

CITY COUNCIL
MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA^{1 1[2]}
WEDNESDAY, JUNE 12, 2019

5:30 P.M.

MONTEBELLO CITY COUNCIL

JACK HADJINIAN
MAYOR

SALVADOR MELENDEZ
MAYOR PRO TEM

KIMBERLY A. COBOS-CAWTHORNE
COUNCILMEMBER

ANGIE M. JIMENEZ
COUNCILMEMBER

DAVID N. TORRES
COUNCILMEMBER

CITY CLERK
IRMA BARAJAS

CITY TREASURER
RAFAEL GUTIERREZ

CITY STAFF

INTERIM CITY MANAGER
Paul L. Talbot

CITY ATTORNEY
Arnold M. Alvarez-Glasman

DEPARTMENT HEADS

Assistant City Manager
Fire Chief
Police Chief
Director of Finance
Director of Human Resources
Director of Planning/Community Development
Director of Recreation and Community Services
Director of Transportation

Danilo Batson
Fernando Pelaez
Brad Keller
Robert Mescher
Bob Franco
Manuel Mancha
David Sosnowski
Tom Barrio

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Hadjinian
2. **ROLL CALL:** City Clerk I. Barajas

¹ In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official at 323/887-1497. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II(203)). If you require translation services, please contact the City Clerk's Office 24 hours before this meeting.

3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:

Members of the public interested in addressing the City Council on Closed Session items must fill out a form provided at the door, and turn it in to the City Clerk prior to the announcement of Closed Session items.

Please be aware that the maximum time allotted for individuals to speak shall not exceed three (3) minutes per speaker. Please be aware that in accordance with State Law, the City Council may not take action or entertain extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

***IN CONSIDERATION OF OTHERS, PLEASE TURN OFF, OR MUTE,
ALL CELL PHONES AND PAGERS.
THANK YOU FOR YOUR COOPERATION.***

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

CLOSED SESSION

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

City of Montebello v. All Persons Interested, L.A.S.C. Case No. BC713533

5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Name of Case: E. Unruh v. City of Montebello, Workers Compensation Case No. MNTA-3410

6. CONFERENCE WITH LABOR NEGOTIATORS

Government Code section 54957.6

Agency designated representative: Paul L. Talbot, Interim City Manager
Employee organization: Montebello Mid-Management Association,
Montebello Police Officers Association, Montebello Police Management
Association, Montebello Fire Management Association, Unrepresented
Employees

REGULAR SESSION

7. INVOCATION

PLEDGE OF ALLEGIANCE

8. PRESENTATIONS

A. OATH OF OFFICE - POLICE DEPARTMENT DISPATCHER

B. RECOGNITION TO JOY (JOE'S ORGANIZATION FOR YOUTH)

9. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

10. CORRECTIONS TO THE AGENDA – INTERIM CITY MANAGER

- 11. STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** Members of the public interested in addressing the City Council on any agenda item or topic must fill out a form provided at the door, and turn it in to the City Clerk prior to the beginning Oral communications. A form does not need to be submitted for public hearing items.

Speakers wishing to address the City Council on an item that is not on the agenda will be called upon in the order that their speaker card was received. Those persons not accommodated during this thirty (30) minute period will have an opportunity to speak under “Oral Communications – Continued” after all scheduled matters have been considered.

Please be aware that the maximum time allotted for individuals to speak shall not exceed three (3) minutes per speaker. Please be aware that in accordance with State Law, the City Council may not take action or entertain extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

12. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (30 MINUTES)

- 13. APPROVAL OF AGENDA:** Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception of any item which a member of the public or City Council has requested to speak upon. Such approval will also waive the reading of any ordinance.

CONSENT MATTERS (14-22)

14. SALE OF THE CITY OF MONTEBELLO WATER SYSTEM(S) AND RELATED ASSETS

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Consider the sale of the City of Montebello Water System(s) and Related Assets (pursuant to and in compliance with Assembly Bill 2339 – Gipson) to San Gabriel Valley Water for \$15,857,000 plus enter into a 10-year water lease rights for an additional \$1,950,000;
- 2) Consider the sale of the City of Montebello Water System(s) and Related Assets (pursuant to and in compliance with Assembly Bill 2339 – Gipson) to San Gabriel Valley Water including all future water rights to San Gabriel Valley Water for \$22,621,000; and
- 3) Take such additional, related action that may be desirable.

