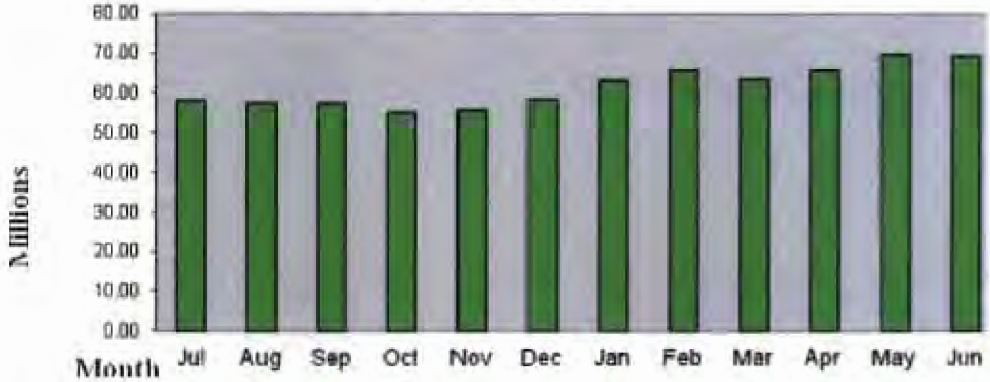
City Investment Portfolio
As of 6/30/2012



Investment Balance - City

Timing of revenue collections, such as property tax, business licenses, and franchise tax, affects the monthly investment balance during the year. In 2011-12, monthly investment varied from $55.2 million to $69.7 million. The average balance was $61.7 million.

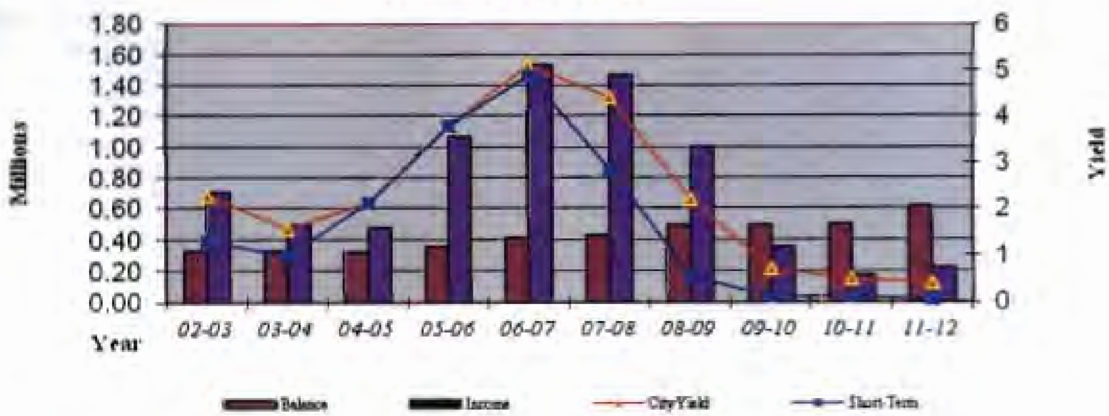
Average Investment Balance
Fiscal Year 2011-12



10-Year City Investment Summary

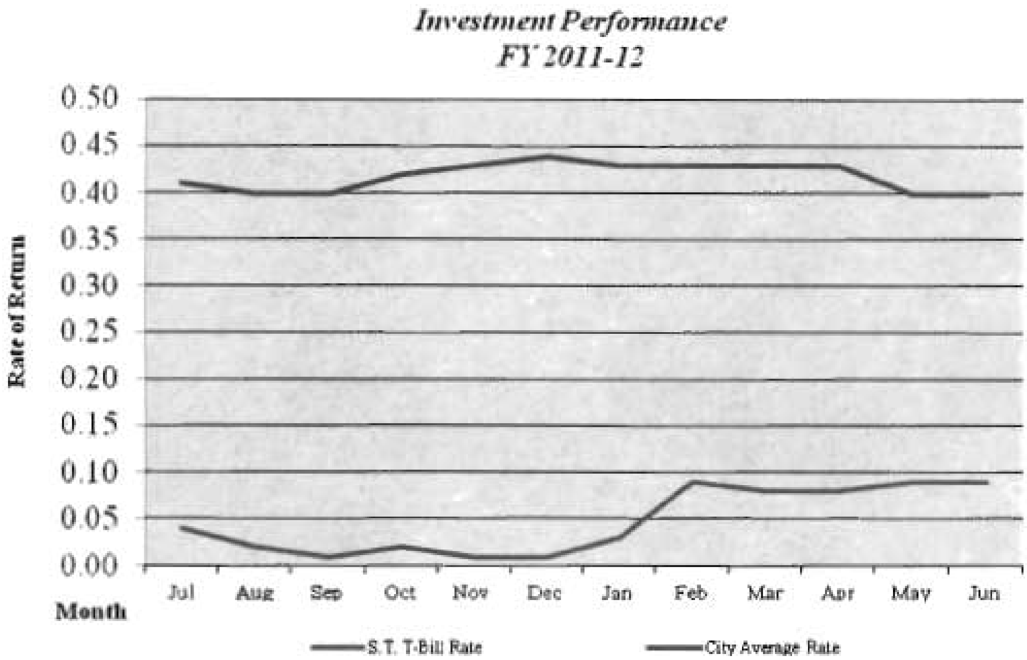
The chart below shows the City's investment balance, interest income, yield, and the short-term investment rate during the past 10 years (for the purpose of comparison, short-term investment rate shown is the three-month treasury bill rate). The City's average investment yield has exceeded the three-month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

10-Year Investment Summary
From 02/03 to 11/12



Investment Performance

The 2011-12 interest earning for the City was approximately $218,000 respectively. The average yields were 0.42% for the City. The following graph exhibits City investment rates vs. the three-month T-bill rates for 2011-12.



Investment Policy

The Investment Policy requires the Treasury Committee to annually review the Investment Policy and present changes (if any) to the City Council as part of the Annual Investment Report. The Treasury Committee has reviewed the City's investment priorities, the permitted investment instruments, and the maximum amounts and terms for each. Due to the weak economic conditions and a high unemployment rate, the Committee recommends no change to our investment policy for this year.

Investment Policy Certification Award

The City has always received recognition from the Municipal Treasurers' Association (MTA) of United States & Canada for Investment Policy Certification. The certification award represents the highest level of investment policy guidelines and confirms that the City's investment operations, as guided by the Investment Policy, effectively safeguard its capital while providing operating liquidity and market-rate earnings. MTA recommends re-certification of the investment policy every two to three years to ensure the policy contains updated practices and/or laws pertaining to investment. The latest certification award was received in February 2011.

Conclusion

The US economy is experiencing the unprecedented uncertainty. The Fed has held rates at record lows and experts say a rate hike by the Fed is unlikely until sometime in 2014.

For the coming year, we will continue to seek permitted investment instruments to gain higher returns while following the guidelines of safety, liquidity, and yield as established by the City's Investment Policy.

Recommendation

Receive and file the 2011-12 Annual Investment Report.

By: ______________________
Joseph Leon
City Treasurer

By: ______________________
Annie Yaung, CPFO
Financial Services Manager

By: ______________________
Paul Talbot
City Manager

S:\Cashmgmt\Annual Invest Report\2011-12 Invest Report.doc

EXHIBIT A

CITY OF MONTEREY PARK
CERTIFICATES OF DEPOSIT

INSTITUTION NAME	AMOUNT	INTEREST RATE	MATURITY DATE
INVESTMENTS:			
AMERICAN PLUS BANK	99,000.00	0.650%	01/11/13
ASIAN PACIFIC NATIONAL BANK	100,000.00	1.050%	08/10/12
ASIAN PACIFIC NATIONAL BANK	140,000.00	0.900%	03/01/13
CATHAY BANK	100,000.00	1.000%	08/14/12
CATHAY BANK	150,000.00	1.100%	10/07/12
EAST WEST BANK	250,000.00	1.140%	11/10/12
EVERTRUST BANK	100,000.00	0.944%	11/09/12
EVERTRUST BANK	150,000.00	0.945%	10/06/12
FIRST CHOICE BANK	240,000.00	1.340%	08/06/12
FIRST GENERAL BANK	200,000.00	0.990%	08/04/12
PACIFIC WESTERN BANK	200,000.00	0.900%	10/21/12
PREFERRED BANK	100,000.00	0.900%	06/06/13
PREFERRED BANK	140,000.00	0.970%	03/03/13
TOMATO BANK, N.A.	100,000.00	1.140%	03/04/13
TOMATO BANK, N.A.	140,000.00	1.140%	02/04/13
U.S BANK	200,000.00	0.850%	05/11/13
AMERICAN EXP CENTURION BANK	240,000.00	0.95%	06/10/13
BARCLAYS BANK	240,000.00	0.90%	12/09/13
BANK OF CHINA	240,000.00	0.80%	06/07/13
CIT BANK	240,000.00	1.05%	12/16/13
GE CAPITAL RETAIL BANK	240,000.00	1.00%	09/09/13
GOLDMAN SACHS BANK USA	240,000.00	0.85%	06/07/13
SAFRA NATIONAL BANK	240,000.00	0.80%	12/16/13
SALLIE MAE BANK	240,000.00	0.90%	12/16/13
BMW NORTH AMER BANK	240,000.00	1.00%	11/13/13
Total CDs	$ 4,569,000.00		

City of Monterey Park

Investment Policy

Updated August 2012

CITY OF MONTEREY PARK
INVESTMENT POLICY

I. PURPOSE

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

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

II. SCOPE

The policy shall direct the investment of the City's temporarily idle monies for all funds that are accounted for in the City's Comprehensive Annual Financial Report, including the general fund, special revenue funds, capital project funds, debt service funds, fiduciary funds, and proprietary funds. Employee deferred compensation, pension, and bond reserves are not managed by the City and are not subject to the City's Investment Policy.

The policy shall also direct all investments related to the Monterey Park Community Redevelopment Agency, the Monterey Park Public Financing Authority, and the Monterey Park Housing Authority. For purposes of investments made for the Monterey Park Community Redevelopment Agency, the Monterey Park Public Financing Authority and the Monterey Park Housing Authority, all references made to the City Treasurer shall also mean the appointed Treasurer(s) of each respective entity.

III. INVESTMENT OBJECTIVES

Criteria for selecting investments and the order of priority are:

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

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

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

IV. TREASURY COMMITTEE

The Policy provides for the creation of a Treasury Committee ("The Committee"). The Committee is comprised of the City Treasurer, the City Manager, and the Financial Services Manager. The Committee shall meet periodically and perform the following:

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

V. INVESTMENT PROCEDURES AND RESPONSIBILITY

- An Investment Procedures Manual is established to guide staff with day-to-day investment operations. The Manual includes procedural elements such as cash position review, investment selection, investment transaction, investment recording, and investment reporting. Because the vacant Director of Management Services position has been indefinitely frozen per City Council, the investment functions and responsibility for the Director of Management Services is assigned to the Financial Services Manager.

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

- The City Treasurer appoints the Financial Services Manager as Deputy City Treasurer with responsibility for the implementation and supervision of investment controls and operations.

- The Financial Services Manager is responsible for the following: approving daily investment transactions, developing the projections of the City's cash requirements for operating needs, reviewing the liquidity position of the investment portfolio, ensuring that the citywide cash position is consistent with operating requirements, preparing appropriate investment reports for review by the Committee, and developing, implementing and monitoring controls over investments.

- The Accountant and the Account Clerk will assist the Financial Services Manager in the report preparation, execution of and recordkeeping for investment transactions.

ETHICS AND CONFLICTS OF INTEREST

VI. ALLOWABLE INVESTMENTS

- All investments shall conform to the California State Government Code Sections 53600 et. Seq. and this investment policy.

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

VII. SELECTION OF FINANCIAL INSTITUTIONS AND DEALERS

- The Treasury Committee shall maintain an approved list of primary security dealers and brokers and government-sponsored investment pools. The Committee will review and amend the approved list periodically to ensure that the institutions continue to meet the selection criteria.

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

- Purchases of investments shall, whenever practical, be made directly from the issuer, from a member of a federally regulated securities exchange, from a national or state-chartered bank, or from a brokerage firm.

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

- Only primary dealers registered with the Federal Reserve Bank of New York shall be used for Broker/Dealer instrument transactions.

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

VIII. SAFEKEEPING AND CUSTODY

- Investments evidenced by physical or book-entry securities shall be secured through third-party custody and safekeeping procedures or under a tripartite agreement (Does not apply to insured C.D.'s, money market funds and the Local Agency Investment Fund).

- All transactions described above shall be executed on a delivery versus payment basis.

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

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

INVESTMENT POOLS/MONEY MARKET MUTUAL FUNDS

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

IX. COLLATERALIZATION

Certificates of Deposits (CD) - The City shall require any commercial bank or savings and loan association to deposit eligible securities with an Agent of a Depository approved by the Department of State Banking to secure any uninsured portion of a non-negotiable certificate of deposit:

- The value of eligible securities as defined pursuant to Government Code Section 53651, pledged against a certificate of deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

- Repurchase Agreements - The City requires that repurchase agreements shall be collateralized by securities authorized by this policy.

- A master repurchase agreement is required for all repurchases.

- The market value of securities which collateralize the repurchase agreement shall be valued at 102% of the funds borrowed against those securities, plus a margin. This margin shall be related to the risk inherent in the underlying securities and shall vary depending upon type of collateral and maturity dates.

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

- The City shall receive monthly statements of collateral.

X. MATURITY

- The City shall not make any new investments in instruments with stated remaining maturities that exceed the terms specified in Attachment A ("Allowable Investments") at the time of purchase. Overall, no investment will have a maturity of more than three years from its date of purchase.

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

XI. LIQUIDITY

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

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

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

- A liquidity base equal to the forecasted cash needs for one-hundred and eighty (180) days should be maintained whenever practical.

XII. DIVERSIFICATION

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

XIII. COMPETITIVE BIDDING

- The purchase or sale of securities should be made on the basis of competitive bids. A minimum of three bids, from a list of eligible dealers and/or banks should be obtained and documented. Exceptions to this policy may be granted by two (2) members of The Committee when competitive bids are not practical. Reasons for granting exceptions to the competitive bid process should be stated.

XIV. REPORTING

- The Treasurer shall report to the City Council on a monthly and annual basis.
- The monthly investment report submitted to the City Council will contain the following:
    - An investment inventory including types and amounts of investments, issuing financial institutions and maturities
    - Average maturity of the portfolio
    - Average total yield to maturity of the portfolio
    - Current market value of investments with maturities of more than 12 months
    - A statement indicating that the City can meet its expenditure requirements for the upcoming 180 days
    - A statement indicating that the portfolio complies with the City's Investment Policy
    - Percent of portfolio invested by type of instrument
    - Comparison of portfolio performance to the average yield rate for the three-month treasury bill
    - Written explanations for any variances to policy

- On a quarterly basis, a description of funds, investments, or programs that are under the management of contracted parties, including current market values as of the date of the report and source of valuation, shall be submitted to the City Council.

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

XV. PRUDENCE

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

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

XVI. INTERNAL CONTROLS

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

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

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

XVII. <u>INVESTMENT GUIDELINES POLICY ADOPTION</u>

- At the direction of the Treasurer, the City's Investment Policy shall be reviewed and updated annually by the Committee to reflect changes in the California State Codes, general market conditions or to provide further clarification of the City's policies. The Investment Policy shall be adopted by the City Council annually.

Glossary of Terminology

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Master Repurchase Agreement: A written contract covering all future transactions between the parties to repurchase--reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer lender to **liquidate** the underlying securities in the event of default by the seller-borrower.

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

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

Portfolio: Collection of securities held by an investor.

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

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

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

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

Repurchase Agreement (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the **"seller"** money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

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

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

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

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

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

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

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

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

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

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

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

CITY OF MONTEREY PARK
FINANCIAL INSTITUTIONS

Section I – Certificates of Deposit

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

Section II – Government Investment Pools

Local Agency Investment Fund (State of California) Investment Pools

Section III - Primary Security Dealers

Name	Address
Bank of America Securities Inc. (City's service bank)	300 S. Grand, 19th Floor, Los Angeles, CA 90071 (213) 229-1138
Morgan Stanley	245 Lytton Avenue, #200 Palo Alto, CA 94301 (800) 755-8081
Wells Fargo Bank, N.A	333 S. Spring Street Los Angeles, CA 90013 (213) 972-0828
Merrill Lynch Government Securities, Inc.	350 S. Grand Avenue, 28th Fl. Los Angeles, CA 90071 (213) 236-2047
Bank of the West/BNP Paribas	300 S. Grand Avenue, 5th Floor Los Angeles, CA 90017 (213) 972-0606 Dennis Blair

Consent Calendar
Agenda Item 8

Staff Report City of Monterey Park

DATE: AUGUST 15, 2012

TO: PAUL TALBOT, CITY MANAGER

FROM: ELIAS SAYKALI, DIRECTOR OF PUBLIC WORKS

SUBJECT: LAND AND WATER CONSERVATION FUND RESOLUTION

The National Park Service through the State of California Department of Parks and Recreation administer competitive grant funds to provide for outdoor recreation. The grant program, the Land and Water Conservation Fund (LWCF), requires applicants to adopt a resolution that approves the grant application for submittal and certifies assurances such as the availability of matching local funds and the property to be developed with grant funds retaining public outdoor recreation use for perpetuity.

DISCUSSION:

The California Department of Parks and Recreation annually administers the Land and Water Conservation Fund (LWCF) competitive grant that would pay for the acquisition or development of outdoor recreation areas. The grant is federal funds that are generated from federal recreation fees and taxes and is allocated to the states annually until 2015. Grant applications are evaluated based on the Statewide Comprehensive Outdoor Recreation Plan (SCORP) that identifies the needs and new opportunities for recreation improvements and sets forth an implementation program to meet recreation goals identified by the citizens and elected leaders. SCORP criteria include urban developments close to where people live and work, new kinds of outdoor recreation areas in neighborhoods with high-density housing, and projects that incorporate sustainability materials and design.

Eligible projects include both construction of new and/or renovation of existing facilities for public outdoor recreation. Staff proposes to submit an application for the development of a dog park at Elder Park.

For local jurisdictions there is no minimum or maximum grant amount. However, a 50% local match is required: one applicant dollar to one federal dollar. Successful applicants must fund the project in entirety and would be reimbursed for no more than half the project cost, (not to exceed the grant award amount).

The LWCF program is expected to provide nearly $2 million in grants for projects in California this year. Application deadline is November 1, 2012.

CEQA (California Environmental Quality Act):

Staff recommends the City Council find this matter exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq.*) in that it is not a "project" for purposes of CEQA, as that term is defined by 14 California Code of Regulations § 15378. Specifically, this matter constitutes government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment (Cal. Code Regs. Title 14 § 15378(b)(4)). In addition, this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment (Cal. Code Regs. Title 14 § 15378(b)(5)). Further, even if this matter was deemed a "project" and therefore subject to CEQA, the matter would be exempt as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (Cal. Code Regs. Title 14 § 15061(b)(3)).

FISCAL IMPACT:

The preliminary cost estimate for the development of the dog park is $100,000. Under the LCWF grant program the City's share of cost would be $50,000.

RECOMMENDATION:

Staff requests that City Council adopt the resolution to authorize the submittal of the LWCF application and to authorize the Director of Public Works to act on behalf of the City in matters pertaining to the grant.

By: ______________________ Elias Saykal, Director of Public Works

Approved: ______________________ Paul Talbot, City Manager

RESOLUTION NO. _______

A RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPLY FOR, ACCEPT, AND ALLOCATE MONIES FROM A GRANT WITH THE LAND AND WATER CONSERVATION FUND FOR ELDER DOG PARK.

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

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

A. Public Law 88-578 authorizes the federal Land and Water Conservation Fund Grant-In-Aid program, providing matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes;

B. The California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing Applications by local agencies under the program;

C. Said adopted procedures established by the State Department of Parks and Recreation require the City to certify by resolution the approval of applications and the availability of eligible matching funds before submission of said Applications to the State;

D. The proposed Elder Dog Park Project is consistent with the most recent *California Outdoor Recreation Plan (*CORP*)*; and

E. The Project must be compatible with the land use plans of those jurisdictions immediately surrounding Project.

SECTION 2. The City Council authorizes the City Manager, or designee, to file an Application for Land and Water Conservation Fund assistance.

SECTION 3. The City Council agrees to abide by section 6(f)(3) of Public Law 88-578 which states "No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location."

SECTION 4. The City Council certifies that said agency has Matching funds from eligible source(s) and can finance 100 percent of the Project, which up to half may be reimbursed.

SECTION 5. The City Council certifies that the Project is compatible with the land use plans of those jurisdictions immediately surrounding the Project.

SECTION 6. The City Council appoints the City Manager as agent of the City of Monterey Park to conduct all negotiations and execute and submit all documents, including, without limitation, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned Project.

SECTION 7. The City Manager, or designee, is authorized to execute any required documents to receive the grant for the purposes identified herein.

SECTION 8. The City Manager, or designee, is authorized to accept and spend the grant monies identified in this Resolution for the purposes set forth herein.

SECTION 9. The City Council hereby amends or supplements the City's Budget for fiscal year 2011-2012 or, if applicable, fiscal year 2012-2013 to appropriate the monies identified herein to pay for the retention plan proposed by the City in support of its grant application. The City Manager, or designee, is authorized to implement the purpose of this section.

SECTION 10. This Resolution will become effective upon adoption.

PASSED, APPROVED, AND ADOPTED this 15th day of August, 2012.

Mitchell Ing, Mayor
City of Monterey Park,
California

Approved as to form:
Mark D. Hensley, City Attorney

By:

Attest:

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

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 day of , 2012, by the following vote:

Ayes:
Naes:
Absent:
Abstain:

Dated this 15th day of August, 2012.

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

Consent Calendar
Agenda Item 9

STAFF REPORT City of Monterey Park

DATE: August 15, 2012

TO: PAUL TALBOT, CITY MANAGER

FROM: ELIAS SAYKALI, DIRECTOR OF PUBLIC WORKS/ CITY ENGINEER

SUBJECT: 2012 VARIOUS STREET RESURFACING – ACCEPTANCE OF WORK AND FINAL PAYMENT

DISCUSSION:

On April 4, 2012, the City Council awarded a contract to All American Asphalt in the amount of $549,000.00 for the 2012 Various Street Resurfacing project. The project involved the resurfacing of various residential streets that are in need of rehabilitation as identified in the City's Pavement Management Study and by the City's street maintenance crews. The work included cold milling the existing asphalt pavement and constructing a rubberized asphalt overlay; repairing localized pavement failures; adjusting utility covers to grade; constructing new ADA curb ramps; replacing traffic loop detectors; restoring traffic striping and pavement markings; and providing and maintaining traffic control during construction.

The streets resurfaced included the following:

1. Bleakwood Avenue from Floral Drive to Cesar Chavez Avenue
2. Briercliff Way from Ridge Crest Street to Crest Vista Drive
3. Brightwood Street from Atlantic Boulevard to Grandridge Avenue
4. College View Drive from Valley Vista Drive to Floral Drive
5. Crest Vista Drive from Brightwood Street to Floral Drive
6. Wilcox Avenue from Langley Way to El Repetto Drive
7. Gleason Street from Hillview Avenue to Sadler Avenue
8. Hillview Avenue from Fernfield Drive to Riggin Street
9. Sadler Avenue from Fernfield Drive to Hillview Avenue
10. Zaring Street from Sadler Avenue to West End

The final cost of the project was $577,276.16, which included $28,276.16 for additional tonnage of asphalt needed to repair pavement failures on Sadler Avenue and adjustment of 4 additional manholes. The completed work has been inspected and approved by the Public Works Department.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This project has been determined to be Class 2 Categorically Exempt pursuant to the Environmental Quality Act of 1970.

FISCAL IMPACT:

The final cost of the work is $577,276.16. The project is funded by Traffic Congestion Relief Funds (AB 2928) and Prop 1B funds totaling $604,000.

RECOMMENDATION:

It is recommended that the City Council accept the 2012 Various Street Resurfacing project completed by All American Asphalt and authorize staff to file a Notice of Completion and pay the final retention billing.

By ______________________ Approved ______________________

ELIAS SAYKALI
Director of Public Works/City Engineer

PAUL TALBOT
City Manager

Consent Calendar
Agenda Item 10

STAFF REPORT City of Monterey Park

DATE: August 15, 2012

TO: PAUL TALBOT, CITY MANAGER

FROM: ELIAS SAYKALI, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: 2012 VARIOUS STREET RESURFACING II - AWARD OF CONTRACT

The Engineering Division prepared bid specifications and solicited bids for the 2012 Various Street Resurfacing II Project. Staff has completed the bidding process and is recommending the award of contract to Sully Miller Contracting Company in the amount of $996,500.00.

DISCUSSION:

The project involves the resurfacing of various streets that are in need of rehabilitation as identified in the City's Pavement Management Study and by the City's street maintenance crews. The work includes cold milling the existing asphalt pavement and constructing a rubberized asphalt overlay; adjusting utility covers to grade; constructing new ADA curb ramps; replacing traffic loop detectors, restoring traffic striping and pavement markings; and providing and maintaining traffic control during construction.

The streets to be resurfaced include the following:

1. Abajo Drive from Vagabond Road to Verde Vista Drive
2. Alhambra Avenue from Hellman Avenue to Emerson Avenue
3. Alhambra Avenue from Newmark Avenue to Graves Avenue
4. Alhambra Avenue from Mooney Drive to South End
5. Cecil Street from Graves Avenue to Lincoln Avenue
6. Floral Drive from Vancouver Avenue to Atlantic Boulevard
7. Garvey Avenue from Hitchcock Drive to Atlantic Boulevard
8. Grandridge Avenue from Garfield Avenue to El Repetto Drive
9. McPherrin Avenue from Avondale Avenue to Emerson Avenue
10. Mooney Drive from Russell Avenue to Sefton Avenue
11. Sefton Avenue from Graves Avenue to Mooney Drive
12. Verde Vista Drive from Casuda Canyon Drive to Abajo Drive

On August 2, 2012, staff received a total of seven bids. A summary of the bids is as follows:

RANK	BIDDER	BID AMOUNT
1	SULLY MILLER CONTRACTING CO.	$996,500.00
2	HARDY & HARPER, INC.	$1,030,000.00
3	SILVIA CONSRUCTION, INC.	$1,030,298.50
4	GENTRY BROTHERS, INC.	$1,038,450.00
5	ALL AMERICAN ASPHALT	$1,065,279.00

6	EXCEL PAVING CO.	$1,099,112.00
7	EC CONSTRUCTION	$1,106,679.00

The bid submitted by Sully Miller Contracting Company is the lowest responsive bid from a responsible bidder. The contractor's license was verified with the California State Contractor's License Board to be current, active and in good standing. Staff also checked the contractor's references and found that they are a reputable contractor. Sully Miller has performed street resurfacing work for numerous Los Angeles area cities including Long Beach, Torrance, Cerritos, and Monterey Park in 2010.

CEQA (California Environmental Quality Act):

This project has been determined to be Class 1 Categorical Exempt pursuant to the California Environmental Quality Act (CEQA).

FISCAL IMPACT:

The project will be funded with Proposition 1B ($355,000) and LACMTA ($618,000) funds totaling $973,000. Adding a 10% contingency of $100,000 to the low bid for unforeseen construction changes, the estimated total project cost is $1,096,500. Therefore, an additional allocation of $123,500 in available Measure R funds will be required to complete the project.

RECOMMENDATION:

It is recommended that the City Council:

1. Award the contract for the 2012 Various Street Resurfacing II project to the lowest bidder, Sully Miller Contracting Company of Brea, in the amount of $996,500.00; and
2. Allocate an additional $123,500 in Measure R funds to cover the cost of the project.

By: ______________________
Elias Saykali
Director of Public Works/City Engineer

By: ______________________
Annie Yaung
Finance Manager

Approved: ______________________
Paul Talbot
City Manager

ATTACHMENTS: Low Bidder Results

City of Monterey Park
California

PROPOSAL FOR

2012 VARIOUS STREET RESURFACING II

SPECIFICATION NO. 801

The undersigned, as bidder, declares that he or she has carefully examined the location of the proposed work, the proposed form of agreement, and the plans and specifications herein referred to. He or she proposes and agrees that, if this proposal is accepted, he or she will contract with the City of Monterey Park to provide all equipment, materials and labor to the satisfaction, and under the supervision of, the City Engineer at the following prices.

It is understood that the time within which the above-mentioned work must be completed by the undersigned is fixed at **40 working days** starting from the day after the issuance of the Notice to Proceed.

Schedule A (Prop 1B)

Item No.	Quantity	Unit	Description
1.	4,500	TON	Construct 2" THICK ASPHALT RUBBERIZED HOT MIX (ARHM) overlay, complete and in place, the sum of:
	eight six dollars		86.
	Words, per TON		Figures
			Total (Figures) $387,000
2.	143,000	SF	COLD MILL EXISTING ASPHALT CONCRETE, 6-FEET-WIDE, 0" TO 2" DEEP TAPER, complete and in place, the sum of:
	Nineteen Cents		.19
	Words, per SF		Figures
			Total (Figures) $27,170.

Item No.	Quantity	Unit	Description
3.	15,300	SF	COLD MILL EXISTING ASPHALT CONCRETE, 2" THICK, FULL WIDTH STREET, complete and in place, the sum of: forty cents — Words, per SF .40 — Figures Total (Figures) $6,120
4.	200	SF	Remove and reconstruct ASPHALT CONCRETE PAVEMENT, 6-INCH-DEEP, complete and in place, the sum of: five dollar fifty cents — Words, per SF 5.50 — Figures Total (Figures) $1,100
5.	50	LF	Remove and reconstruct CURB & GUTTER, complete and in place, the sum of: Thirty four dollar — Words, per LF 34 — Figures Total (Figures) $1,700.
6.	21	EA	Construct ADA CURB RAMP, including detectable warning panels, complete and in place, the sum of: seventeen hundred fifty dollar — Words, per EA 1,750. — Figures Total (Figures) $36,750.
7.	46	EA	Adjust MANHOLE COVER TO GRADE, complete and in place, the sum of: three hundred dollar — Words, per EA 300. — Figures Total (Figures) $13,800.

Item No.	Quantity	Unit	Description
8.	43	EA	Adjust WATER VALVE TO GRADE, complete and in place, the sum of:

one hundred dollars — 100.

Words, per EA — Figures

Total (Figures) 4,300

Item No.	Quantity	Unit	Description
9.	2	EA	Furnish and install TRAFFIC LOOP DETECTION, complete and in place, the sum of:

three hundred fifty dollars — 350.

Words, per EA — Figures

Total (Figures) $ 700

Item No.	Quantity	Unit	Description
10.	1	Lump Sum	Furnish and install TRAFFIC STRIPING & PAVEMENT MARKINGS, complete and in place, the sum of:

twenty thousand one hundred ninety dollars — 20,190. ~~19,000~~ RS

Words, per Lump Sum — Figures

Total (Figures) $ ~~19,000~~ RS 20,190

Item No.	Quantity	Unit	Description
11.	1	EA	Remove and reconstruct SPEED HUMP, complete and in place, the sum of:

two thousand dollars — 2000.

Words, per EA — Figures

Total (Figures) $2,000.

Item No.	Quantity	Unit	Description
12.	2	EA	Furnish and install PROJECT SIGN complete and in place, the sum of:

five hundred dollars — 500.

Words, per EA — Figures

Total (Figures) $ 1,000.

TOTAL SCHEDULE A (Items #1 through #12)	
five hundred one thousand eight hundred thirty dollars	501,830. ~~500,640~~
WORDS	FIGURES

Schedule B (LACMTA)

Item No.	Quantity	Unit	Description
13.	4,850	TON	Construct 2" THICK ASPHALT RUBBERIZED HOT MIX (ARHM) overlay complete and in place, the sum of:
	eighty six dollars		86.
	Words, per TON		Figures
			Total (Figures) $ 417,100.
14.	135,000	SF	COLD MILL, 0" TO 2" DEEP TAPER complete and in place, the sum of:
	nineteen cents		.19
	Words, per SF		Figures
			Total (Figures) $ 25,650.
15.	3,000	SF	Remove and reconstruct ASPHALT CONCRETE PAVEMENT, 6-INCH-DEEP complete and in place, the sum of:
	five dollars fifty cents		5.50
	Words, per SF		Figures
			Total (Figures) $ 16,500
16.	80	LF	Remove and reconstruct CURB & GUTTER complete and in place, the sum of:
	thirty four dollars		34.
	Words, per LF		Figures
			Total (Figures) $ ~~2,750.~~ 2,720.

17.	2	EA	Construct ADA CURB RAMP, including detectable warning panels, complete and in place, the sum of:

seventeen hundred fifty dollars — 1,750.

Words, per EA — Figures

Total (Figures) $ 3,500

18.	18	EA	Adjust MANHOLE COVER TO GRADE, complete and in place, the sum of:

Three hundred dollars — 300.

Words, per EA — Figures

Total (Figures) $ 5,400.

19.	13	EA	Adjust WATER VALVE TO GRADE, complete and in place, the sum of:

One hundred dollars — 100.

Words, per EA — Figures

Total (Figures) 1,300.

20.	10	EA	Furnish and install TRAFFIC LOOP DETECTION, complete and in place, the sum of:

Three hundred fifty dollars — 350.

Words, per EA — Figures

Total (Figures) $ 3,500

21.	1	Lump Sum	Furnish and install TRAFFIC STRIPING & PAVEMENT MARKINGS, complete and in place, the sum of:

eighteen thousand dollars — 18,000. ~~17,000~~

Words, per Lump Sum — Figures

Total (Figures) $ ~~17,000~~ 18,000.

22.	2	EA	Furnish and install PROJECT SIGN complete and in place, the sum of:

five hundred dollars — 500.

Words, per EA — Figures

Total (Figures) $ ~~500.~~ 1,000.

TOTAL SCHEDULE B (Items #13 through #22)

four hundred ninety four thousand six hundred seventy dollars — 494,670.

~~493,670.~~ RS

WORDS — **FIGURES**

TOTAL BASE BID PRICE (SCHEDULE A + SCHEDULE B = Items #1 through #22)

nine hundred ninety six thousand five hundred dollars — 996,500.

~~994,310.~~ RS

WORDS — **FIGURES**

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

Alternate Bid Item

Item No.	Quantity	Unit	Description
1.	9,350	TON	Construct 2" THICK ASPHALT CONCRETE (AC) overlay complete and in place, the sum of:

Seventy Five dollars — 75

Words, per TON — Figures

Total (Figures) $701,250

Accompanying this bid is $Bidder's Bond ("cash," "cashier's check," or "bidder's bond"– underline one), in an amount equal to at least ten percent (10%) of the total bid.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed, and based on the **Total Base Bid Price** without consideration of the amounts of the alternate bid item.

If awarded the contract, the undersigned agrees that should he or she fail to execute the required contract, and file the necessary bonds and insurance certificates within ten (10) days (excluding Saturdays, Sundays and legal holidays) after the City Engineer has mailed notice of the award of contract to him or her, the proceeds of the security accompanying this bid shall become the property of the City of Monterey Park. This bid and the acceptance hereof may then, at the City's option, be considered null and void.

If an individual, so state; if a partnership, state the firm name and give the names of all individual partners, limited and general; if a corporation, state the names of the president, secretary, treasurer and manager, if any.

NAME OF CONTRACTING FIRM Sully-Miller Contracting Company

ADDRESS 135 S. State College Blvd., Ste. 400
Brea, CA 92821

TELEPHONE (714) 578-9600 FAX (714) 578-9672

STATE LICENSE NO. 747612-A, C-10 EXPIRATION DATE March 31, 2014

FEDERAL TAX IDENTIFICATION NUMBER 33-0787630

SIGNATURE OF BIDDER (S) [signature]

Raymond Sanchez, Assistant Secretary

DATE July 25, 2012

Consent Calendar
Agenda Item 11

STAFF REPORT City of Monterey Park

DATE: August 15, 2012

TO: PAUL TALBOT, CITY MANAGER

FROM: ELIAS SAYKALI, DIRECTOR OF PUBLIC WORKS/ CITY ENGINEER

SUBJECT: INSTALLATION OF WAYFINDING SIGNS AND BUS SHELTERS – ACCEPTANCE OF WORK AND FINAL PAYMENT

DISCUSSION:

On April 4, 2012, the City Council awarded a contract to ND Electrical Construction Inc. in the amount of $200,079.60 for the Installation of Wayfinding Signs and Bus Shelters. The project involved the installation of decorative signs and sign posts to guide residents and visitors to key destinations throughout the City. The destinations include various city facilities, parks, hospitals and shopping areas. The project also included the installation of several new bus shelters at various locations. The signs and bus shelters were installed at various points along Atlantic Boulevard, Garvey Avenue, and Garfield Avenue.

The final cost of the project was $219,567.40, which included an extra $19,487.80 for the installation of eight additional custom signs and posts. The completed work has been inspected and approved by the Public Works Department.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This project has been determined to be Class 2 Categorically Exempt pursuant to the Environmental Quality Act of 1970.

FISCAL IMPACT:

The final cost of the work is $219,567.40. The project will be funded by MTA Grant Funds and Prop C Local Return funds totaling $220,000.

RECOMMENDATION:

It is recommended that the City Council accept the Wayfinding Signs and Bus

Shelters installed by ND Electrical Construction, Inc. and authorize staff to file a Notice of Completion and pay the final retention billing.

By ______________________ Approved ______________________

ELIAS SAYKALI
Director of Public Works/City Engineer

PAUL TALBOT
City Manager

Consent Calendar
Agenda Item 12

Staff Report City of Monterey Park

DATE: AUGUST 15, 2012

TO: PAUL TALBOT, CITY MANAGER

FROM: ELIAS SAYKALI, DIRECTOR OF PUBLIC WORKS

SUBJECT: AWARD OF CONTRACT FOR CITYWIDE MEDIAN MAINTENANCE

The City's contract with ADCO Services to maintain the landscaping and irrigation in most of the City's street medians has expired. Staff has completed an open bid process and is recommending the award of a new contract to Complete Landscape Care Inc. of Whittier.

DISCUSSION:

The contract with ADCO Services was originally in the amount of $45,360; however due to City budget cuts in August 2009, the contract was reduced to $25,360 and City staff took over maintenance of the turf areas and irrigation. The contract with ADCO Services expired in December 2011, but has been continuing on a month-to-month basis.

The Request for Proposal (RFP) for a new contract called for comprehensive maintenance of the landscaping and irrigation in 68 street medians, covering approximately 370,000 square feet of landscaped area. The new contract will be good for 3 years, and include an option for 2-year extensions.

The RFP for the CITYWIDE MEDIAN MAINTENANCE PROGRAM was released on March 18, 2012, and circulated via regular and electronic mail to 15 companies identified as landscape contractors or that expressed interest in working for the City. On May 24, 2012, the City received 5 bid proposals as follows:

Proposer	Monthly Rate	Total Cost per Year
ADCO Services	$4,650.00	$55,800.00
Valley Crest	$10,100.00	$121,000.00
Mariposa Landscapes, Inc.	$5,978.00	$71,736.00
Complete Landscape Care	**$3,500.00**	**$42,000.00**
Marina Landscape Inc	$5,698.11	$68,377.33

The bid submitted by Complete Landscape Care (CLC) is the lowest responsive bid from a responsible bidder. There was a minor irregularity in the grand total amount shown in CLC's bid proposal, which stated the monthly rate total and not the calculated yearly total. A signed confirmation letter was submitted by CLC verifying the yearly total cost of $42,000. This error did not affect the bid rankings; therefore, the irregularity is waived.

CLC has all of the proper licenses for chemical and pesticide spraying as required by Federal, State and local laws and regulations. Staff also checked the contractor's references and found that they are a highly reputable contractor.

Staff has requested that maintenance of the landscaping at Cascade Park and the El Encanto Building be included in the contract, under the guidelines submitted in the Median Maintenance proposal. CLC submitted a monthly rate for those locations in the amounts of $1,025 and $275, respectively.

CEQA (California Environmental Quality Act):

There are no CEQA requirements involved in the award of contract for median maintenance.

FISCAL IMPACT:

The annual cost for the Median Maintenance Program ($42,000) including Cascade Park ($12,300) and the El Encanto Building ($3,300) will be $57,600. The contract does not include replacement of irrigation parts and equipment which is estimated at $5,000. Therefore, the grand total is estimated at $62,600

Funding for this contract is available from Contract Services and the freezing of a recently retired park maintenance worker position.

RECOMMENDATION:

Award the Median Maintenance Program contract to Complete Landscape Care Inc. and authorize the City Mayor to sign on behalf of the City.

By: ______________________
Elias Saykali
Director of Management Services

Approved: ______________________
Paul Talbot
City Manager

Bid for a City-Wide Median Maintenance Program

Presented to

City of Monterey Park
Public Works
Park Division

Submitted By

Complete Landscape Care, Inc.

"Greener Cities are Cleaner Cities"

May 24, 2012

COMPLETE
LANDSCAPE CARE INC.

May 24, 2012

City of Monterey Park
City Clerk's Office
320 W. Newmark Avenue
Monterey Park, CA. 91754

RE: Bid for City-Wide Median Maintenance Program

Dear Sirs and Mesdames:

Complete Landscape Care, Inc. considers it an honor to be in a position to submit this Bid for a City-Wide Median Maintenance Program to the City of Monterey Park.