15. PUBLIC OUTREACH SALES TAX CONSULTANT

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Award a Professional Services Agreement to Cerrell Associates in the amount not to exceed \$138,361.00 for public outreach services related to a proposed tax measure for the March 2019 election and approve a 10% project contingency (or \$13,836) to cover any additional expenditures to be approved by the Interim City Manager;
- 2) Approve a Resolution of Appropriation in the amount of \$152,197 from General Fund Reserves to complete the proposed project/services;
- 3) Authorize the Interim City Manager to execute an agreement on behalf of the City;
- 4) Take such additional, related action that may be desirable.

16. CONSIDER APPROVAL OF THE PRELIMINARY ENGINEER'S REPORT FOR THE NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT AND SET A DATE FOR PUBLIC HEARING

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Adopt the attached resolution approving the Preliminary Engineer's Report for the Natasha Lane Landscape Assessment District No. 2005-01 and set a date for **Public Hearing for 6:30 PM on Wednesday, July 10, 2019 in the City Council Chambers,**
- 2) Take such additional, related action that may be desirable.

17. CONSIDER APPROVAL OF THE PRELIMINARY ENGINEER'S REPORT FOR THE NATASHA LANE SEWER AND STORM WATER PUMP STATIONS ASSESSMENT DISTRICT AND SET A DATE FOR A PUBLIC HEARING.

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Adopt the attached resolution approving the Preliminary Engineer's Report for the Natasha Lane Sewer and Storm Water Pump Stations Assessment District No. 2005-02 and establish the **Public Hearing for 6:30 PM on July 10, 2019 in the City Council Chambers;**
- 2) Take such additional, related action that may be desirable.

18. APPROVAL OF FIRST AMENDMENT TO AGREEMENT NO. 2978 - ANNUAL TREE MAINTENANCE SERVICES

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve the First Amendment to Agreement No. 2978 for Annual Tree Maintenance Services with West Coast Arborists, Inc., including a new fee schedule, and
- 2) Take such additional, related action that may be desirable.

19. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO SPECIFYING CERTAIN EMPLOYEE BENEFITS AND EMPLOYMENT CONDITIONS FOR DESIGNATED NON-REPRESENTED EMPLOYEES

RECOMMENDED ACTION: It is recommended that the City Council:

- (1) Approve the attached resolution.
- (2) Take such additional, related, action that may be desirable.

20. DIRECTOR EMPLOYMENT CONTRACTS

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) It is recommended that the City Council approve employment contracts for the following positions: Assistant City Manager/Director of Public Works, Director of Transportation, Director of Recreation and Community Services, Director of Planning & Community Development, Police Chief, and Fire Chief.
- 2) Take such additional, related, action that may be desirable.

21. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED June 12, 2019

RECOMMENDED ACTION: It is recommended that the City Council:

- (1) Adopt the proposed resolution approving the Warrant Register dated June 12, 2019; and
- (2) Take such additional, related action that may be desirable.

22. APPROVAL OF MINUTES – SPECIAL SESSION OF MAY 15, 2019 AND REGULAR SESSION OF MAY 22, 2019

RECOMMENDED ACTION: It is recommended that the City Council:

- (1) Approve the minutes as written; and
- (2) Take such additional, related action that may be desirable.

23. PUBLIC ORALS – IF NEEDED

COUNCIL ORALS

24. COUNCILMEMBER COBOS-CAWTHORNE

Town Hall June 25th at the Senior Center

25. COUNCILMEMBER JIMENEZ

None.

26. COUNCILMEMBER TORRES

None.

27. MAYOR PRO TEM MELENDEZ

- a. Coyotes
- b. Art projects/events
- c. Jóvenes Inc.

28. MAYOR HADJINIAN

None.