If we are the successful bidder, please be assured that the City of Monterey Park will have our total commitment to provide the services specified in the RFP in a manner that meets and exceeds the City's expectations. We are known by our attention to quality and for the personal commitment that we make to every customer who grants us the privilege to be their Landscape Maintenance Service Provider. If given the opportunity, we will demonstrate to the City of Monterey Park that our reputation is well deserved.

Should you have any technical questions related to this Proposal, please direct them to our Operations Manager, Mr. Richard Meraz, whom you may reach through our switchboard, or directly via cell phone: (562) 755-1692.

On behalf of our valued employees, I thank you for the opportunity of tendering this Bid to be of service to the City of Monterey Park.

Respectfully,

John A. Telesio
Director of Corporate Development

TABLE OF CONTENTS

BID COVER SHEET

CONTRACTOR'S BID TO PROVIDE SERVICES

In compliance with the REQUEST FOR BID, the undersigned hereby agrees to furnish all labor, materials, and equipment to perform the services in the proposed CONTRACT, which is enclosed herewith; and to do so in strict accordance with the provisions of the proposed CONTRACT.

ENCLOSURES:

A. A REQUEST FOR BID, dated and signed by the CONTRACTOR;

B. A sample CONTRACT with attachments prepared on the CITY's form; and

C. Addenda: Cashier's Check/Financial Information/Brochure.

The undersigned CONTRACTOR declares that the only persons or parties interested in this BID as principals are those named herein; that the BID is made without collusion with any other person, firm, or corporation; that CONTRACTOR has carefully examined the locations therein referred to; and CONTRACTOR proposes, and agrees if this BID is accepted, that CONTRACTOR will execute a Contract with the CITY of MONTEREY PARK in the form annexed hereto to provide all necessary labor, machinery, tools, and to do all work and provide materials required as specified in the Contract documents according to the requirements of the CITY of MONTEREY PARK as set forth; and that the CONTRACTOR will take as payment at the unit prices described in the Contract documents, as payment in full for the performed scope of work.

The undersigned CONTRACTOR certifies that CONTRACTOR is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, sub-CONTRACTORs and consultants that are included in this CONTRACT.

SIGNATURE OF CONTRACTOR
This document is signed by an individual clearly authorized to bind the CONTRACTOR.

CONTRACTOR: Complete Landscape Care, Inc.

ADDRESS: 13316 Leffingwell Rd., Whittier, CA. 90605

PHONE/FAX: Ph: (562) 946-4441 Fax: (562) 941-9943

by [signature] May 24, 2012

SIGN John A. Telésio DATE

Director of Corporate Affairs

TITLE

BID FORM- SCHEDULE A
CITY LOCATIONS

Street	Limits	No. of Median Islands	Area (ft^2)			
			Area 1	Area 2	Area 3	Parkway
Casuda Canyon	Corporate Center	3	2020	910	1450	
W. Garvey Ave.	N. Garfield to N. Baltimore	2	1250	1270		
W. Garvey Ave.	N. Baltimore to N. Huntington	2	750	800		
W. Garvey Ave.	N. Huntington to N Mc Pherrin	1	3200			
W. Garvey Ave.	N. Mc Pherrin to N Ynez	1	3610			
W. Garvey Ave.	N Ynez to N. Moore	2	1600	750		
W. Garvey Ave.	N. Moore to N. Chandler	2	970	800		
W. Garvey Ave.	N. Chandler to N. Atlantic	2	1900	1320		
W. Garvey Ave.	N. Atlantic to Margurita	3	1200	3830	2780	
W. Garvey Ave.	Margurita to S. Electric	1	3500			
W. Garvey Ave.	S. Electric to Hitchcock	1	4260			
W. Garvey Ave.	Hitchcock to Fremont	1	3780			
W. Garvey Ave.	Monterey Pass to S. Abajo	2	430	6700		
W. Garvey Ave.	S. Abajo to Private Road	2	8120	2420		
W. Garvey Ave.	Private Road to Casuda Canyon	1	13540			
El Portal Blvd.	El Mercado	2	15440	12840		
Feliz St.	Verde Vista to Cul-de-sac	1	1210			
Monterey Pass	Garvey to Fremont	2	4370	1440		
Monterey Pass	Fremont Intersection	2	300	1940		
Monterey Pass	North of Garvey Bridge	1				15160
Monterey Pass	South of Garvey Bridge	1				20460
N. Atlantic Blvd.	Emerson to Hellman	2	510	1900		
N. Atlantic Blvd.	Emerson to Garvey	1	420			
N. Garfield Ave.	Hellman to Emerson	1	800			
New	City Limit to Hellman (west to east)	2	4910	13650		
New	Hellman to Emerson	1	1260			
Parking District 1		-	22974			
Parking District 2		-	78400			
Potrero Grande Dr.	Arroyo to Kenton Dr.	1	1730			
Riggin Ave.	S. Atlantic Blvd. to Collegian Ave.	1	860			
S. Atlantic Blvd.	Cesar Chavez to 1st	2	1420	530		
S. Atlantic Blvd.	Cesar Chavez to Floral	2	530	1230		
S. Atlantic Blvd.	Floral to Brightwood	2	550	370		

S. Atlantic Blvd.	Brightwood to El Repetto	1	300			
S. Atlantic Blvd.	Cadiz Intersection	1	660			
S. Atlantic Blvd.	Seville to El Reppeto	-				8320
S. Atlantic Blvd.	El Reppeto to Brightwood	-				24500
S. Atlantic Blvd. (East)	Brightwood to 1st Street	-				8660
S. Atlantic Blvd. (West)	Floral to 1st Street	-				2990
S. Garfield Ave.	Riggin to Fernfield	2	750	880		
S. Garfield Ave.	Fernfield to Pomona	1	220			
S. Garfield Ave.	Garvey to Newmark	-				720
S. Garfield Ave. (East)	Keller to El Reppeto	-				5600
S. Garfield Ave. (West)	Coral View to Isabella	-				5800
E. Garvey Ave.	New to Elizabeth	1	2800			
E. Garvey Ave.	Elizabeth to Florence	1	3600			
E. Garvey Ave.	Florence to Gladys	2	1800	1100		
E. Garvey Ave.	Gladys to N. Orange	1	1500			
E. Garvey Ave.	N. Orange to N. Rural	1	1700			
E. Garvey Ave.	N. Rural to N. Sierra Vista	1	2300			
E. Garvey Ave.	N. Sierra Vista to N. Alhambra	1	3000			
E. Garvey Ave.	N. Alhambra to N. Nicholson	2	700	2850		
E. Garvey Ave.	N. Nicholson to N. Lincoln	2	2500	3000		
E. Garvey Ave.	N. Lincoln to N. Garfield	1	4410			
	Total	68	212054	60530	4230	92210
	Total 369,024 square feet					

Bid Form – Schedule B

Irrigation	Unit Cost
1 inch brass electric remote control irrigation valve	$ 78.98
1 ½ inch brass electric remote control irrigation valve	$125.05
2 inch brass electric remote control irrigation valve	$157.85
12" x 18" rectangular valve box	$18.92
8" round valve box	$ 8.51
6" pop-up sprinkler (Toro or Rainbird)	$ 4.98
Standard shrub head with nozzle (Toro or Rainbird)	$1.43
Large turf rotor (Hunter I-40, etc.)	$ 59.87
Medium size turf rotor (Toro 300, Hunter PGP, etc.)	$ 8.27
Other materials used will be charged at cost +	15 %
Landscape	
1 Gallon Plant, planted	$ 5.75
5 Gallon Plant, planted	$ 17.50
1 flat potted color	$ 24.50
Other materials used will be charged at cost +	15 %
Labor	
Standard hourly rate for laborer	$ 20.00
Standard hourly rate for technician	$ 48.00
Standard hourly rate for Foreman	$ 37.00
Standard hourly rate for Supervisor	$ 55.00
*Overtime rate for laborer	$ 27.00
*Overtime rate for technician	$ 72.00
*Overtime rate for Foreman	$ 55.50

*Assumes over an 8 hour work day/ 40 hour work week and or 2 hour response for emergencies

A price sheet of all irrigation and landscape materials used by CONTRACTOR to be attached.

As requested, a Supplemental Price Sheet can be found as an insert following Bid Form, Schedule B.

Grand total bid in numbers for: City-Wide Median Maintenance Program

Monthly Price: $3,500.00

Grand total bid in words for: Same as above: Three Thousand, Five Hundred Dollars and No Cents.

The basis of award will be on a "Best Value" evaluation based on the criteria mentioned in the bid documents. The submitted bid will be used to help evaluate the cost of a comprehensive MEDIAN maintenance program.

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

Bid Form – Schedule B

Supplemental Price Sheet

Schedule of Pricing for Extra Work

Labor Rates

Supervisor:	*$72.00*
Extra's Foreman:	*$45.00*
Maintenance Foreman:	*$37.00*
Irrigation Repair Technician:	*$48.00*
Laborer:	*$20.00*

Plant Materials

Ground Cover (per Flat):	*$22.00*
Annual Color-Standard (per Flat):	*$24.50*
Annual Color-Special (per Flat):	*$28.00*
1 Gallon Shrub:	*$5.75*
5 Gallon Shrub:	*$17.50*
5 Gallon Shrub (Azalea, Camellia, Gardenia):	*$25.00*
15 Gallon Shrub:	*$85.00*
15 Gallon Tree:	*$95.00*
24" Box Tree:	*$250.00*

Marathon Sod:

Under 500 Sq. Ft (Price per ft.):	*$1.25*
Over 500 Sq. Ft. (Price per ft.):	*$1.15*
Mulch Application/Installed (price per yd.):	*$40.00*

CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL RESPONSIBILITY

In submitting this BID, the CONTRACTOR represents that CONTRACTOR has a demonstrated trustworthiness and possesses the quality, fitness and capability to perform the proposed CONTRACT in a manner that is satisfactory to the CITY. The CONTRACTOR represents that CONTRACTOR'S financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, and experience in dealing with public agencies all suggest that the CONTRACTOR is capable of performing the proposed CONTRACT and has a demonstrated capability to deal fairly and effectively with and to satisfy a public agency.

In support of these representations, CONTRACTOR shall set forth in herein:

A. Copies of the latest Annual Report, audited financial statements or balance sheets may be submitted under separate cover marked "CONFIDENTIAL."

Please find under separate cover marked "Confidential", financial information pertaining to Complete Care, Inc., as required hereunder.

Page 2
CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL RESPONSIBILITY
(Continued)

B. The names, addresses, and telephone numbers of four references for which the CONTRACTOR has performed, within the past five years, services that are similar in nature and scope to those described herein (please do not include the CITY of MONTEREY PARK as a reference).

1. City of Santa Fe Springs/11710 E. Telegraph Rd., Santa Fe Springs, CA. 90670
NAME AND ADDRESS OF REFERENCE

Forrest Kammerel (562) 868-0511
NAME AND TELEPHONE NUMBER OF REFERENCE CONTACT FAMILIAR WITH THE PROJECT

$83,942.00/month	Landscape Maintenance	Current/Ongoing
CONTRACT AMOUNT	TYPE OF WORK	DATE COMPLETED

2. City of Bell Gardens/7100 S. Garfield Blvd., Bell Gardens, CA. 90201
NAME AND ADDRESS OF REFERENCE

Kent Alston (562) 806-7771
NAME AND TELEPHONE NUMBER OF REFERENCE CONTACT FAMILIAR WITH THE PROJECT

$11,806.21/month	Landscape Maintenance	Current/Ongoing
CONTRACT AMOUNT	TYPE OF WORK	DATE COMPLETED

3. City of Fountain Valley/10200 Slater Ave., Fountain Valley, CA. 92708
NAME AND ADDRESS OF REFERENCE

Tony Vega (714) 593-4413
NAME AND TELEPHONE NUMBER OF REFERENCE CONTACT FAMILIAR WITH THE PROJECT

$6,577.99/month	Landscape Maintenance	Current/Ongoing
CONTRACT AMOUNT	TYPE OF WORK	DATE COMPLETED

4. County Sanitation Districts of L.A./2450 S. Figueroa St., Carson, CA. 90765
NAME AND ADDRESS OF REFERENCE

Karen Streeter (562) 699-7411
NAME AND TELEPHONE NUMBER OF REFERENCE CONTACT FAMILIAR WITH THE PROJECT

$4,680.00/month	Landscape Maintenance	Current/Ongoing
CONTRACT AMOUNT	TYPE OF WORK	DATE COMPLETED

Page 3

CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL RESPONSIBILITY

(Continued)

C. Holder's names, licenses or certifications, license or certification numbers and expiration dates, for holders of CONTRACTOR'S License, Arborist Certification, Tree Worker Certification and other pertinent documents.

Thomas C. Murray, State Contractors License: C27-756703

Richard D. Meraz, Qualified Applicators License # 128265 (Expires 12/31/12)

CONTRACTOR may attach additional pages, if needed. Label any such pages "STATEMENT OF EXPERIENCE AND FINANCIAL RESPONSIBILITY - Additional Information" along with the appropriate title(s) corresponding to this form.

CONTRACTOR'S ORGANIZATION

In submitting this BID, the CONTRACTOR represents that the CONTRACTOR has established an organization including an office or offices, communications, administrative staff, and the like; and that the CONTRACTOR'S organization is fully adequate to conform to the requirements of this BID.

In support of these representations, CONTRACTOR shall set forth herein:

A. A description of the CONTRACTOR'S organization, showing basic relationship hierarchy and responsibilities, and including ADMINISTRATORs, departments, managers, key support staff, supervisors, foremen, crew leaders, crews, and the like. Information provided below may be supplemented by attaching an organization chart.

Complete Landscape Care, Inc. is a closely held California Corporation. Thomas C. Murray is the controlling shareholder and serves as the company's President. The Organization is hierarchical/ pyramidal with Mr. Murray functioning as the head of the Management Team.

Additional members of the management team are as follows:

John A. Telesio - Dir. of Corporate Development   James Herron - Lead Technician

Richard D. Meraz - Operations Manager   Tammy Murray - H.R. Director

Juan Sanchez - Operations Supervisor

Steve Jarrett - Fleet Manager

Jesus Padilla - Lead Foreman

Jose Benitez - Foreman

Page 2
CONTRACTOR'S ORGANIZATION (Continued)

B. Location, description, purpose, hours of operation, responsible contact person, phone number, and number of persons employed at the facility, for each of the CONTRACTOR'S offices, yards or other locations/areas that may, in any way pertain to the performance of the requirements of this BID.

1. 13316 Leffingwell Road, Whittier, CA. 90605
ADDRESS OF OFFICE OR OTHER FACILITY

Corporate Office and Operating Facility
DESCRIPTION AND PURPOSE OF THE FACILITY (e.g. *"Shop – Equipment maintenance"*)

Richard D. Meraz	(562) 946-4441	50
RESPONSIBLE CONTACT PERSON	PHONE NUMBER	NUMBER OF EMPLOYEES

2. ______________________________
ADDRESS OF OFFICE OR OTHER FACILITY

____
DESCRIPTION AND PURPOSE OF THE FACILITY

____
RESPONSIBLE CONTACT PERSON PHONE NUMBER NUMBER OF EMPLOYEES

3. ______________________________
ADDRESS OF OFFICE OR OTHER FACILITY

____
DESCRIPTION AND PURPOSE OF THE FACILITY

____
RESPONSIBLE CONTACT PERSON PHONE NUMBER NUMBER OF EMPLOYEES

4. ______________________________
ADDRESS OF OFFICE OR OTHER FACILITY

____
DESCRIPTION AND PURPOSE OF THE FACILITY

____
RESPONSIBLE CONTACT PERSON PHONE NUMBER NUMBER OF EMPLOYEES

Page 3

C. A description of the CONTRACTOR'S current communications including:

1. method of communication with field personnel, response to emergencies, and the like;
2. Communications equipment carried by field personnel or installed in vehicles.

1) Richard D. Meraz will be designated as the primary point of contact with the City of Monterey Park pertaining to this ongoing program for median maintenance city-wide and he will be available via cell phone 24 hours a day in the event of emergencies and/or special, after hours requests by City staff.

2) All supervisors and lead personnel are equipped with two-way communications devices and satellite tracking technology

CONTRACTOR may attach additional pages, if needed. Label any such pages "CONTRACTOR'S ORGANIZATION - Additional Information" along with the appropriate title(s) corresponding to this form.

CONTRACTOR'S STATEMENT OF ABILITY TO PROVIDE QUOTED GOODS/SERVICES/EQUIPMENT

The CONTRACTOR is required to make a statement of how services will be provided. Include: Time period between award and start of service, number of personnel to be used providing services, experience of personnel, numbers and type of equipment to be used, delivery lead-time of goods, how quickly urgent, but unplanned services, can be provided, and any other information you can offer that will help determine your ability to provide contracted goods, services or equipment. Attachments may be used.

Complete Landscape Care, Inc., upon successful award of the contract to provide services hereunder, will immediately prepare to fulfill its service obligations with the City of Monterey Park and will be ready to commence services on the date designated by the City. As a result of a Project Scope Analysis, the current plan is to deploy one, two member crew, two days per week. Supervisory personnel will be serve under the direction of Richard D. Meraz, Operations Manager, who would also be personally responsible for quality control and customer service. Urgent but unplanned service will be dealt with immediately if related to the primary project scope. Equipment to be utilized is as follows: Weed Eaters, Mowers, Hedge Trimmers, Pole Pruners, Hand Pruners, Refuse Receptacles, Vehicles, and Sundry Tools and Equipment.

CONTRACTOR'S STATEMENT OF UNSPECIFIED VALUE-ADDED OFFERINGS

List items or services you are offering in addition to those in the attached specifications or scope of work offered as part of your quote and included in your bid pricing, if any. If none, please state "none". Attachments may be used.

Complimentary Forest Floor Mulch with be donated to the community to coincide with the observance of Earth Day and

to promote the City's sustainability initiatives. Annually, throughout the life of the contract, Five loads of Forest Floor Mulch

(200 Total Cubic Yards) will be furnished free of charge to the community at a date and time of the City's preference .

CONTRACTOR'S STATEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS

[*Note: Insurance may not be required. Check the agreement to be signed the successful bidder.*]

As a required part of the Bidder's bid the Bidder must attach either of the following to this page.

1) Certificate of insurance showing conformance with the requirements herein for each of:

Comprehensive General Liability	A certificate of Insurance is included as evidence the Insurance Coverage is currently in place at levels that meet or exceed the limits requirements specified in the RFP (see insert that follows).
Automobile Liability	
Workers' Compensation	Same as above (see insert that follows).

OR

2) Statement with an insurance carrier's notarized signature stating that the carrier can, and upon payment of fees and/or premiums by the Bidder, will issue to the Bidder Policies of insurance for Comprehensive General Liability, Automobile Liability, and Workers' Compensation in conformance with the requirements herein and Certificates of insurance to the Agency showing conformance with the requirements herein.

All certificates of insurance and statements of willingness to issue insurance for auto policies offered to meet the specification of this contract must:

1) Meet the conditions stated in paragraph 10 of the included agreement for each insurance company that the CONTRACTOR proposes.
2) Cover <u>any vehicle</u> used in the performance of the contract, used onsite or offsite, whether owned, non-owned or hired, and whether scheduled or non-scheduled. The auto insurance certificate must state the coverage is for "any auto" and cannot be limited in any manner.

COMPL-3 OP ID: OD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/23/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		
Hamilton Brewart Ins Agcy, LLC California License No. 0D69219 P. O. Box 1949 Upland, CA 91785-1949 Al Mata	909-981-5210 909-985-3448	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Insurance Company	24198
INSURER B: Star Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Complete Landscape Care, Inc.
13316 Leffingwell
Whittier, CA 90605

COVERAGES

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			CBP9894307	09/25/11	09/25/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CBP9894307	09/25/11	09/25/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC045306303	04/01/12	04/01/13	X WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Auto Liability Deductibles			CBP9894307	09/25/11	09/25/12	Comp Ded. Coll Ded.	250 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
*10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

FORVERI

For Verification Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CONTRACTOR'S ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT I HAVE READ ALL THE REQUIREMENTS AND CONDITIONS SET FORTH IN THE AGREEMENT AND SPECIFICATIONS TO THE CITY OF MONTEREY PARK'S MEDIAN MAINTENANCE PROGRAM, BID NO.CS-12-02.

CONTRACTOR'S Signature

John A. Telesio, Director of Corporate Development

Print Name and Title

CITY OF MONTEREY PARK
CALIFORNIA

ADDENDUM NO. 1

CITYWIDE PARK MAINTENANCE PROGRAM

TERM OF AGREEMENT. The term of this Agreement will be for three (3) years from the date the agreement is signed. The Agreement may be renewed for two one year extensions upon mutual consent of the parties.

Note: there will be ***NO mandatory or voluntary*** pre-bid meeting for this request for proposal.

ALL OTHER PORTIONS OF THE REQUEST FOR PROPOSAL REMAIN IN FULL FORCE AND EFFECT.

For further Information please contact Elias Saykali, City Engineer / Director of Public Works at (626) 307-1320.

Please confirm receipt of this addendum by faxing a signed copy to (626) 307-2500.

Please include a signed copy of this Addendum with your bid. Failure to do so will result in an invalid bid.

Company: Complete Landscape Care, Inc.

5-8-2012

Signature Date

Sample Contract

May be subject to change

**MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF MONTEREY PARK AND**

____

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this ____ day of ________, 2012, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY") and ___________, a __________ ("CONTRACTOR").

The Parties agree as follows:

SectionOne CONSIDERATION.

As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below;

As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;

As additional consideration, CITY agrees to pay CONTRACTOR on a lump sum basis an amount set forth in the attached Exhibit "A," which is incorporated by reference, for CONTRACTOR's services. CITY will pay such amount promptly, but not later than thirty (30) days after receiving CONTRACTOR's invoice.

TERM. The term of this Agreement will be from _______, to _________. The Agreement may be renewed upon mutual consent of the parties.

SectionTwo SCOPE OF SERVICES.

CONTRACTOR will perform services listed in the attached Exhibit A.

CONTRACTOR will, in a workmanlike manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

SectionThree PREVAILING WAGES.

Pursuant to Labor Code § 1720, and as specified in 8 California Code of Regulations § 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

> When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
>
> When the number of apprentices in training in the area exceeds a ratio of one to five, or
>
> When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
>
> When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.
>
> CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
>
> CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.
>
> Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the *inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.*

SectionFour FAMILIARITY WITH WORK.

By executing this Agreement, CONTRACTOR represents that CONTRACTOR has

Thoroughly investigated and considered the scope of services to be performed;

Carefully considered how the services should be performed; and

Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

If services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform CITY of such fact and will not proceed except at CONTRACTOR's own risk until written instructions are received from CITY.

INSURANCE.

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

Type of Insurance	Limits (combined single)
Commercial general liability:	$1,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement.

B. *Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.*

C. *Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).*

D. *CONTRACTOR will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best*

Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at CONTRACTOR's expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.

TIME FOR PERFORMANCE. CONTRACTOR will not perform any work under this Agreement until:

CONTRACTOR furnishes proof of insurance as required under Section 0 of this Agreement; and

CITY gives CONTRACTOR a written Notice to Proceed.

Should CONTRACTOR begin work in advance of receiving written authorization to proceed, any such professional services are at CONTRACTOR's own risk.

SectionFive TERMINATION.

Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.

CONTRACTOR may terminate this Agreement upon providing written notice to CITY at least thirty (30) days before the effective termination date.

Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

INDEMNIFICATION.

CONTRACTOR indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees and penalties), injuries, or liability, arising out of this Agreement, or its performance including, without limitation, damages or penalties arising from CONTRACTOR's removal, remediation, response or other plan concerning any Hazardous Waste resulting in the release of any hazardous substance into the environment. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONTRACTOR will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

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

CONTRACTOR expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

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

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

SectionSeven NOTICES.

All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

To CITY: Attn: _________
City of MONTEREY PARK
320 Newmark Ave.
MONTEREY PARK, CA 91754

To CONTRACTOR: Attn: ________

When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.

Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

SectionEight TAXPAYER IDENTIFICATION NUMBER. CONTRACTOR will provide CITY with a Taxpayer Identification Number.

SectionNine WAIVER. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

SectionTen CONSTRUCTION. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

SectionEleven SEVERABLE. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

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

SectionThirteen WAIVER. Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

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

SectionFifteen AUTHORITY/MODIFICATION. This Agreement may be subject to and conditioned upon approval and ratification by the MONTEREY PARK City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's city manager may execute any such amendment on behalf of CITY.

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

EFFECT OF CONFLICT. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

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

SectionEighteen FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

SectionNineteen ENTIRE AGREEMENT. This Agreement and its one attachment constitutes the sole agreement between CONTRACTOR and CITY respecting lead based stabilization. To the extent that there are additional terms and conditions contained in Exhibit "A" that are not in conflict with this Agreement, those terms are incorporated as if fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.

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

CITY OF MONTEREY PARK
a general law city.

________________________ ________________________

PAUL TALBOT
City Manager

President

____

ATTEST:

Secretary

Taxpayer ID No. ________________

____

DAVE BARON,
City Clerk

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

By: ________________________
Karl H. Berger, Assistant City Attorney

EXHIBIT A

MANNER OF PERFORMING SERVICES
PART I
GENERAL SPECIFICATIONS

1.00 GENERAL REQUIREMENTS

1.01 All maintenance functions shall be performed in accordance with the following specifications and at the frequencies indicated. Standards and frequencies may be modified from time to time as deemed necessary by CITY for the proper maintenance of the areas listed in section 2.00.

1.02 All operations will be conducted so as to provide maximum safety for the public.

1.03 CONTRACTOR will keep all gutters, curbs, and walks adjacent to contract areas free of weeds, trash, and other debris.

1.04 Leaves, paper, weeds, and any other debris will be removed from landscaped areas and disposed of off CITY premises.

1.05 CONTRACTOR will clean walkways, hardscape, roadways, and any other areas littered or soiled by CONTRACTOR's maintenance operations.

1.06 CONTRACTOR shall maintain the premises clean of debris at all times. Upon completion of any work project, the CONTRACTOR shall remove remaining excess materials, waste, rubbish, debris, and CONTRACTOR's construction and installation equipment from the premises. Any dirt or stains caused by the work shall be removed.

1.07 CONTRACTOR shall immediately notify CITY about any unusual and hazardous conditions in the work site and rectify said conditions.

1.08 Any portions of the curb, gutter, walkways, hardscape or any other CITY improvement damaged by the CONTRACTOR during the course of work shall be replaced by the CONTRACTOR at his own cost, free of all charges to the CITY.

2.00 FACILITIES TO BE MAINTAINED

The facilities to be maintained under the provisions of this CONTRACT are as stated in the bid form.

BID FORM- SCHEDULE A
CITY LOCATIONS

Street	Limits	No. of Median Islands	Area (ft^2)			
			Area 1	Area 2	Area 3	Parkway
Casuda Canyon	Corporate Center	3	2020	910	1450	
W. Garvey Ave.	N. Garfield to N. Baltimore	2	1250	1270		

W. Garvey Ave.	N. Baltimore to N. Huntington	2	750	800		
W. Garvey Ave.	N. Huntington to N Mc Pherrin	1	3200			
W. Garvey Ave.	N. Mc Pherrin to N Ynez	1	3610			
W. Garvey Ave.	N Ynez to N. Moore	2	1600	750		
W. Garvey Ave.	N. Moore to N. Chandler	2	970	800		
W. Garvey Ave.	N. Chandler to N. Atlantic	2	1900	1320		
W. Garvey Ave.	N. Atlantic to Margurita	3	1200	3830	2780	
W. Garvey Ave.	Margurita to S. Electric	1	3500			
W. Garvey Ave.	S. Electric to Hitchcock	1	4260			
W. Garvey Ave.	Hitchcock to Fremont	1	3780			
W. Garvey Ave.	Monterey Pass to S. Abajo	2	430	6700		
W. Garvey Ave.	S. Abajo to Private Road	2	8120	2420		
W. Garvey Ave.	Private Road to Casuda Canyon	1	13540			
El Portal Blvd.	El Mercado	2	15440	1284 0		
Feliz St.	Verde Vista to Cul-de-sac	1	1210			
Monterey Pass	Garvey to Fremont	2	4370	1440		
Monterey Pass	Fremont Intersection	2	300	1940		
Monterey Pass	North of Garvey Bridge	1				15160
Monterey Pass	South of Garvey Bridge	1				20460
N. Atlantic Blvd.	Emerson to Hellman	2	510	1900		
N. Atlantic Blvd.	Emerson to Garvey	1	420			
N. Garfield Ave.	Hellman to Emerson	1	800			
New	City Limit to Hellman (west to east)	2	4910	1365 0		
New	Hellman to Emerson	1	1260			
Parking District 1		-	22974			
Parking District 2		-	78400			
Potrero Grande Dr.	Arroyo to Kenton Dr.	1	1730			
Riggin Ave.	S. Atlantic Blvd. to Collegian Ave.	1	860			
S. Atlantic Blvd.	Cesar Chavez to 1st	2	1420	530		
S. Atlantic Blvd.	Cesar Chavez to Floral	2	530	1230		
S. Atlantic Blvd.	Floral to Brightwood	2	550	370		
S. Atlantic Blvd.	Brightwood to El Repetto	1	300			
S. Atlantic Blvd.	Cadiz Intersection	1	660			
S. Atlantic Blvd.	Seville to El Reppeto	-				8320
S. Atlantic Blvd.	El Reppeto to Brightwood	-				24500
S. Atlantic Blvd. (East)	Brightwood to 1st Street	-				8660
S. Atlantic Blvd. (West)	Floral to 1st Street	-				2990
S. Garfield Ave.	Riggin to Fernfield	2	750	880		
S. Garfield Ave.	Fernfield to Pomona	1	220			
S. Garfield Ave.	Garvey to Newmark	-				720
S. Garfield Ave. (East)	Keller to El Reppeto	-				5600

S. Garfield Ave. (West)	Coral View to Isabella	-				5800
E. Garvey Ave.	New to Elizabeth	1	2800			
E. Garvey Ave.	Elizabeth to Florence	1	3600			
E. Garvey Ave.	Florence to Gladys	2	1800	1100		
E. Garvey Ave.	Gladys to N. Orange	1	1500			
E. Garvey Ave.	N. Orange to N. Rural	1	1700			
E. Garvey Ave.	N. Rural to N. Sierra Vista	1	2300			
E. Garvey Ave.	N. Sierra Vista to N. Alhambra	1	3000			
E. Garvey Ave.	N. Alhambra to N. Nicholson	2	700	2850		
E. Garvey Ave.	N. Nicholson to N. Lincoln	2	2500	3000		
E. Garvey Ave.	N. Lincoln to N. Garfield	1	4410			
	Total	68	21205 4	6053 0	4230	92210
	Total 369,024 square feet					

3.00 PAYMENT AND INVOICES

3.01 The CONTRACTOR shall present monthly invoices, for all work performed during the preceding month. Said invoice shall include all required certifications and reports as specified hereinafter. The invoice shall be submitted on or before the fifth (5th) day of each month in the amount of the compensation to be paid by the CITY for all services rendered by the CONTRACTOR under the terms and conditions of this CONTRACT. Said payment shall be made in a timely manner upon receiving the invoices, providing that all work performed during the preceding month has been inspected and accepted by the CONTRACT ADMINISTRATOR and that applicable certifications have been submitted in accordance with the provisions of this CONTRACT.

3.02 Invoices for approved Extra Work shall be in a format acceptable to the CONTRACT ADMINISTRATOR, including attachments, such as copies of suppliers' invoices, which the CONTRACT ADMINISTRATOR may require to verify CONTRACTOR's billing. Invoices for Extra Work shall be submitted on separate invoices. Unless otherwise requested by the CONTRACT ADMINISTRATOR, one invoice shall be submitted for each discrete and complete item of Extra Work.

3.03 In the event the CITY transfers title or maintenance responsibility of the premises or a portion thereof, this CONTRACT shall continue in full force and effect, except said portion, at the discretion of the CONTRACT ADMINISTRATOR, may be deleted from the premises to be maintained and the CONTRACT sum shall be reduced accordingly.

3.04 The CONTRACT ADMINISTRATOR may, at his/her discretion, add new facilities to be maintained and/or require additional services. The CONTRACTOR shall be compensated for the additional facilities or services that are designated after the date of the commencement of this CONTRACT based on the submission of an approved maintenance bid, consistent in all respects with this CONTRACT, and shall contain all information as required in the REQUEST FOR BIDS. The bid cost shall not exceed the cost to provide maintenance for similar facilities being maintained under this CONTRACT.

3.05 Additional compensation may be authorized at the discretion of the CONTRACT ADMINISTRATOR, subject to CITY budgetary conditions, for work deemed necessary by the CONTRACT ADMINISTRATOR due to extraordinary incidents or circumstances.

4.00 ENFORCEMENT, DEDUCTIONS AND LIQUIDATED DAMAGES

4.01 The CONTRACT ADMINISTRATOR shall be responsible for the enforcement of this CONTRACT on behalf of CITY.

4.02 The CONTRACT ADMINISTRATOR shall prepare and implement an INSPECTION RATING SYSTEM to be used to verify monthly payments and deductions from payments (see sample rating system as Appendix A). This form and system may be modified at the discretion of the CONTRACT ADMINISTRATOR. The CONTRACTOR agrees to be so evaluated by said system and bound by the ratings and/or deductions from payments indicated in the monthly INSPECTION RATING SYSTEM report. To avoid deductions from payment, CONTRACTOR must receive a rating of 95 or higher per invoice.

4.03 If, in the judgment of the CONTRACT ADMINISTRATOR, CONTRACTOR is deemed to be non-compliant with the terms and obligations of the CONTRACT, the CONTRACT ADMINISTRATOR, may, in addition to other remedies provided herein, withhold the entire monthly payment, deduct pro-rata from CONTRACTOR'S invoice for work not performed, and/or deduct liquidated damages. Notification of the amount to be withheld or deducted from payments to CONTRACTOR will be forwarded to the CONTRACTOR by the CONTRACT ADMINISTRATOR in a written notice describing the reasons for said action. The monthly INSPECTION RATING SYSTEM report shall constitute reason for any deductions so imposed.

4.04 CONTRACTOR shall be given five (5) working days notice to correct the non-compliance, if after said 5 days the CONTRACTOR fails to complete the required corrections, CITY will deduct pro-rata from CONTRACTOR'S invoice, and may correct any and all deficiencies using alternate forces. The total costs incurred by completion of the work by alternate forces will be deducted and forfeited from the payment to the CONTRACTOR.

4.05 The action above shall not be construed as a penalty but as adjustment of payment to CONTRACTOR to recover cost or loss due to the failure of the CONTRACTOR to complete or comply with the provisions of this CONTRACT.

5.00 INSPECTIONS, MEETINGS, & REPORTS

5.01 CITY reserves the right to perform inspections, including inspection of CONTRACTOR'S equipment, at any time for the purpose of verifying CONTRACTOR'S performance of CONTRACT requirements and identifying deficiencies.

5.02 The CONTRACTOR or his authorized representative may meet with the CONTRACT ADMINISTRATOR or his representative on each site at the discretion and convenience of the CONTRACT ADMINISTRATOR, for walk-through inspections.

5.03 CONTRACTOR shall provide to the CONTRACT ADMINISTRATOR completed regular reports as the CONTRACT ADMINISTRATOR deems necessary to verify and review CONTRACTOR'S performance under this CONTRACT and to provide to the CONTRACT ADMINISTRATOR pertinent information relative to the MEDIAN Maintenance program.

6.00 EXTRA WORK AND EMERGENCIES

6.01 The CITY may award Extra Work to the CONTRACTOR, or to other forces, at the discretion of the CONTRACT ADMINISTRATOR.

6.02 If the CONTRACT ADMINISTRATOR determines that the Extra Work can be performed by CONTRACTOR's present work force, Extra Work shall be paid for under written work order in accordance with the terms therein provided. Payment for Extra Work will be made at the unit price per this Agreement.

6.04 In the event that CONTRACTOR's BID for Extra Work is not approved, the CONTRACT ADMINISTRATOR reserves the right to perform such work with other forces.

6.05 When a condition exists which the CONTRACT ADMINISTRATOR deems urgent, the CONTRACT ADMINISTRATOR may verbally authorize the work to be performed upon receiving a verbal estimate from the CONTRACTOR. However, within twenty-four (24) hours after receiving a verbal authorization, the CONTRACTOR shall submit a written estimate, consistent with the verbal authorization, to the CONTRACT ADMINISTRATOR for approval.

6.06 All Extra Work shall commence on the specified date established and CONTRACTOR shall proceed diligently to complete said work within the time allotted.

6.07 The CONTRACTOR is required to maintain an office within a 50 mile radius of the job site and provide the office with telephone service during normal working hours. If a telephone answering service is utilized, the answering service shall be capable of contacting the CONTRACTOR by radio, cell phone or pager. CONTRACTOR is further required to provide the CITY with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the CONTRACTOR shall not be more than one hour. The cost for all "Emergency" call-outs is to be included in the cost of the agreement. No additional payments will be made.

7.00 CONTRACTOR'S DAMAGES

7.01 All damages incurred to existing facilities by the CONTRACTOR's operation shall be repaired or replaced, by the CONTRACTOR or by other forces, all at the discretion of the CONTRACT ADMINISTRATOR, all at the CONTRACTOR's expense.

8.00 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

8.01 It is the intent of the specifications that only first-class work, materials and workmanship will be acceptable. All work which is defective in its construction or deficient in any of the requirements of the specifications shall be remedied or removed and replaced by the CONTRACTOR in an acceptable manner, and no compensation will be allowed for such correction. Upon failure on the part of the CONTRACTOR to comply without delay with any order of the CONTRACT ADMINISTRATOR made under the provisions of this paragraph, the ADMINISTRATOR shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any monies due or to become due the CONTRACTOR.

9.00 COMMUNICATIONS AND EMERGENCY RESPONSE

9.01 Report any emergency of a safety, security or health problem to the City Police Dispatcher (626-307-1201) any problems that cannot wait to be repaired until the next work day. Emergency problems reported to the Dispatcher and non-emergency items that require attention shall be expeditiously submitted in writing to the CONTRACT ADMINISTRATOR on the next work day.

9.02 The CONTRACTOR shall, during the term of this CONTRACT, maintain a single telephone number. For hours beyond a normal 8 AM to 5 PM business day, an answering service shall be considered an acceptable substitute.

9.03 Whenever immediate action is required to prevent possible injury, death, or property damage, CITY may, after reasonable attempt to notify the CONTRACTOR, cause such action to be taken by alternate work forces and, as determined by the CONTRACT ADMINISTRATOR, charge the cost thereof to the CONTRACTOR, or deduct such cost from any amount due to the CONTRACTOR.

9.04 All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the CONTRACT ADMINISTRATOR. If any complaint is not abated within 24 hours, the CONTRACT ADMINISTRATOR shall be notified immediately of the reason for not abating the complaint followed by a written report to the CONTRACT ADMINISTRATOR within five (5) working days. If the complaints are not abated within the time specified or to the satisfaction of the CONTRACT ADMINISTRATOR, the CONTRACT ADMINISTRATOR may correct the specific complaint and the total cost incurred by the CITY will be deducted and forfeit from payments owing to the CONTRACTOR from the CITY.

9.05 The CONTRACTOR shall maintain a written log of all communications, the date and the time thereof and the action taken pursuant thereto or the reason for non-action. Said log of complaints shall be open to the inspection of the CONTRACT ADMINISTRATOR at all reasonable times.

9.06 CONTRACTOR's supervisor shall carry digital pagers and/or cell phones and shall respond to any page or call from the CITY within thirty minutes at any time. The CITY shall not page or call CONTRACTOR's supervisor except during normal working hours.

10.00 SAFETY

10.01 CONTRACTOR agrees to perform all work outlined in this CONTRACT in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or Federal requirements at all times so as to protect all persons, including CONTRACTOR's employees, agents of the CITY, vendors, members of the public or others from foreseeable injury, or damage to their property. CONTRACTOR shall make weekly inspections for any potential hazards at said sites and keep a log indicating date inspected and action taken.

10.02 Any CONTRACTOR performing work in a street MEDIANS shall conduct his operations so as to cause the least possible obstruction and inconvenience to public traffic and safety, and shall take all necessary measures to maintain an adequate traffic flow to prevent accidents and to protect the site of the work. The CONTRACTOR shall, as far as practicable, keep the project free of rubbish and debris and as safe a condition as possible.

A suitable width of any intersecting street shall be kept in reasonably good condition for traffic, including the necessary provisions for proper drainage. Should the requirements of the maintenance operation demand closing the full width of an intersection, such closing shall be allowed only after the CONTRACTOR has secured permission from the CONTRACT ADMINISTRATOR, and the duration of said permission is granted, the CONTRACTOR shall make the necessary arrangements to provide temporary crossing, or to reroute traffic away from said intersection, provide and maintain barriers, guards, directional signs, watchmen, and lights at all detour points, in order to give adequate warning to the public at all times of the maintenance operation and of any dangerous conditions as a result thereof. The CONTRACTOR shall also erect and maintain such additional warning and directional signs as may be required by the CITY.

10.03 The above-mentioned barriers, safety lights, warning and regulatory signs, cones, guards, temporary crossovers and watchmen shall also be provided and maintained by the CONTRACTOR at his own cost over all portions of the work during the maintenance operation.