ADJOURNMENT

NOTES

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul Talbot, Interim City Manager

BY: Danilo Batson, Assistant City Manager / Public Works Director

SUBJECT: Sale of the City of Montebello Water System(s) and Related Assets

DATE: June 12, 2019

RECOMMENDATION

It is recommended that the City Council:

- 1) Consider the sale of the City of Montebello Water System(s) and Related Assets (pursuant to and in compliance with Assembly Bill 2339 – Gipson) to San Gabriel Valley Water for \$15,857,000 plus enter into a 10-year water lease rights for an additional \$1,950,000;
- 2) Consider the sale of the City of Montebello Water System(s) and Related Assets (pursuant to and in compliance with Assembly Bill 2339 – Gipson) to San Gabriel Valley Water including all future water rights to San Gabriel Valley Water for \$22,621,000; and
- 3) Take such additional, related action that may be desirable.

BACKGROUND

On October 21, 2016, the City of Montebello issued Request for Proposals (RFP No. 17-4) – The Purchase of the City of Montebello Water System and Related Assets.

On December 15, 2016, three (3) proposals were received from the following water companies:

- California Water Services
- Golden State Water
- San Gabriel Valley Water

The City reviewed the proposals but took no action with regards to the proposed sale of the water system(s). At the time, such a sale of the water system(s) would have required an affirmative vote of residents of the City of Montebello.

ITEM #14

On September 28, 2018, the Governor signed Assembly Bill 2339 – Gipson (A.B. 2339), which authorized the cities of El Monte, Montebello and Willows to sell their municipal water systems by January 1, 2022, subject to the following requirements:

- (1) The legislative body of the city shall not sell the water utility property for less than its fair market value, as defined in Section 1263.320 of the Code of Civil Procedure.
- (2) The legislative body of the city shall not sell the water utility property without a four-fifths vote of the city's legislative body.
- (3) There are at least two water suppliers that provide drinking water to residents in the city prior to the sale.
- (4) The city has deferred necessary maintenance for aging or failing water infrastructure of public water systems operated by the public utility. The necessity of the maintenance shall be demonstrated by a study conducted by an independent third party that evaluates performance of the system applying American Water Works Association standards or other equivalent standards.
- (5) The receiving water system's service area borders the service area of the subsumed water system.
- (6) The subsumed water system's customers shall not pay water rates different from customers already receiving service from the receiving water system. Consolidation of the water systems shall be economically feasible for the ratepayers of the subsumed water system. Ratepayers of the subsumed water system shall be notified of the applicable rate that will be in effect during the first year after consolidation has been completed. Any rate increases following the sale of a public utility for furnishing water service shall be phased in over time.
- (7) Consolidation of the water systems is technically and economically feasible.
- (8) (A) The legislative body of the city shall not sell its public utility for furnishing water service unless it considers oral and written protests at its second regularly scheduled meeting following the adoption of a resolution pursuant to Sections 37422 and publication pursuant to subparagraph (B). In addition to the requirements of Section 37422, the resolution shall allow 45 days for hearing protests to the sale and shall state the city's intended use of the sale proceeds. Notice of the sale may be given by including notice in the agency's regular billing statement. One written protest per parcel, filed by an owner or tenant of the parcel, shall be counted in calculating a protest. The city shall maintain all written protests for a minimum of two years following the date of the hearing to consider written protests.

On April 3, 2019, the City contacted the three water providers that submitted proposals for RFP 17-4. In the letter, the City asked each firm to submit revised proposals, based on the recent state legislation and the inspection reports completed by Harper and

ITEM #14

Associates Engineering on the City's Water System(s), which found that the water system required various improvements estimated at \$1,595,000. (Note: The report findings and recommendations were presented to the City Council on March 28, 2018).

The three (3) firms submitted their revised proposals, which are summarized in Table 1 – Water System Offers, including their prior offers from March 2016 and December 2016 (attached).