10.04 The CONTRACTOR shall take all necessary measures to protect public property and prevent accidents during any and all phases of the work. The CONTRACTOR shall report all acts of vandalism to the CONTRACT ADMINISTRATOR and include a cost estimate for repairs.

10.05 It shall be the CONTRACTOR's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The CONTRACT ADMINISTRATOR shall be notified immediately of any unsafe condition that requires major correction. CONTRACTOR shall be responsible for making minor corrections including, but not limited to; traffic cones to alert patrons of the existence of hazards; and the like, so as to protect members of the public or others from injury.

10.06 CONTRACTOR shall notify the CONTRACT ADMINISTRATOR immediately of any occurrence on the premises of accident, injury, or persons requiring emergency services and, if so requested, shall prepare a written report thereof to the CONTRACT ADMINISTRATOR within three (3) calendar days following the occurrence. CONTRACTOR shall cooperate fully with the CITY in the investigation of any such occurrence.

11.00 HOURS AND DAYS OF MAINTENANCE SERVICES

11.01 The basic daily hours of maintenance service shall be **7:00 a.m. to 5:00 p.m.**, Monday through Friday, which shall be considered normal work hours as may pertain to any other provision of the CONTRACT.

11.02 CONTRACTOR shall provide staffing to perform the required maintenance services during the prescribed hours **five (5) days per week**. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the CONTRACT ADMINISTRATOR.

11.03 Per State of California Labor Code, CONTRACTOR is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this CONTRACT shall constitute a legal day's work and said CONTRACTOR shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by State of California Labor Code Section 1815.

11.04 Care shall be given to not make excessive noise adjacent to residences before 7:00 a.m.

11.05 Automatic irrigation shall be between 10:00 p.m. and 6:00 a.m. Drip irrigation may be performed at any time. Manual irrigation shall be performed from 7:00 a.m. to 10:00 am.

12.00 MAINTENANCE SCHEDULES

12.01 The CONTRACTOR shall, within thirty (30) days after the award of bid of this CONTRACT, submit work schedules to the CONTRACT ADMINISTRATOR for review and approval, as detailed in Appendix B. Said work schedules shall identify required operations and delineate the time frames for performance.

12.02 The CONTRACTOR shall submit revised schedules when actual performance differs substantially from planned performance, and from time to time as requested by the CONTRACT ADMINISTRATOR. Said revisions shall be submitted to the CONTRACT ADMINISTRATOR for his review and approval, within five (5) working days prior to the original or revised scheduled time for the work, whichever is earlier.

13.00 CONTRACTOR'S STAFF AND TRAINING

13.01 The CONTRACTOR shall provide sufficient personnel to perform all work in accordance with the specification set forth herein.

13.02 In cooperation with the MONTEREY PARK Police Department, CONTRACTOR agrees to, and pay for, background checks if required on all personnel providing services for this contract. In the event such background check reveals an item, which MONTEREY PARK Police deems a security problem, CITY may request that such individual be removed from the list of personnel authorized to provide services in the City.

13.03 CONTRACTOR'S personnel shall possess the minimum qualifications for the position in which each is working, as set forth in Exhibit B.

13.04 CONTRACTOR is encouraged to provide on-going systematic skills training, and to promote participation in, and certification by professional associations.

13.05 CONTRACTOR shall have an "on-site" representative with authority to contractually bind CONTRACTOR in matters, which may arise during this Agreement performance period. CONTRACTOR shall provide, prior to commencement of work under this Agreement, in writing to the CONTRACT ADMINISTRATOR, a statement indicating by name the specific authority vested in the "on-site" representative. CONTRACTOR'S "on-site" representative shall be responsible for instructing and training of CONTRACTOR's personnel in the proper and specified work method and procedures; directing, scheduling, and coordinating all custodial services and functions to completely accomplish the work as required by this Agreement. The "on-site" representative shall be available for consultation regarding problems on a daily basis at some time during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday).

13.06 Each crew of CONTRACTOR's employees shall include at least one individual who speaks the English language proficiently. For the purposes of this section a crew is understood to be any individual worker or group of workers who might service any site without other CONTRACTOR's supervisory personnel present.

13.07 The CONTRACT ADMINISTRATOR may at any time give CONTRACTOR written notice to the effect that the conduct or action of a designated employee of CONTRACTOR is, in the reasonable belief of the CONTRACT ADMINISTRATOR, detrimental to the interest of the public patronizing the premises. CONTRACTOR shall meet with representatives of the CONTRACT ADMINISTRATOR to consider the appropriate course of action with respect to such matter and CONTRACTOR shall take reasonable measures under the circumstances to assure the CONTRACT ADMINISTRATOR that the conduct and activities of CONTRACTOR's employees will not be detrimental to the interest of the public patronizing the premises.

13.08 The CONTRACT ADMINISTRATOR may at any time order any of the CONTRACTOR's personnel removed from the premises when, in the reasonable belief of the CONTRACT ADMINISTRATOR, said CONTRACTOR's personnel is objectionable, unruly, unsafe, or otherwise detrimental to the interest of the CITY or the public patronizing the premises

13.09 The CONTRACTOR shall require each of his personnel to adhere to basic working attire including uniform shirts clearly marked with the CONTRACTOR's company name and employee name badges as approved by the CONTRACT ADMINISTRATOR. Sufficient changes shall be provided to present a neat and clean appearance of the CONTRACTOR's personnel at all times. Shirts shall be worn and buttoned at all times. CONTRACTOR'S personnel shall be equipped with proper shoes and other gear required by State Safety Regulations. Brightly colored traffic vests or reflectors shall be worn when personnel are working near vehicular traffic.

13.10 At no time during the course of providing services under this Agreement shall the CONTRACTOR or any person employed by the CONTRACTOR have persons who are not employed by the CONTRACTOR present on CITY property. No persons who are not employed by the CONTRACTOR shall accompany the CONTRACTOR or any employee of the CONTRACTOR during the course of providing services under this Agreement.

14.00 NON-INTERFERENCE - NOISE

14.01 CONTRACTOR shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

14.02 In the event that the CONTRACTOR's operations must be performed when persons of the public are present, CONTRACTOR shall courteously inform said persons of any operations that might affect them and, if appropriate, request persons to move out of the work area.

14.03 CONTRACTOR shall be subject to local ordinances regarding noise levels with regard to equipment operations. CONTRACTOR shall not use any power equipment prior to 7:00 a.m. or later than 7:00 p.m. Further, any schedule of such operations may be modified by CONTRACT ADMINISTRATOR in order to ensure that the public is not unduly impacted by the noise created by such equipment.

15.00 AVOIDANCE OF DUST NUISANCE

15.01 During the process of work, the CONTRACTOR shall take every precaution to avoid the nuisance of unnecessary dust by using any measures advocated by the CONTRACT ADMINISTRATOR.

16.00 USE OF CHEMICALS

16.01 All work involving the use of chemicals shall be in compliance with all Federal, State and local laws. CONTRACTOR must demonstrate safety procedures for use of chemicals, as described in Section 10.01. Any pesticide applications are to be made by or under the supervision of a person holding a valid license, permit, or certificate. Said person or company is to be currently registered to conduct a pest control business in the State of California and the County of Los Angeles.

16.02 Prior to the beginning of the contract period, the CONTRACTOR shall supply to the CONTRACT ADMINISTRATOR, a list of all proposed chemicals to be used in the fulfillment of said contract. Labels and Material Safety Data Sheets (MSDS) for all listed chemicals shall be supplied at this time. Copies of applicable Pest Control Advisor and Qualified Applicator Licenses shall be submitted, as well as documentation of County registration.

16.02.1 All items outlined in section 16.02 shall be resubmitted in January of each year the contract is in effect.

16.02.2 The CITY shall be notified in writing of any changes or deviations to the aforementioned list. Application of deviated materials shall not be made without prior approval by the CONTRACT ADMINISTRATOR.

16.03 Records of all operations, including applicators names stating dates, times, methods of application, chemical formulations, and weather conditions shall be made and retained according to governing regulations.

16.03.1 Pesticide applications are to be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any Federal, State, or County regulatory agency.

16.03.2 The CONTRACTOR shall be responsible for filing all required records and reports, including but not limited to "notice of Intent to Apply" and "Pesticide Use" reports as specified by all Federal, State, and County agencies. Said reports shall contain accurate and valid information. Copies of all records and reports shall be submitted accordingly.

16.04 No chemicals shall be stored at any facility without the express written permission of the CONTRACT ADMINISTRATOR, but shall be carried to and from the job site daily.

16.05 CONTRACTOR shall inform CITY at least forty-eight (48) hours before beginning any chemical application and shall have previously submitted a schedule of application showing the site, date, and approximate time of application of the chemicals. Submission of the chemical application schedule does not release the CONTRACTOR from any of the other obligations described in this paragraph.

17.00 MEDIAN

17.01 The MEDIAN for maintenance work will be the CITY's existing right-of-way. The CONTRACTOR shall make his own arrangements and pay all expenses for additional areas required by him for storage of equipment, etc.

18.00 UTILITIES

18.01 It is anticipated that existing utilities will not interfere with the CONTRACTOR's operations. However, the CONTRACTOR shall exercise due care to ensure that these utility facilities are not damaged during his operations. The right is reserved to the owners of public utilities or franchises to enter upon the streets for the purpose of making repairs or changes in their property. Employees of the CITY shall likewise have the privilege of entering upon the street for the purpose of making any necessary repairs or replacement. When in doubt, the CONTRACTOR shall contact the utility concerned before proceeding further. The affected agencies may be contacted at the following telephone numbers:

AGENCY	TELEPHONE NUMBER
City of MONTEREY PARK	626-307-1320
Monterey Park Water	626-307-1295
Southern California Edison	800-655-4555
Southern California Gas	800-325-4070
AT&T phone company	800-332-1321
California Water Service	323-263-4145

PART II
TECHNICAL SPECIFICATIONS

The CONTRACTOR will perform the following maintenance services at the facilities described in Section 2.00.

19.00 IRRIGATION MAINTENANCE AND REPAIRS

19.01 The CONTRACTOR will be asked to follow the "Best Management Practices" for landscape maintenance issues as described in the "Model Programs for Stormwater Management" within the County of Los Angeles.

19.02 The key to water conservation and maintaining a healthy landscape is the use of intelligent irrigation management practices. CONTRACTOR shall exercise special care to use water effectively and avoid runoff. All systems shall be adjusted in order to:

19.02.1 Provide adequate coverage of all landscape areas

19.02.2 Prevent excessive runoff and/or erosion

19.02.3 Prevent watering of roadways, walkways, trails, fences, and private property

19.02.4 Prevent saturated conditions

19.02.5 CONTRACTOR will be responsible for replacement of all plant materials that die from over/ under watering. Maintenance of all areas for proper moisture levels based on the turf and/or plants needs at different times of the year. All irrigation shall be performed to ensure plant health and vigor.

19.02.6 CONTRACTOR shall pay for all excessive water usage due to failure to repair malfunctions on a timely basis or unauthorized increases in frequency in irrigation. Costs will be determined from comparisons of historical usage for the same time period.

19.03 All system malfunctions, damage, and obstructions shall be recorded and corrective action taken per contract requirements. A report of required system repairs and/or adjustments shall be submitted to the CITY for approval prior to the repairs or adjustments.

19.04 CONTRACTOR shall turn off all controllers when rainfall has made it unnecessary to provide supplemental irrigation and when requested by CITY when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticultural accepted maintenance practices.

19.04.1 Once the CITY has acknowledged the necessity to turn on the water again, all controllers shall be activated within 24 hours

19.04.2 Failure to turn off controllers during rain, or to re-activate following instruction to do so by the CITY will result in the issuance of a Performance Deficiency Notice

19.05 Areas not provided with an irrigation system shall be hand watered by CONTRACTOR. This includes situations where the automatic system is inoperable for any reason. CONTRACTOR shall be responsible for providing all his own equipment, pumps, nozzles, hoses and couplers to accomplish the task. Newly planted areas shall receive special attention until plants are established. Adequate water shall be applied to promote normal, healthy growth. Proper berms or basins shall be maintained during the establishment period.

19.06 The CONTRACTOR shall conduct **irrigation tests monthly** at all sites. The City may notify CONTRACTOR verbally or in writing if damage or defects are found during City inspections of irrigation systems. CONTRACTOR shall notify the CONTRACT ADMINISTRATOR immediately and make needed repairs within 24 hours of approval by the CONTRACT ADMINISTRATOR. CONTRACTOR shall submit irrigation test reports, on approved form, along with a copy of the current irrigation schedule at monthly meetings with the CONTRACT ADMINISTRATOR. All irrigation systems shall be tested and inspected by the CONTRACTOR in accordance with the following:

19.06.1 Operate all valves automatically

19.06.2 Visually inspect all irrigation heads for proper adjustment, operation, and leakage

19.06.3 Review program and verify controller is operating properly

19.06.4 Place signage in areas where testing occurs and there is the possibility of pedestrian activity as public notification.

19.07 CONTRACTOR is responsible for any loss of use due to malfunctioning or the lack of water for any cause except natural disasters. CONTRACTOR is also responsible for irrigation water, which impacts surrounding properties or creates traffic hazards due to excessive runoff. Automatic valves shall not be operated manually except for testing and periodic maintenance.

19.08 All repairs to the irrigation system shall be made according to the original details. The CONTRACTOR is responsible for making repairs of the system and keeping it functioning properly in every way.

19.08.1 The CONTRACTOR's irrigation staff will be responsible for repair of all site irrigation from the water meter and controller through lateral lines and sprinkler heads. Backflow prevention device repairs and main line repairs are considered "Extra Work" as outlined in this AGREEMENT.

19.08.2 The CONTRACTOR shall maintain service vehicles equipped with an adequate inventory of medium to high usage items for timely repair of irrigation systems.

19.08.3 All malfunctioning controllers, quick couplers, automatic valves and sprinkler heads must be repaired within eight (8) hours following identification. Provide a back-up or temporary controller should repair of CITY controller be required.

19.08.4 All replacements shall be with the original type and model materials unless a substitute is approved by the CONTRACT ADMINISTRATOR. All new irrigation heads installed shall be fitted with appropriate nozzles to match the precipitation rate of the head being replaced.

19.08.5 CONTRACTOR shall monitor all effective equipment warranties and no separate payment will be made for repairs on equipment covered by warranty.

19.08.6 The CONTRACTOR will make repairs to irrigation damaged by vandalism only after inspection by and approval from the CONTRACT ADMINISTRATOR. The cost for repairs to damage caused by vandalism to irrigation equipment will be compensated by the CITY on a "time and material" basis. Material cost shall be actual cost plus 15% mark up.

19.08.7 Repairs of equipment or property damaged by the CONTRACTOR or as a result of error or omission by the CONTRACTOR shall not be compensated for by the CITY and are the sole responsibility of the CONTRACTOR.

19.09 The CONTRACTOR shall provide competent personnel fully trained in all phases of landscape irrigation systems operation, maintenance, adjustments, and repair of all types of components to include irrigation controllers, valves, moisture sensing devices, and sprinkler heads. Maintenance personnel will be fully familiar with all brands and models of irrigation equipment used within the City.

19.09.1 The CONTRACTOR shall provide personnel knowledgeable of and proficient in current water management concepts, with the capability of working with City staff in implementing more advanced water management strategies.

19.09.2 The CONTRACTOR shall provide personnel capable of verbal and written communication in a professional level of English.

19.10 CONTRACTOR shall be fully responsible for irrigation controller program. CITY water management direction shall be implemented. Failure to implement CITY water management direction will result in the issuance of a Performance Deficiency Notice. Controller programs shall incorporate the following conditions:

19.10.1Meet City Water Management requirements.

19.10.2Avoid weekend watering when possible.

19.10.3Maximize repeat operations.

19.10.4Minimize station run times.

19.10.5Reflect actual evapotranspiration (ET) requirements.

19.10.6Reflect actual requirements of soil and plants.

19.10.7Eliminate runoff onto streets, sidewalks, and other non-target areas.

19.10.8Provide sufficient time for soil to dry out between waterings.

19.10.9 Maximize community use of City property.

19.11 CONTRACTOR is responsible for adjusting the height of sprinkler risers to compensate for growth of the plant materials.

19.12 Each drip irrigation system shall be flushed out annually as a preventative maintenance measure.

19.13 CONTRACTOR shall be responsible to maintain backflow prevention devices in satisfactory condition per Los Angeles County Department Health Code. CONTRACTOR shall perform backflow prevention device tests as deemed necessary per Los Angeles County Department of Health Code requests and submit these tests to the County with copies to the CITY. All costs to be included in the bid price.

19.14 Controller enclosures must be painted once annually to keep from rusting. Color shall be determined by CITY.

19.15 When possible, all remote control valves shall be identified with a painted blue 3" x 3" x 3" triangle on the sidewalk or curb nearest the valve to indicate its location. The location of quick couplers will be identified with a painted red two inch dot on the sidewalk or curb nearest the quick coupler.

19.16 All spray type irrigation shall be performed between the hours of 10:00 p.m. and 6:00 a.m.. except when staff are present i.e. after fertilization or while checking/ repairing system. Bubblers or drip type irrigation shall irrigate between the hours of 6:00 a.m. and 5:00 p.m.

19.17 CONTRACTOR is required to notify CONTRACT ADMINISTRATOR of all necessary irrigation repair and receive authorization to perform the work. Any work performed without the authorization of the CONTRACT ADMINISTRATOR will not be compensated.

20.00 TURF MAINTENANCE

20.01 Turf shall be maintained so as to guarantee its vigorous and healthy growth to the best horticultural standards, utilizing the proper watering, mowing, renovations, fertilizing, and pest control procedures.

20.02 Turf shall be irrigated, as required, to maintain horticulturally acceptable growth and color and to encourage deep rooting. Generally, irrigation will be applied at a rate to provide one inch (1") of water per month. Daily water should be avoided whenever possible, in favor of scheduling applications every other night or twice each week. Additional irrigations shall be performed in the event of unusually hot/dry weather conditions (as are present during winter Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during the summer months). Allow the lawn to be dry before mowing. All irrigation is to be performed between the hours of 10:00 p.m. and 6:00 a.m.

20.03 The turf shall be mowed to a height of 2" except in specific areas where it must be maintained shorter. Frequency of mowing may need to be adjusted for hybrid turf areas and during the cooler months. Under normal circumstances, the grass cutting need not be removed, but, when an inordinate amount of cut grass is evident, removal may be requested.

20.04 Damage to trees, obstacles, or lawn caused by wheel ruts shall be repaired by the CONTRACTOR at his expense.

20.05 Trimming and edging shall be performed weekly by mechanical means. Frequency of trimming and edging will be adjusted to every two (2) weeks during the cooler months, typically November through March. CONTRACT ADMINISTRATOR will notify CONTRACTOR when frequency will be changed.

20.06 CONTRACTOR shall assume all liability and responsibility for the use of all chemical controls.

20.06.1 Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides shall be within the guidelines established in the California Food and Agricultural Code.

20.06.2 Spray equipment shall be in good operating conditions, quality, and design to efficiently apply materials to the target area. Drift will be minimized by avoiding high pressure applications and using water soluble drift agents.

20.06.3 Pesticides shall be selected from those materials which characteristically have the lowest residual persistence. Use of emulsifiable concentrates shall be used when possible to limit windblown particles. The use of adjutants will be to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control.

20.06.4 Pesticides shall be applied at times which limit the possibility of contamination from climatic and other factors. Early morning application shall be used when possible to avoid contamination from draft. Applicator shall monitor forecasted weather conditions to avoid making applications prior to inclement weather to eliminate potential runoff of treated areas. Irrigation water applied after treatment shall be reduced to increase pesticide efficiency. It shall be applied only in quantities of which each area is capable of receiving without excessive runoff.

20.06.5 All pesticide applications shall be under the direct supervision of a California State licensed Pest Control Applicator. The service company shall have on staff a California State licensed Pest Control advisor to make any written recommendations for pesticide usage as may be needed. Copies of valid current licenses shall be submitted to the City for verification upon request.

21.00 WEED, INSECT, PEST AND RODENT CONTROL

21.01 Control of horticulturally damaging plant pests (insects, diseases, vertebrates, mites, rodents, etc.) shall be the responsibility of the CONTRACTOR. Control shall mean the prevention or eradication of any pest to the satisfaction of the City. Particular attention to burrowing rodents is necessary to protect the site from slope failures. All mounds, burrows, or other damage shall be repaired by the CONTRACTOR as required by the City, at no additional cost. Failure to successfully manage pests will result in the City performing the work and deducting the cost from monthly payments.

21.02 Lawns must be maintained in a weed free condition. Chemical control of broadleaf weeds will be made as often as is necessary to maintain "weed free" turf areas. Insect and rodent control when necessary, shall be considered a specialty-type item, requiring notification of the CONTRACT ADMINISTRATOR.

23.02.1 In all areas prone to weed intrusion, applications of appropriately labeled pre-emergent herbicide shall be required annually.