ANALYSIS

Table 1 shows the following for each option included in RFP No. 17-4:

- 1) **Option A**, which is described in the RFP as, "Purchase of all Water System facilities for both the Southern and Northern Service Areas, including lands and easements appurtenant thereto, with options to lease the City's Water Rights initially for a term of ten (10) years with the option to renew and extend the lease for up to an additional ten (10) year period. The City reserves the right to sell its Water Rights at any time after the initial ten (10) year term. The Purchaser will have the right of first refusal for any offer for the purchase of Water Rights that the City receives," San Gabriel Valley Water submitted the highest offer at \$15,857,000, plus the 10-year lease of the City's 368.5 AF of water rights (with a present worth cash value of \$1,950,000. With California Water Services submitting the second highest offer at \$12,191,051 (plus the 10-year lease of the City's 368.5 AF of water rights with a present worth cash value of \$1,950,000). Golden State Water elected not to submit an offer under this category, as permitted in the RFP.
- 2) **Option B**, which is described in the RFP as, "Purchase of all Water System facilities for both the Southern and Northern Service Areas, including lands and easements appurtenant thereto, as well as Water Rights in the Adjudicated Central Basin," Golden State Water submitted the highest offer at \$23,500,000. San Gabriel Valley Water submitted the second highest offer at \$22,621,000. California Water Services submitted the third highest offer at \$17,601,051 for this category.
- 3) **Option C** – which is described in the RFP as, "Purchase of either the Southern Service Area or Northern Service Area, or any portion(s) thereof, including lands and easements appurtenant thereto, with the option to lease a portion of the City's Water Rights, corresponding to the portion of the Water System acquired initially for a term of ten (10) years with the option to renew and extend the lease for up to an additional ten (10) year period. The City reserves the right to sell its Water Rights at any time after the initial ten (10) year term. The Purchaser will have the right of first refusal for any offer for the purchase of Water Rights that the City receives," San Gabriel Valley Water submitted the only offer, in this category, for the Northern Water System at \$13,307,000.
- 4) **Additional Option** – which is described in the RFP as, "Proposers are invited to propose purchase/lease options in addition to those expressly set forth in this RFP. Any such alternative proposal(s) shall be expressly delineated as such, and

ITEM #14

the City reserves the right to consider, accept or reject any such alternative proposal, in whole or in part. Any such alternative proposal(s) will, if considered by the City, be evaluated based upon the criteria set forth in this RFP.” No such alternative proposals were received nor submitted by any of the three (3) firms.

Pursuant to A.B. 2339, it appears that San Gabriel Valley Water has submitted the best offer that meets the criteria established under said legislation for the purchase of the City’s Water System(s), as Golden State Water’s offer does not appear to meet or conform with all of the items required by the legislation, namely the following [or Section 2. 37420.5 (a) (5)]:

The receiving water system’s service area borders the service area of the subsumed water system.

Attached is the current map of water purveyors in the City of Montebello.

FISCAL IMPACT

In order to proceed with the sale of the water system, the City must via a resolution approve the intended use of the sale proceeds. The City could consider using the sale proceeds for the following one-time projects/expenses (not listed in any order of priority):

- 1) Infrastructure Improvements – streets, sidewalks sewer, storm drains, etc.
- 2) Building Improvements – roof, ADA and HVAC, lighting improvements to city buildings, etc., including new furniture at some facilities.
- 3) Park Improvements – upgrades/repairs to playgrounds, walkways, parking lots, irrigation, lighting, etc.
- 4) Landscape Improvements – refurbishment of medians and landscape at city buildings, including plant materials, efficient irrigation system, entry monuments, etc.
- 5) Purchase or replacement of vehicles – police, fire, public works and parks vehicles.
- 6) City Council Chamber Audio/Visual Improvements – upgrade/installation of a new audio/video equipment and software.
- 7) Tree Planting or Reforestation Citywide – enhance or increase planting of parkway trees throughout the City.
- 8) Water Fund Debt – repay the General Fund for past subsidies and loans to the Water Fund, such as the loan from Central Basin to retrofit the Golf Course to recycled water.
- 9) Golf Course Improvements – installing a driving range barrier/fence to appropriate height and upgrading the driving range itself to increase use and revenues.

SUMMARY

The City Council will consider the sale of the City of Montebello Water System(s) and Related Assets, pursuant to and in compliance with Assembly Bill 2339 – Gipson, to San Gabriel Valley Water.

ATTACHMENTS

Table 1 – Water System Offers

Assembly Bill 2339 – Gipson, approved by the Governor on Sept. 28, 2018

Montebello Water Purveyors Map

TABLE 1 – WATER SYSTEM OFFERS

Option A	Option B	Option C
Purchase of all Water System facilities for both the Southern and Northern Service Areas, including lands and easements appurtenant thereto, with options to lease the City's Water Rights initially for a term of ten (10) years with the option to renew and extend the lease for up to an additional ten (10) year period. The City reserves the right to sell its Water Rights at any time after the initial ten (10) year term. The Purchaser will have the right of first refusal for any offer for the purchase of Water Rights that the City receives.	Purchase of all Water System facilities for both the Southern and Northern Service Areas, including lands and easements appurtenant thereto, as well as Water Rights in the Adjudicated Central Basin.	Purchase of either the Southern Service Area or Northern Service Area, or any portion(s) thereof, including lands and easements appurtenant thereto, with the option to lease a portion of the City's Water Rights, corresponding to the portion of the Water System acquired initially for a term of ten (10) years with the option to renew and extend the lease for up to an additional ten (10) year period. The City reserves the right to sell its Water Rights at any time after the initial ten (10) year term. The Purchaser will have the right of first refusal for any offer for the purchase of Water Rights that the City receives.

Bidder	April 2019 Offer	December 2016 Offer	Feb/March 2016 Offer
San Gabriel Valley Water			
<i>Option A</i>	\$15,857,000 + 10 yr lease rights (Avg*)	\$13,869,943 + 10 yr lease rights (Avg*)	\$12,176,560 + 10 yr lease rights (Avg*)
<i>Option B</i>	\$22,621,000	\$19,480,636	\$17,432,000
<i>Option C</i>	\$13,307,000 (Northern Water System only, incl. utility property & easements)	\$11,480,636 (Northern Water System only, incl. utility property & easements)	\$7,735,518 (Northern Water System only, incl. utility property & easements)
California Water Company			
<i>Option A</i>	\$12,191,051 + 10 yr lease rights (Avg*)	\$12,191,051 + 10 yr lease rights (Avg*)	\$12,191,051 + 10 yr lease rights (Avg*)
<i>Option B</i>	\$17,601,051	\$17,601,051	\$17,601,051
<i>Option C</i>	No Offer	No Offer	No Offer
Golden State Water Company			
<i>Option A</i>	No Offer	No Offer	No Offer
<i>Option B</i>	\$23,500,000	\$19,500,000	\$7,200,000
<i>Option C</i>	No Offer	No Offer	No Offer

*Average lease rates from the prior year of the cities of Lakewood, South Gate, and Cerritos.

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Date Published: 09/28/2018 09:00 PM

Assembly Bill No. 2339**CHAPTER 866**

An act to add and repeal Section 37420.5 of the Government Code, and to amend Section 10061 of the Public Utilities Code, relating to water.

[Approved by Governor September 28, 2018. Filed with Secretary of State September 28, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2339, Gipson. Water utility service: sale of water utility property by a city.

Existing law authorizes the furnishing of utility services by publicly owned public utilities, including municipal corporations, which are subject to control by their governing bodies. Existing law authorizes any municipal corporation to acquire, construct, own, operate, or lease any public utility, as defined, and authorizes a municipal corporation to sell or dispose of any public utility it owns. Existing law establishes an alternative procedure whereby a municipal corporation can lease, sell, or transfer that portion of a water utility used for furnishing water service outside or inside the boundaries of the municipal corporation, including the determination that the public utility is not necessary for supplying water to its own inhabitants or that its inhabitants will be provided with equal or better service by the acquiring entity, the sale or transfer is approved by a majority of all voters voting on this issue in an election, and that the acquiring entity disclose specified information before the election.

This bill would authorize the City of El Monte, the City of Montebello, and the City of Willows, until January 1, 2022, to sell its public utility for furnishing water service for the purpose of consolidating its public water system with another public water system pursuant to the specified procedures, only if the potentially subsumed water system is wholly within the boundaries of the city, if the city determines that it is uneconomical and not in the public interest to own and operate the public utility, and if certain requirements are met. The bill would prohibit the city from selling the public utility for one year if 50% of interested persons, as defined, protest the sale.

This bill would make legislative findings and declarations as to the necessity of a special statute for the Cities of El Monte, Montebello, and Willows.