23.02.2 In new turf areas the installed established turf is expected to remain of the original variety. Any broadleaf weed or other varieties of grass will be treated and eradicated. Turf allowed to be over-run with different grass varieties will be replaced by the CONTRACTOR at no additional cost to the City.

23.02.3 In established turf areas with multiple varieties of grass, the CONTRACTOR will maintain a minimum variety of grass without broadleaf weeds.

21.03 All turf areas with fungus infection shall be treated with an appropriate fungicide as directed by the CONTRACT ADMINISTRATOR.

23.03.1 All other disease, fungus, and pest problems will be treated on a site-and need- specific basis with the knowledge and consent of the CONTRACT ADMINISTRATOR.

23.03.2 Turf damage caused by disease and pests shall be repaired or replaced at no extra cost to the City.

21.04 All chemical applications shall be done by a licensed applicator in accordance with all applicable Federal, State, and County laws and regulations.

21.05 All non-landscaped and/or non-turf areas are to be kept in a weed free condition at all times. Chemical control for any unwanted vegetation may be applied on an as-needed basis. Weeds growing in cracks on sidewalks, streets, or gutters adjacent to areas covered in this AGREEMENT must be controlled with contact herbicides. Pre-emergent may be applied as needed. All chemical applications shall be done by a licensed applicator in accordance with all applicable Federal, State, and County laws and regulations. Chemical applications must be performed during times when the possibility of contact with the public is at a minimum.

21.06 Keep basins and areas between plants free of weeds. All trees in ground cover areas shall have a 12" radius of open soil maintained around the base of the trunk. This will reduce damage to tree trunks and roots by machinery and by excess water. Use recommended, legally approved herbicides, such as Round-Up, whenever possible to control growth in this open area. Use mulches to help prevent weed seed germination. Weeds that have germinated shall be eradicated either by chemical or mechanical means, within three (3) weeks of germination or before the plants set seeds.

22.00 LITTER AND DEBRIS REMOVAL/ CLEAN-UP/ WEEDING

22.01 CONTRACTOR shall inspect all maintenance areas weekly to remove litter, trash, debris, dead plant materials and weeds. All areas shall be left-weed free and clean. Special attention shall be given to the island fingers adjacent to the left hand turn lanes, rock cobble median islands.

23.00 FERTILIZING

23.01 For all areas, excluding turf, a balanced fertilizer shall be applied three times yearly in March, June, and September. CONTRACTOR shall use Gro-power, 15-15-15 or equivalent, at the rate of 1 pound of active Nitrogen per 1,000 square feet each application.

23.02 Turf fertilization shall be applied in March, May and October with 16-6-8 or equivalent at the rate of 1 pound of active Nitrogen per 1,000 square feet each application. Fertilizer application will require prior notification of the CONTRACT ADMINISTRATOR.

23.03 CONTRACTOR shall inform CITY at least forty-eight (48) hours before beginning any fertilization and shall have previously submitted a schedule of application showing the site, date, and approximate time of application of the fertilizer. Submission of the fertilizer schedule does not release the CONTRACTOR from any of the other obligations described in this paragraph, or in the following paragraph.

23.04 Fertilizers shall be inorganic, dry, palletized formulation. Application shall be in accordance with manufacturer specifications.

23.05 The fertilizer shall be delivered to the site in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages will not be accepted. CONTRACTOR shall furnish CITY with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used in the execution of this AGREEMENT. The invoices must state the grade, amount, and quantity received. Both the copy to be retained by CITY and CONTRACTOR's copy must be signed by the CITY, on site, before any material may be used. CONTRACTOR may not begin the actual application until the obligations in the paragraph above have been complied with.

23.06 In making applications of fertilizer granules, precautions shall be taken to contain these materials in the planting areas. Caution should be used when using a cyclone spreader, which tends to throw material onto paved areas. The use of gravity flow spreaders will keep materials contained in planting areas, eliminating/reducing sidewalk stains. All fertilizer that has spread to sidewalks, and paved areas shall be swept up and spread into landscape areas.

23.07 When climatic factors cause problems of the general use of fertilizers, an adjustment of the fertilizer schedule may be necessary. If possible, avoid application of fertilizers prior to forecasted windy weather, heavy rain, etc., which might affect stability. After fertilizer application, monitor watering schedule to eliminate runoff or excessive leaching of fertilizer materials.

24.00 SHRUB MAINTENANCE

24.01 All shrubs shall be selectively pruned as to maintain natural form. No hedging or shearing will be permitted, unless authorized. Dead branches and foliage shall be removed, as thinning cuts, as opposed to rounding the plant by tipping. Mounding or rounding of plants is prohibited. Major shrubs pruning will take place each January and minor adjustments made as often as necessary to prevent sidewalk, street and sign obstruction.

24.01.1 Prune shrubs as required maintaining health and safety as well as for general containment and appearance.

24.01.2 The objectives of shrub pruning are the same as for trees. Shrubs shall not be clipped into bailed or boxed forms. Retain as much of the natural characteristics or branching as possible.

24.01.3 All pruning cuts shall be made to lateral branches or budges or flush with the trunk. "Stubbing" will not be permitted.

24.01.4 Pruning shall be accomplished by removing woody stems from the inside of shrubs at least twice a year. Topping of shrubs sball be done only after interior selective branch pruning has been completed.

24.01.5 Monthly removal of dead flower stalks or spent blossoms to present a neat clean appearance.

24.01.6 Automated trimming shears are not permitted.

24.02 All shrubs on the site shall be maintained so as to guarantee their vigorous and healthy growth according to the best horticultural practices, utilizing proper pruning techniques, fertilizer applications. and pest control procedures.

24.03 Rows of shrubbery shall be maintained as a hedge **where authorized only**. Hedges shall be trimmed with mechanical hedge trimmers to maintain uniformity on all accessible sides. Hedges shall not be cut back to leafless, woody, growth, unless directed by the CONTRACT ADMINISTRATOR.

25.00 GROUNDCOVER

25.01 Groundcover shall be maintained so as to guarantee its vigorous and health growth according to the best horticultural standards, utilizing the proper trimming, fertilizing, pest control, and renovation procedures.

25.02 The use of mechanized hedge trimmers or edgers is prohibited. Hand pruners are to be used so that the appearance is as natural as possible. Groundcover shall be pruned using pruning shears to create a "soft" line.

25.03 Groundcover beds are prohibited to grow past the "face" of the curb or more than three (3") inches onto sidewalks, around controller units, valve boxes, quick couplers, other plants, structures or walls. Groundcover shall be maintained within their intended bounds and shall not be permitted to encroach into lawns, shrub beds, sidewalks, or adjacent areas, or in any manner deemed undesirable by the CONTRACT ADMINISTRATOR.

26.00 PLANT MATERIAL REPLACEMENT

26.01 Any plant material that dies for any reason other than as a result of vandalism must be replaced with like size, number and species in the months of October through February.

26.02 CONTRACTOR shall notify City within two (2) days of the loss of plant material due to any cause. Plant material that dies due to CONTRACTOR's negligence will be replaced in the Fall/ Winter at CONTRACTOR's expense.

26.03 CONTRACTOR shall supply the labor and all materials to replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of CONTRACTOR's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by CITY.

26.04 Any plant damaged or lost through acts of God, vehicular damage, theft, or mysterious damage that does not occur as a result of the performance of the work by CONTRACTOR shall be replaced in kind and size as approved by CITY. CONTRACTOR may supply and plant the replacement material as specified by CITY and shall bill the total replacement costs separately.

26.05 In order to ensure maximum healthy growth and overall aesthetic appearance of plantings in the work area, it may be desirable to replace certain plants. The necessity or desirability of such plant replacement shall be determined by the CONTRACT ADMINISTRATOR. Where such plant replacements are to be made, all plants may be provided and installed by CITY at no expense to CONTRACTOR or may be replaced by CONTRACTOR with cost negotiated at the time of occurrence.

27.00 ROCK COBBLED AREAS

27.01 Rock cobbled "bullnoses", drainage swales, and planter areas are to be thoroughly cleaned monthly with special attention paid to material deposited between the rocks. All material deposited between the rocks must be fully removed three times annually during the months of February, June and October.

EXHIBIT B

CONTRACTOR'S WORK FORCE

The CONTRACTOR shall set forth in Attachment B to the proposed CONTRACT:

A. Each labor or supervisory position by title that will make up the CONTRACTOR'S work force needed to provide the described services.

B. A sufficiently detailed explanation of the minimum qualifications for a person working in each position title, including any required certifications.

C. The minimum annual man-hours for each position title that the CONTRACTOR proposes to commit to the performance of the described services.

D. A list and description of the qualifications of other pertinent staff that are not to be directly committed to this project but who will be available to support, consult, perform Extra Work, and the like.

E. A description of CONTRACTOR'S systematic skills training program.

The information provided in this attachment is for the purposes of determining the CONTRACTOR'S commitment and preparedness to perform the DESCRIBED SERVICES, and assuring that the CONTRACTOR'S bid is reasonable and complete. Nothing in this Attachment shall in any way be construed to remove, lessen, or relieve the CONTRACTOR from any responsibility prescribed by the CONTRACT.

CONTRACTOR may attach additional pages to describe Minimum Qualifications, if needed. Label any such pages "Attachment B - Additional Information" along with the appropriate position title(s) corresponding to this form.

A. POSITION TITLE	B. MINIMUM QUALIFICATIONS	C. TOTAL ANNUAL HOURS
1. Operations Manager	Bachelor's Degree/Experience in Landscape Industry	Full Time
2. Operations Supervisor	Experience in Landscape Industry/Mgt. Training	Full Time
3. Lead Foreman	Experience in Landscape Industry/Horticultural Skills	Full Time

EXHIBIT B Page 2

CONTRACTOR'S WORK FORCE

(Continued)

A. POSITION TITLE	B. MINIMUM QUALIFICATIONS	C. TOTAL ANNUAL HOURS
4. Landscape Maintenance Technician (1)	Experience in Landscape Industry/Horticultural Skills	1,800
5. Human Resource Director (D)	Pertinent Experience/Knowledge regarding H.R.	Full Time
6. Fleet Manager (D)	Experience and Training regarding Landscape Equip.	Full Time
7.		
8.		
9.		
10.		

E) Complete Landscape Care, Inc. has a Systematic Skills Training Program in place with educational activities occurring daily, in conjunction with quarterly workshops conducted to teach advanced horticultural skills, quality control, and workplace safety.

EXHBIT B Page 3

CONTRACTOR'S WORK FORCE
(Continued)

D. Other Staff Support Title	Description / Qualifications
1.	
2.	
3.	
4.	
5.	

E. Description of CONTRACTOR'S employee training program

EXHIBIT C

GUARANTEE

To the CITY of MONTEREY PARK,

The undersigned guarantees the work performed as Extra Work included in this project:

Should the work prove defective due to faulty workmanship, methods of work, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the Specifications, due to any of the above causes, all within twelve (12) months after date on which said work of this CONTRACT is accepted by the CITY, or the CONTRACT termination, whichever is the latter, the undersigned agrees to reimburse the CITY upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or upon demand by the CITY, to replace any such material and to repair said work completely without cost to the CITY so that said work will function successfully as originally contemplated.

The CITY shall have the unqualified option to make any needed placements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the CITY elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the CITY. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the CITY shall be entitled to all cost and expenses, including attorneys' fees, reasonably incurred by reason of the said failure or refusal.

Complete Landscape Care, Inc.
CONTRACTOR'S Name

13316 Leffingwell Road, Whittier, CA. 90605
Address

John A. Telesio, Director of Corporate Development
Name and Title of Signer (Please Type or Print)

Signature　　　　May 24, 2012
Date

EXHIBIT D

SAMPLE

CITY OF MONTEREY PARK
MEDIAN MAINTENANCE

INSPECTION RATING FORM
MEDIAN IRRIGATION MAINTENANCE

SITE: ALL ROW IRRIGATION SYSTEMS INSPECTOR: ____________________

Category Description	Possible Points	Previous Period	Rating This Period
Irrigation repairs reported to CITY	10	9	10
Prevent watering non-vegetative areas	10	10	10
Proper moisture levels in turf areas	10	9	8
Proper moisture levels in planters	10	8	8
Irrigation adjusted and tested per schedule	15	12	13
Irrigation turned off during rainfall	10	10	9
Backflow prevention devices maintained per Los Angeles County Dept of Health	5	5	5
All replacements made with original type and model of material	5	5	5
No excessive water usage	5	5	5
Runoff prevention	20	18	17
Rating Totals	100	91	90
Deduction Percent			

Deduction Percent	5
	0.05
Adjusted Payment Formula	
Monthly Payment	$1,181.04
Deduction Amount	$59.05
Adjusted Monthly Payment	$1,121.99

Exhibit E

SAMPLE

CITY OF MONTEREY PARK
MEDIAN MAINTENANCE

INSPECTION RATING FORM
MEDIAN MAINTENANCE ACTIVITIES

SITE: CITY ROW　　INSPECTOR: ____________　　10/31/12

Category Description	Possible Points	Previous Period	Rating This Period
Turf mowed to 2 inches	25	25	25
Shrubs maintained	15	15	14
Weeds removed	25	24	23
Dead plant material removed	10	10	10
Litter/trash removed	20	19	20
Village facility entryways cleaned daily	5	5	5
Rating Totals	100	98	97
Deduction Percent			

Deduction Percent	0
	0.00
Adjusted Payment Formula	
Monthly Payment	$2,500.00
Deduction Amount	$0.00
Adjusted Monthly Payment	$2,500.00

Consent Calendar
Agenda Item 13

STAFF REPORT City of Monterey Park

DATE: August 15, 2012

TO: PAUL TALBOT, CITY MANAGER

FROM: ELIAS SAYKALI, DIRECTOR OF PUBLIC WORKS/ CITY ENGINEER

SUBJECT: TRANSIT CENTER AT EAST LOS ANGELES COLLEGE – APPROVAL OF CHANGE ORDERS AND ADJUSTED ALLOCATIONS

DISCUSSION:

On June 1, 2011, the City Council awarded a contract to E.C. Construction in the amount of $964,688.40 to construct the Transit Center at East Los Angeles College (ELAC). The project involves the construction of a 7-bay bus transit center adjacent to the ELAC campus on Collegian Avenue. The work includes extensive grading; construction of reinforced concrete pavement and walkway/boarding areas, sidewalk, driveway aprons, and curb and gutter; and installation of bus shelters, benches, area lighting, landscaping, irrigation, storm drain system, and utility services. Once completed, the Transit Center will accommodate the Metro, Montebello and Monterey Park Spirit Bus lines serving the area.

Due to ELAC's construction of a parking structure immediately adjacent to the site, construction on the Transit Center did not begin until February 2012. However, once started, it became evident that the existing underground utilities and points of connection for utility services shown on the construction plans did not reflect the actual field conditions.

It should be noted that the plans were prepared by ELAC's sub-consultant years ago, at a time when the Transit Center was intended to be part of the ELAC campus. Therefore, all of the utility services shown on the plans are connected to ELAC's on-site utilities. In June 2008, the City acquired the transit center property from ELAC in exchange for property on Collegian Avenue. However, the plans were not revised by ELAC to reflect this change of ownership and operation, and the utilities were not redesigned to show connection to Collegian Avenue instead of ELAC.

Unfortunately, this discrepancy in the utility connections has led to the redesign and relocation of a number of utilities, resulting in several change orders amounting to **$90,099.28** to date.

The change orders are summarized as follows: **(1)** Installation of electrical conduit, wiring, service cabinets, and connection to Edison vault in Collegian Avenue ($47,170.28); **(2)** Removing, capping, encasing and/or relocating interfering portions of conflicting water lines ($21,776.88); **(3)** Installation of communication conduit for security camera system ($5,280.00); **(4)** Extension of sewer line to serve future restroom facility ($6,060.68); **(5)** Additional field survey needed to reconcile discrepancies in elevations between ELAC parking structure/street improvements and transit center ($4,773.91); and **(6)** Application of protective coating to tree well grates and bollards ($4,057.53). Therefore, the *adjusted contract amount* to date is **$1,054,787.28**.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Pursuant to the California Environmental Quality Act, an Environmental Impact Report (EIR) was prepared by the Los Angeles Community College District for the ELAC Facility Master Plan improvements currently underway, and which included the proposed Transit Center. The EIR determined that the Transit Center would be a beneficial use by providing a safe and convenient location for students and other transit users to access the buses, and improve pedestrian and vehicular traffic flow along Collegian Avenue by removing buses from the street.

FISCAL IMPACT:

Adding a 10% contingency to the *adjusted contract amount* for additional construction changes, the estimated total project cost is increased to $1,160,000. The project will be funded by federal SAFETEA-LU grant funds that require a 20% local match. Montebello Bus Lines has contributed $100,000 toward the local match and the remaining balance will be split 50/50 between ELAC and the City. The City's adjusted portion will be paid for out of its Proposition A Local Returns.

Fund	Amount*	Adjusted Allocation
SAFETEA-LU	$852,000	$928,000
Montebello Bus Lines	$100,000	$100,000
ELAC	$56,500	$66,000
City of Monterey Park	$56,500	$66,000
TOTAL	*$1,065,000*	*$1,160,000*

*Note – These are the previous allocations approved by City Council on June 1, 2011.

RECOMMENDATION:

It is recommended that the City Council approve the additional change order work for the Transit Center project and adjust the City's allocation from $56,500 to $66,000 to cover the projected cost of the project.

By ______________________ Approved ______________________

ELIAS SAYKALI
Director of Public Works/City Engineer

PAUL TALBOT
City Manager

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 14

DATE: August 15, 2012

TO: PAUL TALBOT, CITY MANAGER

FROM: ELIAS SAYKALI, DIRECTOR OF PUBLIC WORKS

SUBJECT: EXTENSION OF METALS TMDL COORDINATED MONITORING PROGRAM

The Regional Water Board requires all cities to participate in a monitoring plan to measure metal contaminants. In September 2008, City Council executed an Agreement to participate in a 3-year term regional monitoring program that has since ended. Staff is recommending that City Council approve an Amendment that would extend the Agreement an additional year.

DISCUSSION:

The Los Angeles River and Tributaries Metals Total Maximum Daily Load (LAR Metals TMDL) adopted by the Los Angeles Regional Water Quality Control Board (Regional Board) on September 6, 2007, required all Los Angeles River (LAR) watershed cities and agencies to develop a coordinated monitoring plan (CMP) to assess the amount of metals pollutants in the Los Angeles River its tributaries. For the first three years, the monitoring was to establish the existing (or ambient) conditions. At the end of the three initial years, as of January 11, 2011, the monitoring became "effectiveness monitoring" to assess the effectiveness of the Best Management Practices (BMPs) that cities were implementing.

In 2009, the 42 agencies that are tributary to the Los Angeles River (40 municipalities, Caltrans and County unincorporated areas) approved Memorandums of Agreements (MOA) with the Gateway Cities Council of Governments (COG) to fund the CMP. The COG subsequently entered into an agreement with the City of Los Angeles to conduct study.

The original MOA was for a 3-year term which expired in June 2012. The Regional Board has indicated that the next MS4 permit will require that regional monitoring programs such as the CMP must continue. There is considerable uncertainty regarding the extent of future therefore the Los Angeles River CMP Technical Committee is recommending that the current MOA be extended for a period of only one year at this time. The contract addendum is attached as Exhibit A. The City of Los Angeles has provided a Scope of Services in the attached Exhibit B. The cost to each agency is detailed in the attached Exhibit C.

FISCAL IMPACT:

The City's cost for the 2012-13 fiscal year will be $3,173.50 as shown in Attachment C. This expenditure will be paid for out of the refuse fund.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to take such action that is necessary to extend for one year the Agreement with the Gateway Council of Governments and to appropriate $3,173.50 to participate in the Metals TMDL Coordinated Monitoring Program.