This bill would incorporate additional changes to Section 10061 of the Public Utilities Code proposed by AB 2179 to be operative only if this bill and AB 2179 are enacted and this bill is enacted last.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:**SECTION 1.** The Legislature finds and declares all of the following:

(a) It is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

(b) Many communities in the State of California receive their drinking water from a multitude of public water systems, including municipalities, public utility corporations, state special districts, small public water systems, and mutual water companies. Communities with fragmented public water systems typically have vastly different costs of service, aging and failing infrastructure, and conflicting drought mitigation and conservation policies. Small fragmented water service providers are often unable to achieve efficiencies and economies of scale that are available to consolidated water systems with a broader customer base.

(c) Small water systems often lack adequate resources or expertise to operate in compliance with increasingly stringent and complex safe drinking water quality standards, which are required to protect public health and safety, and are unable to bear the cost of replacing and upgrading aging and failing water service infrastructure. As a result, many small water suppliers are too small to be viable, raising questions as to whether they will be able to provide safe and reliable water service to the public now or in the future. Many small water suppliers are in such precarious financial condition that basic infrastructure maintenance is infeasible, and in many cases, maintenance and replacement of failing infrastructure is deferred. These water suppliers also have such small customer bases that additional investment is not affordable.

(d) Drinking water supply facilities require ongoing routine maintenance and repair to ensure that the public receives safe and reliable water service at affordable rates. When routine repairs to water supply infrastructure components are deferred, facilities fail, necessitating costly emergency repairs when water mains break or pumping and water treatment equipment fails. Thus, while deferring routine maintenance might lower costs in the short term, doing so results in substantial increases in costs to small water suppliers and their customers in the long term.

(e) Therefore, it is the policy of the State of California to consolidate small public water systems when (1) the water supplier cannot feasibly provide or ensure access to affordable water services to a community, (2) multiple suppliers exist in a single community, and (3) water systems have deferred maintenance on their aging or failing water supply infrastructure.

SEC. 2. Section 37420.5 is added to the Government Code, to read:

37420.5. (a) Notwithstanding Article 2 (commencing with Section 10051) of Chapter 1 of Division 5 of the Public Utilities Code, the City of El Monte, the City of Montebello, and the City of Willows may sell its public utility for furnishing water service pursuant to this article for the purpose of consolidating its public water system with another public water system only if the potentially subsumed public water system is wholly within the boundaries of the city and if the city determines that it is uneconomical and not in the public interest to own and operate the public utility for furnishing water service, subject to all of the following requirements:

(1) The legislative body of the city shall not sell the water utility property for less than its fair market value, as defined in Section 1263.320 of the Code of Civil Procedure.

(2) The legislative body of the city shall not sell the water utility property without a four-fifths vote of the city's legislative body.

(3) There are at least two water suppliers that provide drinking water to residents in the city prior to the sale.

(4) The city has deferred necessary maintenance for aging or failing water infrastructure of public water systems operated by the public utility. The necessity of the maintenance shall be demonstrated by a study conducted by an independent third party that evaluates performance of the system applying American Water Works Association standards or other equivalent standards.

(5) The receiving water system's service area borders the service area of the subsumed water system.

(6) The subsumed water system's customers shall not pay water rates different from customers already receiving service from the receiving water system. Consolidation of the water systems shall be economically feasible for the ratepayers of the subsumed water system. Ratepayers of the subsumed water system shall be notified of the applicable rate that will be in effect during the first year after consolidation has been completed. Any rate increases following the sale of a public utility for furnishing water service shall be phased in over time.

(7) Consolidation of the water systems is technically and economically feasible.

(8) (A) The legislative body of the city shall not sell its public utility for furnishing water service unless it considers oral and written protests at its second regularly scheduled meeting following the adoption of a resolution pursuant to Sections 37422 and publication pursuant to subparagraph (B). In addition to the

requirements of Section 37422, the resolution shall allow 45 days for hearing protests to the sale and shall state the city's intended use of the sale proceeds. Notice of the sale may be given by including notice in the agency's regular billing statement. One written protest per parcel, filed by an owner or tenant of the parcel, shall be counted in calculating a protest. The city shall maintain all written protests for a minimum of two years following the date of the hearing to consider written protests.

(B) Notwithstanding Section 37423, the resolution shall be published at least once in a daily newspaper published and circulated in the city or, if there is none, the legislative body shall designate a newspaper published in the county. It shall also be posted for not less than 10 days in at least three conspicuous places in the city.

(C) (i) Notwithstanding Section 37425, if the legislative body of the city finds that protests have been filed by at least 10 percent of interested persons, the legislative body of the city shall call an election pursuant to Section 37427. If an election is called pursuant to this paragraph, the legislative body of the city shall not sell the public utility for furnishing water service unless the sale is approved by a majority of the city's registered voters voting on the issue.

(ii) If 50 percent or more of interested persons protest the sale of the public utility, the city shall not take further steps for the sale of the public utility. The city, after one year has passed, may sell the public utility if the requirements of this section are met, including adoption of a new resolution pursuant to subparagraph (A).

(iii) For purposes of this paragraph, "interested person" means a person who is a resident of the city proposing to sell its public utility pursuant to this section.

(9) The legislative body of the city has adopted a resolution, at a regularly scheduled meeting, that paragraphs (1) to (8), inclusive, have been met.

(b) This section shall remain in effect only until January 1, 2022, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2022, deletes or extends that date.

SEC. 3. Section 10061 of the Public Utilities Code is amended to read:

10061. (a) Notwithstanding Article 1 (commencing with Section 10001) and this article, and except as provided in Section 37420.5 of the Government Code, a municipal corporation, by following the provisions of this section, may lease, sell, or transfer all or part of a public utility owned and operated by it for furnishing water service. As used in this section, "municipal corporation" means a city or a city and county.

(b) Any municipal corporation owning and operating a public utility for furnishing water service, a part of which or all of which public utility is operated and used for furnishing water service outside the boundaries of the municipal corporation, may lease, sell, or transfer, for just compensation, all or any part of the portion of the public utility located outside the boundaries of the municipal corporation to any other municipal corporation, public agency, or public utility water corporation upon the terms and conditions agreed upon by the selling municipal corporation if, by resolution adopted by a majority of its legislative body, it has determined that the public utility, or portion thereof, is not necessary for supplying water to its own inhabitants and if the acquiring entity by resolution adopted by a majority of the members of its legislative body or board of directors has concurred in the lease, sale, or transfer and the terms and conditions thereof and if the acquiring entity will be bound to render water service to the persons formerly served through the system being sold on terms and conditions which are just and reasonable and which do not unreasonably discriminate against the customers of the acquired entity.

(c) Any municipal corporation owning and operating a public utility for furnishing water service may sell or transfer, for just compensation, all or any part of the public utility located inside its municipal boundaries to any other municipal corporation, public agency, or public utility water corporation upon the terms and conditions agreed upon by the selling municipal corporation, if the sale or transfer is approved as follows:

(1) The municipal corporation, by resolution adopted by a majority of its legislative body, has determined that the public utility, or portion thereof, is not necessary for supplying water to its own inhabitants, or that its inhabitants will be provided with equal or better service by the acquiring entity on terms that are just and reasonable and do not discriminate against the customers of the acquired entity, and orders the issue submitted to the qualified voters of the municipality at a special or general election held for that purpose.

(2) The acquiring entity by resolution adopted by a majority of its legislative body or board of directors has concurred in the sale or transfer and in the terms and conditions thereof.

(3) The sale or transfer is approved by a majority of all voters voting on the issue in the election held for that purpose.

(4) The municipal corporation, public agency, or public utility water corporation proposing to acquire a municipal corporation public utility for furnishing water service shall disclose to the customers of the public water system to be acquired, not less than 30 days prior to the date of election for formal approval of the acquisition, a written statement which includes all of the following:

(A) A summary of the price and terms of the proposed acquisition.

(B) A comparison of the applicable water charges before and after the proposed acquisition.

(C) The estimated savings to be achieved or additional costs expected to result, or both, from the proposed acquisition.

(d) Subject to subdivision (e), a municipal corporation may lease a public utility furnishing water service by a resolution adopted by a majority of its legislative body and without lease term or other restrictions stated in any other provision of law.