By: ______________________ Approved: ______________________

Elias Saykali
Director of Public Works

Paul Talbot
City Manager

EXHIBIT C	Area in Square Miles	Distribution	Base Rate ($)	Allocation on Square Miles ($)	Total Rate ($)
Alhambra	7.6	0.012258262	1075.00	2,082.07	3,157.07
Arcadia	10.93	0.017629317	1075.00	2,994.34	4,069.34
Bell	2.74	0.004419426	1075.00	750.64	1,825.64
Bell Gardens	2.48	0.004000065	1075.00	679.41	1,754.41
Bradbury	1.4	0.002258101	1075.00	383.54	1,458.54
Burbank	17.35	0.027984322	1075.00	4,753.14	5,828.14
Caltrans	11.24	0.018129325	1075.00	3,079.27	4,154.27
Calabasas	5.58	0.009000145	1075.00	1,528.67	2,603.67
Carson	0.88	0.001419378	1075.00	241.08	1,316.08
Commerce	6.56	0.010580816	1075.00	1,797.15	2,872.15
Compton	8.6	0.013871191	1075.00	2,356.02	3,431.02
Cudahy	1.12	0.001806481	1075.00	306.83	1,381.83
Downey	5.66	0.009129180	1075.00	1,550.59	2,625.59
Duarte	2.3	0.003709737	1075.00	630.10	1,705.10
El Monte	6.97	0.011242117	1075.00	1,909.47	2,984.47
Glendale	30.62	0.049387893	1075.00	8,388.53	9,463.53
Hidden Hills	1.57	0.002532299	1075.00	430.11	1,505.11
Huntington Park	3.03	0.004887176	1075.00	830.09	1,905.09
Irwindale	1.89	0.003048436	1075.00	517.78	1,592.78
La Canada Flintridge	8.57	0.013822804	1075.00	2,347.80	3,422.80
Long Beach	16.66	0.026871401	1075.00	4,564.11	5,639.11
City of Los Angeles	281.44	0.453942806	1075.00	77,102.19	78,177.19
Lynwood	4.85	0.007822707	1075.00	1,328.69	2,403.69
Maywood	1.18	0.001903257	1075.00	323.27	1,398.27
Monrovia	10.34	0.016677688	1075.00	2,832.71	3,907.71
Montebello	8.36	0.013484088	1075.00	2,290.27	3,365.27
Monterey Park	7.66	0.012355038	1075.00	2,098.50	3,173.50
Paramount	4.34	0.007000113	1075.00	1,188.97	2,263.97
Pasadena	22.7	0.036613494	1075.00	6,218.80	7,293.80
Pico Rivera	3.12	0.005032339	1075.00	854.74	1,929.74
Rosemead	5.14	0.008290456	1075.00	1,408.13	2,483.13
San Fernando	2.41	0.003887159	1075.00	660.23	1,735.23
San Gabriel	4.12	0.006645268	1075.00	1,128.70	2,203.70
San Marino	3.76	0.006064614	1075.00	1,030.07	2,105.07
Sierra Madre	2.99	0.004822658	1075.00	819.13	1,894.13
Signal Hill	1.13	0.001822610	1075.00	309.57	1,384.57
South El Monte	2.09	0.003371022	1075.00	572.57	1,647.57
South Gate	7.48	0.012064711	1075.00	2,049.19	3,124.19
South Pasadena	3.43	0.005532347	1075.00	939.67	2,014.67
Temple City	4.01	0.006467846	1075.00	1,098.56	2,173.56
Vernon	5.08	0.008193681	1075.00	1,391.70	2,466.70
Unincorporated LA County Areas	80.61	0.130018226	1075.00	22,083.60	23,158.60
Total	**619.99**	**1**	**45,150.00**	**169,850.00**	**215,000.00**

Los Angeles River Metals TMDL Coordinated Monitoring Plan

Estimated Annual Cost of Monitoring (FY 2012-2013)

Prepared by City of Los Angeles - Watershed Protection Division

Field Work: TIER-I	**No. Sampling Sites**	**Cost per Site**	**Total Cost per Month**	**Events per Year**	**Annual cost**
DRY weather sample collection (grab)	13	$ 200.00	$ 2,600.00	6	$ 15,600.00
WET weather sample collection (auto)	5	$ 600.00	$ 3,000.00	6	$ 18,000.00
Autosampler & Flow Meter Maintenance	5	--	$ 1,200.00	12	$ 14,400.00
Subtotal					**$ 48,000.00**
Field Work: TIER-II[a]					**Annual cost**
Tier II: Dry Weather Sampling (grab)	1	$ 200.00	$ 200.00	6	$ 1,200.00
Tier II: Wet Weather Sampling (grab)	3	$ 600.00	$ 1,800.00	6	$ 10,800.00
Subtotal					**$ 12,000.00**

Laboratory Analysis	**No. Samples (per yr)**	**Cost Per Sample**	**Annual cost**
TIER-I *EPA 200.8: Total/Dissolved Cu, Pb, Zn, Se, Cd; EPA 200.7: Hardness. Includes Field Blanks and Field Duplicates (QA/QC)*	132	$ 365.00	$ 48,180.00
TIER-II[a] *EPA 200.8: Total/Dissolved Cu, Pb, Zn, Se, Cd; EPA 200.7: Hardness*	24	$ 365.00	$ 8,760.00
Subtotal			**$ 56,940.00**

Equipment & Supplies	**Annual Cost**
Filtration Supplies (for Dissolved metals)	$ 5,460.00
Autosampler & Flow Meter Servicing and/or Replacement Parts[b]	$ 10,000.00
ISCO Cellular Modems (new equipment to replace outdated modems; one-time cost)[c]	$ 11,000.00
Miscellaneous Consumables	$ 1,500.00
Cellular Service Charges (telemetry system)[d]	$ 2,100.00
Subtotal	$ 30,060.00

Program Management (Data analysis & Management, Reporting, Supervision, and Coordination)	**Annual Cost**
TIER-I	$ 40,000.00
TIER-II	$ 10,000.00
Subtotal	**$ 50,000.00**

Total Annual Cost[e, f]	**$ 197,000.00**

Footnotes:

[a] If Tier-II activation criteria reset at the beginning of the annual reporting cycle, fewer sampling events will be required.

[b] This amount is to cover costs to repair/replace sensors, pumps, and other accessories in the event that damage occurs.

[c] Modems currently use analog cell service. Verizon will be dropping this service in the near future; upgraded modems are necessary for telemetry system to remain operational.

[d] If modems are upgraded to the digital platform, the cellular service charges will decrease to $600/year.

[e] This cost estimate does NOT include TIER-III Source Tracking (per guidance from the Technical Committee).

[f] The Scope-of-Work for the Coordinated Monitoring Plan may be affected by issuance of the new MS4 Stormwater permit. If this occurs, this cost estimate will need to be revised.

AMENDMENT NUMBER ONE
TO THE
MEMORANDUM OF AGREEMENT
BETWEEN
THE GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND
THE CITY OF MONTEREY PARK

REGARDING THE ADMINISTRATION AND COST SHARING OF THE COORDINATED MONITORING PLAN FOR THE LOS ANGELES RIVER AND TRIBUTARIES METALS TMDL

This Amendment Number One ("Amendment") is made this 15th day of August, 2012 by and between the Gateway Cities Council of Governments, a California joint powers authority ("GCCOG"), and City of Monterey Park, a California municipal corporation ("City") (hereinafter "Party" or "Parties") with respect to the following:

RECITALS

WHEREAS, the GCCOG and the City entered into a Memorandum of Agreement regarding the administration and cost sharing of the Coordinated Monitoring Plan for the Los Angeles River and Tributaries Metals TMDL ("Agreement"); and

WHEREAS, the Agreement will expire on June 30, 2012; and

WHEREAS, the Coordinated Monitoring Plan Technical Committee has recommended an extension of the Agreement for one year, and

WHEREAS, the Los Angeles River TMDL Steering Committee has also recommended an extension of the Agreement for one year; and

WHEREAS, Section 15(d) of the Agreement provides that the Agreement may be amended by an instrument in writing signed by the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. The term of the Agreement is hereby extended through June 30, 2013.

Section 2. The scope of work to be performed by the City of Los Angeles pursuant to the Agreement during the extended term under this Amendment is set forth in the revised Exhibit "B" attached hereto.

Section 3. The cost allocation for the scope of work in the revised Exhibit B is set forth in the revised Exhibit "C" attached hereto.

Section 4. Except as modified or changed herein, all other provisions and terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on their behalf, respectively, as follows:

DATE: _______ CITY

____
City Official

ATTEST:

____
City Clerk

APPROVED AS TO FORM:

____
City Attorney

DATE: _________ GATEWAY CITIES COUNCIL OF GOVERNMENTS

____
Gene Daniels, President

ATTEST:

____
Richard Powers, Secretary

Consent Calendar
Agenda Item 15

Staff Report City of Monterey Park

DATE: August 15, 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, C.M.C. , City Clerk

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

By: ______________________________

Consent Calendar
Agenda Item 16

Staff Report City of Monterey Park

DATE: August 15, 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 <u>unless</u> 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

Consent Calendar
Agenda Item 17

Staff Report City of Monterey Park

DATE: August 15, 2012

TO: PAUL TALBOT, CITY MANAGER

FROM: JIM SMITH, CHIEF OF POLICE

SUBJECT: 2010 COPS Technology Grant

The City of Monterey Park Police Department has been awarded $250,000.00 through the 2010 COPS Technology Grant Committee for the purchase of four new communication radio consoles and one communication repeater. This grant is specific for the purchase of Motorola consoles, repeater, equipment, software, and installation.

DISCUSSION:

Our current Communications Center utilizes the Motorola Gold Elite series equipment and components and will be replaced with the new MCC7500 series console equipment and components. We will also be adding a second Motorola Quantar Transmitter site as a failsafe feature to ensure we maintain communications at all times. Our current system has been procured over the course of many years and has become outdated and has been built exclusively with Motorola Technology. Due to the fact that our current infrastructure utilizes proprietary Motorola equipment and technology it would be neither practical nor economically feasible to procure radio equipment from a different manufacturer due to compatibility and interchangeability reasons. If we were to procure another vendor's equipment we would have to factor in the cost of additional equipment, components, and or software in order to ensure systems compatibility, reliability, and integrity. In addition converting to a different vendor would far exceed the amount of the grant and the difference would have to be covered by the City, which during these tough economic times would make the project cost prohibitive. The completion of this project will improve the police department's communications system, will provide additional safeguards against system failure, and will equip our communications center with the latest technology in emergency equipment to better handle wireless 9-1-1, voice over IP 9-1-1, digital communications, and other emerging technology.

The COPS Office of Grants Administration has approved a Sole Source exemption to Motorola, Inc. for this project. The appointed vendor for Motorola Inc. in our area is Advanced Electronics, Inc. Motorola, Inc. is offering the City of Monterey Park Police Department the Los Angeles County contract pricing in order to meet the goals and objectives of this program.

CEQA (California Environmental Quality Act):

Not Applicable.

FISCAL IMPACT:

The estimated cost for the equipment and installation is $300,000. The project will be funded through a combination of the 2010 COPS Technology Grant award ($250,000), a $20,000 trade in credit from Motorola, Inc. for our current equipment, and $30,000 appropriation from the Asset Forfeiture Account. No General Fund monies will be used for this project

RECOMMENDATION:

It is recommended that the City Council

1. Accept the 2010 COPS Technology Grant award of $250,000.00 specifically for the purchase of Motorola Inc. communications equipment per the Monterey Park Municipal Code section 3.20.050 subsection (2),

2. Appropriate $30,000.00 from the Asset Forfeiture Account for the project,

3. Authorize the City Manager to execute a contract with Motorola Incorporated and its authorized vendor, Advanced Electronics, in a form approved by the City Attorney; and

4. Take such additional, related action that may be desirable.

By: ______________________
Jim Smith
Chief of Police

Approved: ______________________
Paul Talbot
City Manager

New Business
Agenda Item 19

CITY OF MONTEREY PARK
CITY COUNCIL POLICIES AND PROCEDURES

APPROVED BY RESOLUTION NO. 9421, MAY 30, 1990
1ST REVISION-JULY 17, 2002
2ND REVISION – JUNE 2, 2004
3rd Revision - ________, 2012

City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754

CITY OF MONTEREY PARK
CITY COUNCIL POLICIES AND PROCEDURES

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CITY OF MONTEREY PARK
CITY COUNCIL POLICIES AND PROCEDURES

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CITY OF MONTEREY PARK
CITY COUNCIL POLICIES AND PROCEDURES

I. INTRODUCTION

The purpose of the following policies and procedures is to establish standards of proceedings and conduct to assist the City Council in the task of properly carrying out their roles and responsibilities as elected officials.

As representatives of the City of Monterey Park, there are various roles in which the elected officials fulfill – as individuals, and as the body, governing the City.

A. The Individual Elected Official

A Council Member, City Clerk, or City Treasurer is a person elected or appointed to serve on Monterey Park's City Council, or position thereof. These individuals bring unique skills, values, and beliefs to the City of Monterey Park and to the community for which he/she represents. In order to govern effectively, individual elected officials must work with each other and the City Manager to ensure high quality services are brought to each resident, business member and citizen; and the safety, health, and welfare of the community is maintained or improved.

To be effective, an individual elected official:

- Keeps the health, welfare, and safety a primary focus for all community members;
- Recognizes and respects differences of perspectives and style on the City Council and among staff, residents, business members, and citizens;
- Acts with dignity, and understands the implications of demeanor and behavior;
- Keeps confidential matters confidential;
- Participates in professional development and commits the time and energy necessary to be an informed and effective leader;
- Understands the distinctions between City Council and staff roles, and refrains from performing management functions that are the responsibility of the City Manager and staff;
- Understands that authority rests with the City Council as a whole, and not with individuals.

B. The City Council as the Governing Body

Municipalities are generally governed by the City Council, not by individual elected officials. While understanding these separate roles, the City Council and the City Manager work together as a "governance team."

This team assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively. Members of the City Council shall also act as the Board for the Community Redevelopment Agency.

To govern effectively, the City Council must have a unity of purpose and:

- Keep the City of Monterey Park focused on providing services and programs for the safety, welfare, and health of its constituency;
- Communicate a common vision;
- Operate openly, with trust and integrity;
- Govern in a dignified and professional manner, treating everyone with civility and respect;
- Govern with City Council-adopted policies and procedures;
- Take collective responsibility for the diverse range of views in the community to inform Council deliberations.

C. Mayor or Presiding Officer

As with any Board, there must be an individual to oversee and manage the operations and functions of the City Council as a whole. This individual is the Mayor.

In the absence of the Mayor, the Mayor Pro Tempore shall act as the Presiding Officer. If both the Mayor and Mayor Pro Tempore are absent, then the temporary presiding officer is determined by the current resolution establishing the means of mayoral rotation, i.e., the Council Member that is next in rotation to be mayor will serve as presiding officer. However, upon the arrival of the Mayor or the Mayor Pro Tempore, the temporary Presiding Officer shall immediately relinquish the chair upon the conclusion of the business immediately before the Council.

In addition, the Mayor or Presiding Officer shall have the responsibility of:

- Acting as the ceremonial head and spokesperson of all official, city-sponsored functions, events, and activities;
- Shall effectively oversee and run the City Council meetings and shall preserve the order of these meetings;
- The Mayor may call special meetings of the City Council;
- The Mayor may execute contracts and agreements on behalf of the City and/or upon approval by the City Council;

- The Mayor shall be use his/her best efforts to ensure that the policies and procedures as contained herein are followed.

II. MEETINGS OF THE CITY COUNCIL

A. Rules of Procedure

City Council proceedings should governed by common sense, civility and professionalism and provide the public with the meaningful ability to attend and participate in the meeting. Pursuant to applicable laws, including, without limitation, the Monterey Park Municipal Code, any issue of procedure relating to the conduct of a meeting or hearing not otherwise provided for in these Rules may be determined by the Mayor, subject to a vote of the entire Council. In addition, the City Council may, upon majority vote, alter or modify any provision of this Policy when appropriate or desirable.

B. Rulings of the Mayor or Presiding Officer are Final Unless Overruled

In presiding over Council meetings, the Mayor or Presiding Officer shall decide all questions or interpretations of rules of procedure. Any such decision or ruling shall be final unless overridden or suspended by a majority vote of the members present and voting.

C. Limitation of Debate

Although an open dialogue between Council Members and ample time and consideration is required for each business matter, it should be the desire of all Council Members to avoid redundancy when speaking and to effectuate a timely and effective conduct of business. Therefore, no Council Member shall speak more than once upon any one subject until every other member choosing to speak thereon has spoken. It is suggested that individual Council Members limit their speaking time to three minutes each time they have the floor and five minutes in total. The Council Member, by consent of the majority of the City Council, may be granted an additional three minute extension.

D. Decorum and Order – Council Members

1. Any Council Member desiring to speak shall address the Chair and upon recognition by the Chair, shall confine himself/herself to the question under debate. It is not necessary for the Chair to request every Council Member speak on each topic.

2. A Council Member desiring to question a staff member shall address his/her question to the City Manager, in appropriate

cases, who shall either answer the inquiry himself/herself or designate some member of the staff to answer the inquiry.

3. A Council Member, once recognized, shall not be interrupted while speaking unless called to order by the Mayor or Presiding Officer; unless a Point of Order is raised by another Council Member; or, unless the speaker chooses to yield for a question from another Council Member.

4. Any Council Member challenged while he/she is speaking, shall cease speaking immediately until the question of order is determined by the Mayor or Presiding Officer. If ruled to be in order, he/she shall be permitted to proceed. If ruled to be out of order, he/she shall remain silent or shall alter his/her remarks so as to comply with the rules of procedure.

5. Council Members shall accord the utmost courtesy to each other, to City employees, and to the public appearing before the Council; and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.

6. Any Council Member may move to require the Mayor or Presiding Officer to enforce the rules; and the affirmative vote of a majority of the Council shall require him/her to act.

E. Decorum and Order – Employees

Members of the Administrative staff and employees of the City shall observe the same rules of procedure and decorum applicable to members of the Council. The City Manager shall act to ensure that all City employees observe such decorum. Any staff member, including the City Manager, desiring to address the Council or member of the public shall first be recognized by the Mayor or Presiding Officer and not by any one individual Council Member or member of the public.

F. Decorum and Order – Public

Members of the public attending Council meetings shall observe the same rules of order and decorum applicable to the Council. Any member of the public making disruptive remarks or who becomes disruptive while addressing the Council or attending the Council meeting so as to disrupt, disturb or otherwise impede the orderly conduct of the Council meeting will be removed forthwith by the Presiding Officer and barred from further audience before the Council at that meeting unless permission to continue is granted by a majority vote of the Council. Members of the public may address the Council only on items within the subject-matter jurisdiction of the Council. A determination of whether an item is appropriate for discussion will be made by the Mayor with the Council's consent.

G. Meeting Curfew

As established by Resolution No. 9283, all regular, adjourned regular, and special meetings of the Council begin at 7:00 p.m., and absent consensus of the Council otherwise, are subject to an 11:00 p.m. curfew. The Mayor or Presiding Officer shall indicate to the City Council whether it is his/her intention to continue the meeting beyond the curfew, at which time the majority of the Council must approve. It should be the exception, rather than the rule, that Council Meetings extend beyond 11:00 p.m. The purpose of this curfew is to attempt to provide the public the meaningful opportunity to attend and participate in City Council Meetings.

H. Order of Business

1. Only at the regular meetings scheduled to be held on Wednesdays, the business of the meeting shall be taken up in the following order:
   a) Flag Salute;
   b) Roll Call;
   c) Oral and Written Communications (for all items on Agenda, except Public Hearings, or not on the agenda at all, but within the City Council's subject-matter jurisdiction) Time limit is 3 minutes per speaker and 20 minutes maximum.
   d) Consent Calendar;
   e) Public Hearings; Time limit is 5 minutes per speaker
   f) Unfinished Business;
   g) New Business
   h) Oral and Written Communications. Time limit is 5 minutes per speaker.
   i) Communications by the City Manager and City Attorney
   j) Council Communications

2. Items listed under the Consent Calendar are those items the City Manager believes will not require Council discussion and are routine in content. Also listed under the Consent Calendar are resolutions confirming action from a previous meeting which are brought back for approval of form rather than approval of action. Items may be pulled for separate discussion or clarification at any Councilmember's request, or upon receipt of a written request for public comment on the item

3. The consent calendar shall be introduced by a motion "to approve the consent calendar" and shall be considered as a single item without debate or discussion; provided, however, a member of the Council may request clarification of any item; and, further provided, that at the request of a member of the Council, any item shall be removed from the consent calendar and considered separately in the order in which the requests were made immediately following Council action on the remainder of the consent calendar. Passage of the motion to approve the consent calendar shall be equivalent to approval of each item thereon as if each had been acted on individually.

4. Council Communications. Items of interest that are not on the Agenda, such as conference or meeting reports, may be discussed under this item. No action, other than to "receive or refer to staff" may be taken.

I. Unfinished Business

Any matter, the consideration of which has not been completed at any meeting of the Council, and which has not been continued to a specific date, shall be listed for consideration at the next regular meeting of the Council under the heading of "Unfinished Business."

J. Addressing the Council

Any citizen may arise and address the Council on any City business, especially concerning him/her, or affecting his/her interests. In all cases, citizens addressing the Council will be asked to first complete a speaker card provided by the City Clerk and return their speaker cards to the City Clerk prior to the Council taking up the item to be addressed.

Any member of the public desiring to address the Council shall proceed to the podium and wait to be recognized by the Mayor or Presiding Officer. After being recognized he/she shall speak directly into the microphone and state his/her name and address for the record. The City Clerk shall call members of the public wishing to address the Council in the same order that the speaker cards are received, except that the Clerk, at the Mayor or Presiding Officer's direction, may group and present the speaker cards by first calling all persons in favor of an issue and then all persons opposed, and finally, those with neutral comments.

Comments from the public, which do not concern the subject of an agenda item, shall be heard during Oral and Written Communications. Otherwise, the public may speak when the Mayor allows for, or the conduct of a Public Hearing requires public comment during the Council's consideration of an agenda item.

K. Time Limitation When Addressing the Council

When addressing the Council, whether through Oral and Written Communications or while offering testimony upon any other item of Council consideration, no member of the public shall speak for more than three to five (3 - 5) minutes each time he/she has the floor without the approval of the Mayor or Presiding Officer or a majority vote of the Council. The City Council shall not allow members of the public to consolidate other requests to speak in an effort to gain additional speaking time.

The Council may further limit the length of time and/or the number of speakers that may communicate with the City Council during public communications, public hearing or new business items if there too numerous speakers on a particular items such that allowing everyone to speak or allowing them each to speak for 3-5 minutes would interfere with the Council being able to efficiently conduct the City's business.

L. Addressing the Council After A Motion is Made

After a motion has been made, or after a Public Hearing has been closed, no person shall address the Council. Only members of the City Council, upon recognition by the Mayor or Presiding Officer, may speak. The Council may call upon a member of the public or staff to respond to inquiries by the Council.

M. Limitations Regarding Public Comments and Reports

Generally, the Council should refrain from engaging a member of the public in open conversation before, during, or immediately after that person's oral communication to the Council. Council Members to the extent they believe such is necessary should respond to a speaker's comments after all members of the public have addressed the Council. Matters brought to the City Council requiring subsequent research and/or actions are, with Council consensus, forwarded to the City Manager's attention for follow-up.

Personal attacks or otherwise malicious statements violate these rules of decorum for City Council meetings.

All charges or complaints against employees shall be referred without comment to the City Manager for appropriate action, and may also be submitted to members of the Council for information by written communication only.

N. Ordinances

Ordinances may be introduced under the head of New Business by reading the title only. Ordinances ready for final passage shall be taken up under Unfinished Business and be read in full unless the reading thereof is dispensed with by majority vote of the City Council.

O. Discussion Procedure

While discussing any question under consideration by the Council, it shall be the duty of the members thereof to remain seated and address their remarks to the Presiding Officer and their fellow members. Any remarks or orders to the audience shall be addressed by the Presiding Officer or with his /her permission by members of the Council.

P. Sergeant-At-Arms

The Chief of Police, or designee, shall be deemed ex-officio sergeant-at-arms of the Council for the maintenance of order and decorum. Any member of the public making disruptive remarks or who becomes disruptive while addressing the Council or attending the Council meeting so as to disrupt, disturb or otherwise impede the orderly conduct of the Council meeting will be removed forthwith by the Presiding Officer and barred from further audience before the Council at that meeting unless permission to continue is granted by a majority vote of the Council.

Q. Attendance at Meetings

In the event that a quorum is not present at any meeting of the Council, and there is important business that should be transacted or disposed of without delay, any two members of the Council may cause a written notice to be served personally upon the absent members by the sergeant-at-arms or any police officer requesting their immediate attendance, whereupon it shall be the duty of such absent members to attend the meeting at once unless prevented by sickness or death in their immediate family.

R. Silence

During a collective vote (Ayes and Nays), silence of any Councilmember denotes an affirmative vote.

S. Continuance of an Item

Upon a Councilmember's request and by majority vote, an item (not subject to a deadline) may be continued to the next agreed upon meeting.

T. Failure to Vote

Every Councilmember should vote unless disqualified by reason of a Conflict of Interest. If a member abstains because of a legal conflict of interest, he/she is not counted as part of the quorum and is not deemed to be voting.

If a member abstains for reasons other than a legal conflict of interest, he/she will be counted in establishing a quorum. Such an abstention will not be counted as an aye or nay.

U. Tie Votes

If a tie vote occurs when a Member of the Council is absent, the item will be automatically continued once to the next regular meeting of the Council. Except in the event of an appeal to the Council, if a tie vote occurs as a result of the abstention of a Councilmember, the motion fails. If a tie vote on an appeal occurs as a result of the abstention of a Councilmember, the appeal is deemed denied.

V. Changing the Vote

A Councilmember may change his/her vote only if the change is made immediately following the announcement of the vote by the Mayor and before the next agenda item is announced.

W. Abstention

A Councilmember who publicly announces that he/she is abstaining from voting on a particular matter will not subsequently be allowed to withdraw the abstention.

III. CITY COUNCIL MEETING AGENDA

A. Agenda Preparation Deadlines

On the Friday five (5) days before the Council meeting, final agenda packets are distributed to the Council, City Clerk, City Attorney, and members of the press. Members of the public can obtain copies of the Agenda from the City Clerk's Office during regular business hours.

B. Council Requests for Agenda Items

Whenever practicable, the Council requests for inclusion or addition of agenda items for consideration at a Council meeting should be communicated to the City Manager at least nine (9) days before the Council meeting. The manager has the discretion to either place the item on the agenda, or to place it on the agenda under the Council Member's name and request direction from the entire Council.

In the absence of limited exemptions as defined by the Brown Act, agenda items cannot be added to a publicly promulgated Council meeting agenda any later than 72 hours before the Council meeting.

C. Other Elected Officials

The City Clerk or City Treasurer may request an item to be placed on an agenda for a Council meeting via the Mayor, a minimum of nine (9) days prior to the regularly scheduled City Council meeting. The item must relate to the duties of their respective offices. The City Manager has the discretion to either place the item on the agenda, or to place it on the agenda under the Elected Official's name and request direction from the entire Council.

IV. CERTIFICATES AND PROCLAMATIONS

A. Presentation of Certificates and Proclamations

Presentation of Certificates of Achievement, Appreciation, Recognition, and so forth, shall be publicly presented during specially scheduled City Council meetings, which occur the Tuesday preceding the 2nd Wednesday night business meeting of the month. Presentations begin at 6:00 p.m. and conclude by 6:45 p.m.

B. Time Allotment for Certificate Presentations

In an effort to provide an equitable time allotment for each Council Member to present his/her certificates, each Council Member shall be accorded ten (10) minutes to conduct his/her presentation(s).

In the event a Council Member does not wish to use his/her time to conduct a presentation(s), his/her time allotment shall then be equally distributed to the remaining Council Members, with a maximum time allotment of fifteen (15) minutes per Council Member.

C. Presentations Concerning City-Sponsored Events

The Mayor or Presiding Officer shall conduct all presentations concerning events, groups, individuals, and organizations that are sponsored all, or in part, by the City of Monterey Park and/or affiliated with the City of Monterey Park. These presentations shall begin at 6:00 p.m. and conclude by 7:00 p.m. on the Tuesday preceding the 2nd Wednesday night business meeting of the month.

D. Proclamation Presentations

The Mayor or Presiding Officer shall conduct presentations concerning the announcements of an official position of the City Council at 6:00 p.m. and conclude by 7:00 p.m. at a Special Meeting on the Tuesday preceding the 2nd Wednesday night business meeting of the month.

E. Requests for Certificate Presentations

Requests to agendize Certificate presentations must be communicated to the City Manager at least eight (8) days prior to a specially scheduled City Council meeting. For matters requiring a proclamation, please see above, Item D.

F. Certificate and Proclamation Signatures

Certificates and proclamations scheduled for the special Tuesday City Council meeting presentations shall contain the signatures of all Council Members.

For specific events and galas in which a Council Member(s) has been invited to attend:

1. One Council Member has been invited – the certificate shall require only the attendee's signature.
2. If more than one Council Member is invited and/or attending a specific event, the certificate shall be prepared with all five signatures of the City Council. At the time the request is made, an email will be sent out to all Council Members notifying them of this. If an individual Council Members wishes to have their signature removed, they must request this no less than 3 days prior to the event.

G. Specific Events – Requests for Certificates

To ensure timely and appropriate completion of certificates and to avoid duplication of certificate preparation, all requests for certificates should be provided to the City Clerk's Office, in writing, at least seven (7) days ahead of when the certificate is needed. All requests must be in writing and typed if possible.

When more than five (5) members of an organization are being honored, it should be the common practice to only present the organization with the certificate and not each individual member.

V. WRITTEN COMMUNICATIONS

A. General Policy

To ensure equal access to information for all Council Members, it is the Council's policy to distribute items of written information requested by, or distributed to, any one Council Member to all Council Members, including staff reports, memoranda, letters, and individual Council correspondence on City letterhead, when they apply to an official position or statement on behalf of the City, except for congratulatory letters, appreciation letters, etc.

B. Mail

Each day, the City Manager's office receives and opens all mail addressed to the Council as a whole and distributes it to them accordingly. Communications specifically addressed to individual Council Members are transmitted to them unopened.

C. Use of City Letterhead

Use of City of Monterey Park letterhead is authorized only for the carrying out of a Council Member's activities related to the conduct of his/her duties of elected office.

D. Correspondence requiring Mayoral Signature

Correspondence expressing an official position and/or opinion of the City of Monterey Park such as legislative correspondence, etc. shall require the signature of the Mayor, with the exception of City Participation in Amicus Curiae Briefs. As outlined in the City of Monterey Park's Administrative Policies and Procedures Manual, Policy Number 10-09, attached, the City Council provided authorization to the City Manager and City Attorney to review requests for and determine whether or not the City should participate in amicus curiae briefs and execute and join in such when appropriate.

VI. STAFF RELATIONS

A. Non-Interference with Administrative Services

Neither the Council nor any of its members shall interfere with the execution by the City Manager of his powers and duties, or assign, directly or indirectly, any of the City's Manager's subordinate employees specific work assignments (See Appendix, "Municipal Code Chapter 2.08 – City Manager").

B. Requests for Information from Staff

Except for routine informational matters, staff assistance to the City Council (e.g. requests for reports, special projects, policy research, etc.) is initiated through the City Manager's Office (See Appendix, "Municipal Code Chapter 2.08 – City Manager").

C. Requests for Staff Assistance

1. Requests for clerical assistance from staff of the City Manager's Office shall be provided to the City Manager or the Secretary to the City Manager.
2. Requests for assistance on tasks, projects, or research requiring eight (8) hours of staff time or more, must be requested upon the concurrence of two Council Members via the City Manager or Secretary to the City Manager.
3. Requests for assistance from staff of other departments shall be provided to the City Manager.

VII. CITY-SPONSORED ACTIVITIES AND SPECIAL EVENTS

In keeping with the philosophy of working together as a "governance team," the City Council shall work together in unison, rather than individually, with regard to the development, planning, coordination, and representation of City-sponsored activities, events, and special annual events.

While it is recognized that members working on such projects can bring much energy and resources to these events, the overall benefit highlights individuality rather than the Council working together. It shall therefore be the policy of the City Council and the City of Monterey Park that no single Council Member be associated with the planning, development, coordination or representation of a particular event, activity or special annual event. However, Council Members are free to provide ancillary or volunteer services in the event activities when provided through other charitable events or organizations such as the service club, sister city association, etc. In addition, this policy shall not apply to Council approved sub-committees established to develop recommendations or policies.

VIII. CITY COUNCIL COMMITTEE/ORGANIZATION ASSIGNMENTS

A. In July of each year, a review of all City Council Committee/Organization assignments shall be conducted. This review will allow for the reporting of committee and organizational activities, updates, and reports and the effectiveness of Council participation in the specific committee or organization.

B. Council Member appointments to specific committees and organizations shall be made upon the recommendation of the Mayor, with a majority vote of approval by the City Council.

IX. MISCELLANEOUS PROVISIONS

A. Failure to follow the prescribed policies and procedures and other related rules and regulations governing the roles and responsibilities of elected officials might subject the violator(s) to:

1. Censure;

2. Removal from City Council committee assignments;

3. Suspension of City-sponsored attendance at conferences, meetings, workshops, seminars, and similar gatherings;

4. Discontinuance of use of City equipment, including but not limited to, automobiles, computers and software, and copying machines;

5. Any other sanctions or removal of privileges deemed appropriate by the City Council.

B. No action of the Council or Board shall be invalidated, or the legality otherwise affected, by the failure or omission to observe or follow these policies or procedures.

C. The Council may amend or suspend these rules at any time upon majority vote of the Council.

D. Persons who are dissatisfied with a decision of the City Council may have the right to seek review of that decision by a court. In addition, the City has adopted §1094.6 of the Code of Civil Procedure which generally limits to ninety (90) days the time within which the decision of City boards and agencies may be judicially challenged.

Chapter 2.08

CITY MANAGER

Sections:

2.08.010 Office created.

The office of city manager is created and established. The city manager shall be appointed by the city council solely on the basis of his executive and administrative qualifications and ability, and shall hold office at and during the pleasure of the city council. (Prior code § 2100)

2.08.020 Eligibility.

Residence in the city, at the time of appointment, shall not be required as a condition of appointment.

No person elected to membership on the city council shall, subsequent to such election, be eligible for appointment as city manager until one year has elapsed after he has ceased to be a member of the city council. (Prior code § 2101)

2.08.030 Bond.

The city manager shall furnish a corporate surety bond to be approved by the city council in such sum as may be determined by the city council and shall be conditioned on the faithful performance of the duties imposed on the city manager as herein prescribed. (Prior code § 2102)

2.08.040 Absence.

The city manager shall appoint, subject to the approval of the city council, one of the other officers or department heads of the city to serve as manager pro tempore during any temporary absence or disability of the city manager. In case of the absence or disability of the city manager and his failure to so appoint a manager pro tempore, the city council may designate some duly qualified person to perform the duties of the city manager, during the period of absence or disability of said manager, subject, however, to said person furnishing a corporate surety bond conditioned on faithful performance of the duties required to be performed, as set forth in Section 2.08.030. (Prior code § 2103)

2.08.050 Compensation.

The city manager shall receive such compensation as the city council shall from time to time determine and fix by resolution, and said compensation shall be a proper charge against such funds of the city that the city council shall designate.

The city manager shall be reimbursed for all sums necessarily incurred or paid by him in the performance of his duties, or incurred when traveling on business pertaining to the city under discretion of the city council. Reimbursement shall only be made, however, when a verified itemized claim, setting forth the sums expended for which reimbursement is requested has been presented to the city council, and by said city council duly approved and allowed. (Prior code § 2104)

2.08.060 Powers and duties—Generally.

The city manager shall be the administrative head of the city government under the direction and control of the city council, except as otherwise provided in this chapter. He shall be responsible for the efficient administration of all the affairs of the city which are under his control. (Prior code § 2105 (part))

2.08.070 Powers and duties—Designated.

In addition to his general powers as administrative head, and not as a limitation therein, it shall be the duty of the city manager and he shall have the power:

(1) Enforce Laws. To see that all laws and ordinances of the city are duly enforced, and that all franchises, permits and privileges granted by the city are faithfully observed;

(2) Control Department Heads. To control, order and give directions to all heads of departments, subordinate officers and employees of the city, except the city clerk, city treasurer and city attorney; and to transfer employees from one department to another; and to consolidate or combine officers, positions, departments or units under this direction; provided, however, that nothing contained in this chapter shall be construed to supersede the authority of the city personnel board in the matter of classification of city officers or employees;

(3) Appoint. To appoint, promote, demote and remove any city officers and employees except the city clerk, city treasurer and city attorney, subject to the city civil service system. In the event the people of the city by election change the status of the office of the city clerk and city treasurer to appointive, then the city manager shall have the power and duty, subject to the civil service provisions of this code, to appoint, suspend and remove the city clerk and city treasurer;

(4) Control Departments. To exercise control over all departments of the city government and over all appointive officers and employees thereof, except the city clerk, city treasurer and city attorney;

(5) Attend Meetings. To attend all meetings of the city council unless excused therefrom by the council, except when his removal is under consideration by the council;

(6) Recommend. To recommend to the city council for adoption such measures and ordinances as he deems necessary or expedient;

(7) Advise Council. To keep the city council at all times fully advised as to the financial conditions and needs of the city;

(8) Prepare Budget—Accounting. To prepare and submit to the city council on or before June first of each year the annual budget for the city for the next succeeding fiscal year; and to require the director of finance to keep such a system of budget accounting as he may deem necessary or desirable.

From the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several departments, offices and agencies for the respective objects and purposes therein named. All appropriations shall lapse at the end of the fiscal year to the extent that they shall not have been expended or lawfully encumbered.

At any meeting after the adoption of the budget, the city council may amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose or to appropriate available funds not included in the budget;

(9) Purchase. To purchase or acquire in any lawful manner all property, equipment, services, materials and supplies for the city and for all departments and divisions thereof, provided the purchase or acquisition thereof has been approved by the city council or is included in a budget which has been approved and adopted by the city council. No expenditure shall be submitted or recommended to the city council except on report or approval of the city manager;

(10) Disposal of Surplus Property. To sell, declare surplus, or otherwise dispose of any city-owned equipment (such as typewriters, office equipment and miscellaneous tools) having a value of less than two hundred fifty dollars;

(11) Investigate City Affairs. To make investigations into the affairs of the city, and any department or division thereof, and any contract, or the proper performance of any obligations running to the city;

(12) Investigate Complaints. To investigate all complaints in relation to matters concerning the administration of the city government and in regard to the service maintained by public utilities in the city, and to see that all franchises, permits and privileges granted by the city are faithfully performed and observed;

(13) General Supervision. To exercise general supervision over all public buildings, public parks and other public property which are under the control and

jurisdiction of the city council and not specifically delegated to a particular board or officer;

(14) Full Time. To devote his entire time to the duties of his office and the interests of the city;

(15) Civic Movements. To provide leadership for civic movements designed to benefit the residents of the city when so authorized by the city council;

(16) Authorize Employees to Arrest. To designate officers or employees of the city who shall have the authority under California Penal Code Section 836.5 and Section 1.08.130 of this code to make arrests and issue notices to appear, to establish procedures and rules governing the conduct of said officers and employees, and to specify what ordinances the officers and employees shall have the duty to enforce if other than all ordinances of the city;

(17) Other Duties. To perform such other duties and exercise such other powers as may be delegated to him from time to time by ordinance or resolution of the city council. (Ord. 1695 § 3, 1987; Ord. 1201 § 1, 1968; prior code §§ 2105 (part)—2120)

2.08.080 Powers and duties—Exercise.

The exercise of the powers and duties of the city manager herein, and the provisions of this chapter, shall be subject to the provisions of Chapter 2.28, and to any rules and regulations heretofore or hereafter adopted pursuant thereto, as to classification of employees, the appointment, transfer, promotion, demotion, removal, suspension, dismissal and reinstatement of such employees and the procedures outlined therein governing the same.

The city manager shall be the appointing power under the terms of Chapter 2.28. (Prior code § 2121)

2.08.090 Orders and directions.

The city council and its members shall deal with the administrative services of the city only through the city manager, except for the purpose of inquiry, and neither the city council nor any members thereof shall have orders to any subordinates of the city manager. (Prior code § 2122)

2.08.100 Removal.

The removal of the city manager shall be only on a majority vote of the whole council, subject, however, to the provisions of Section 2.08.140. In case of his intended removal by the council, the city manager shall be furnished with a written notice stating the council's intention to remove him and the reasons therefor, at least thirty days before the effective date of his removal. (Prior code § 2123)

2.08.110 Removal—Request for hearing.

Within seven days after the delivery to the city manager of such notice, he may by written notification to the city clerk, request a public hearing before the council. Thereafter, the council shall fix a time for the public hearing which shall be held at its usual meeting place, but before the expiration of the thirty day period, and at which the city manager shall appear and be heard. (Prior code § 2124)

2.08.120 Removal—Suspension.

After furnishing the city manager with written notice of intended removal, the city council may suspend him from duty, but his compensation shall continue until his removal by resolution of the council passed subsequent to the aforesaid public hearing. (Prior code § 2125)

2.08.130 Removal—Discretion of council.

In removing the city manager, the city council shall use its uncontrolled discretion and its action shall be final and shall not depend upon any particular showing or degree of proof at the hearing; the purpose of which is to allow the city manager to publicly present to the city council his grounds of opposition to removal prior to its action. (Prior code § 2126)

2.08.140 Removal after municipal election.

Notwithstanding the provisions of this chapter, the city manager shall not be removed from office during or within a period of ninety days next succeeding any general municipal election held in the city at which said election a member of the city council is elected; the purpose of this provision is to allow any newly elected member of the city council or a reorganized city council to observe the actions and ability of the city manager in the performance of the powers and duties of his office. After the expiration of the ninety day period aforementioned, the provisions of the preceding sections as to the removal of the manager shall apply and be effective. (Prior code § 2127)

2.08.150 Civil service exemption.

The office of city manager is specifically excluded from the civil service or personnel system of the city, and the city manager shall not be entitled to the benefits, advantages or protection of the civil service or personnel system of the city. The city manager shall not be subject to the procedure outlined or prevailing in said system. (Prior code § 2128)