(e) A municipal corporation acting pursuant to subdivision (c) shall specify the manner of soliciting and filing, and the method of evaluating, proposals for the acquisition of the public utility. Upon receipt and staff evaluation of a proposal or proposals the municipal corporation, if it determines that the proposal or proposals are responsive, shall schedule a public hearing, and notice thereof shall be published in accordance with Section 6066 of the Government Code. At the hearing, the municipal corporation shall examine proposals received and staff recommendations, and without lease term or other restrictions, may lease, sell, or transfer, for just compensation, the public utility to the entity that the municipal corporation finds best qualified to continue to provide equal or better service to the customers of the system. If the resolution proposes a sale, the resolution shall place the question on the ballot at the next regularly scheduled election or at a special election called for that purpose. The municipal corporation may, in its sole discretion, reject all proposals.

(f) Any agreement entered into before September 17, 1965, between municipal corporations for the lease, sale, or transfer of all or any part of a public utility owned and operated by one of the municipal corporations and furnishing water service to the inhabitants of the municipal corporation to which the lease, sale, or transfer is made is hereby validated.

SEC. 3.5. Section 10061 of the Public Utilities Code is amended to read:

10061. (a) Notwithstanding Article 1 (commencing with Section 10001) and this article, and except as provided in Section 37420.5 of the Government Code, a municipal corporation, by following the provisions of this section, may lease, sell, or transfer all or part of a public utility owned and operated by it for furnishing water or sewer service. As used in this section, "municipal corporation" means a city or a city and county.

(b) Any municipal corporation owning and operating a public utility for furnishing water or sewer service, a part of which or all of which public utility is operated and used for furnishing water or sewer service outside the boundaries of the municipal corporation, may lease, sell, or transfer, for just compensation, all or any part of the portion of the public utility located outside the boundaries of the municipal corporation to any other municipal corporation, public agency, water corporation, or sewer system corporation upon the terms and conditions agreed upon by the selling municipal corporation if, by resolution adopted by a majority of its legislative body, it has determined that the public utility, or portion thereof, is not necessary for supplying water or sewer service to its own inhabitants and if the acquiring entity by resolution adopted by a majority of the members of its legislative body or board of directors has concurred in the lease, sale, or transfer and the terms and conditions thereof and if the acquiring entity will be bound to render water or sewer service to the persons formerly served through the system being sold on terms and conditions that are just and reasonable and do not unreasonably discriminate against the customers of the acquired entity.

(c) Any municipal corporation owning and operating a public utility for furnishing water or sewer service may sell or transfer, for just compensation, all or any part of the public utility located inside its municipal boundaries to any other municipal corporation, public agency, water corporation, or sewer system corporation upon the terms and conditions agreed upon by the selling municipal corporation, if the sale or transfer is approved as follows:

(1) The municipal corporation, by resolution adopted by a majority of its legislative body, has determined that the public utility, or portion thereof, is not necessary for supplying water or sewer services to its own inhabitants, or that its inhabitants will be provided with equal or better service by the acquiring entity on terms

that are just and reasonable and do not discriminate against the customers of the acquired entity, and orders the issue submitted to the qualified voters of the municipality at a special or general election held for that purpose.

(2) The acquiring entity by resolution adopted by a majority of its legislative body or board of directors has concurred in the sale or transfer and in the terms and conditions thereof.

(3) The sale or transfer is approved by a majority of all voters voting on the issue in the election held for that purpose.

(4) The municipal corporation, public agency, water corporation, or sewer system corporation proposing to acquire a municipal corporation public utility for furnishing water or sewer service shall disclose to the customers of the public water or sewer system to be acquired, not less than 30 days prior to the date of election for formal approval of the acquisition, a written statement which includes all of the following:

(A) A summary of the price and terms of the proposed acquisition.

(B) A comparison of the applicable water or sewer charges before and after the proposed acquisition.

(C) The estimated savings to be achieved or additional costs expected to result, or both, from the proposed acquisition.

(d) Subject to subdivision (e), a municipal corporation may lease a public utility furnishing water or sewer service by a resolution adopted by a majority of its legislative body and without lease term or other restrictions stated in any other law.

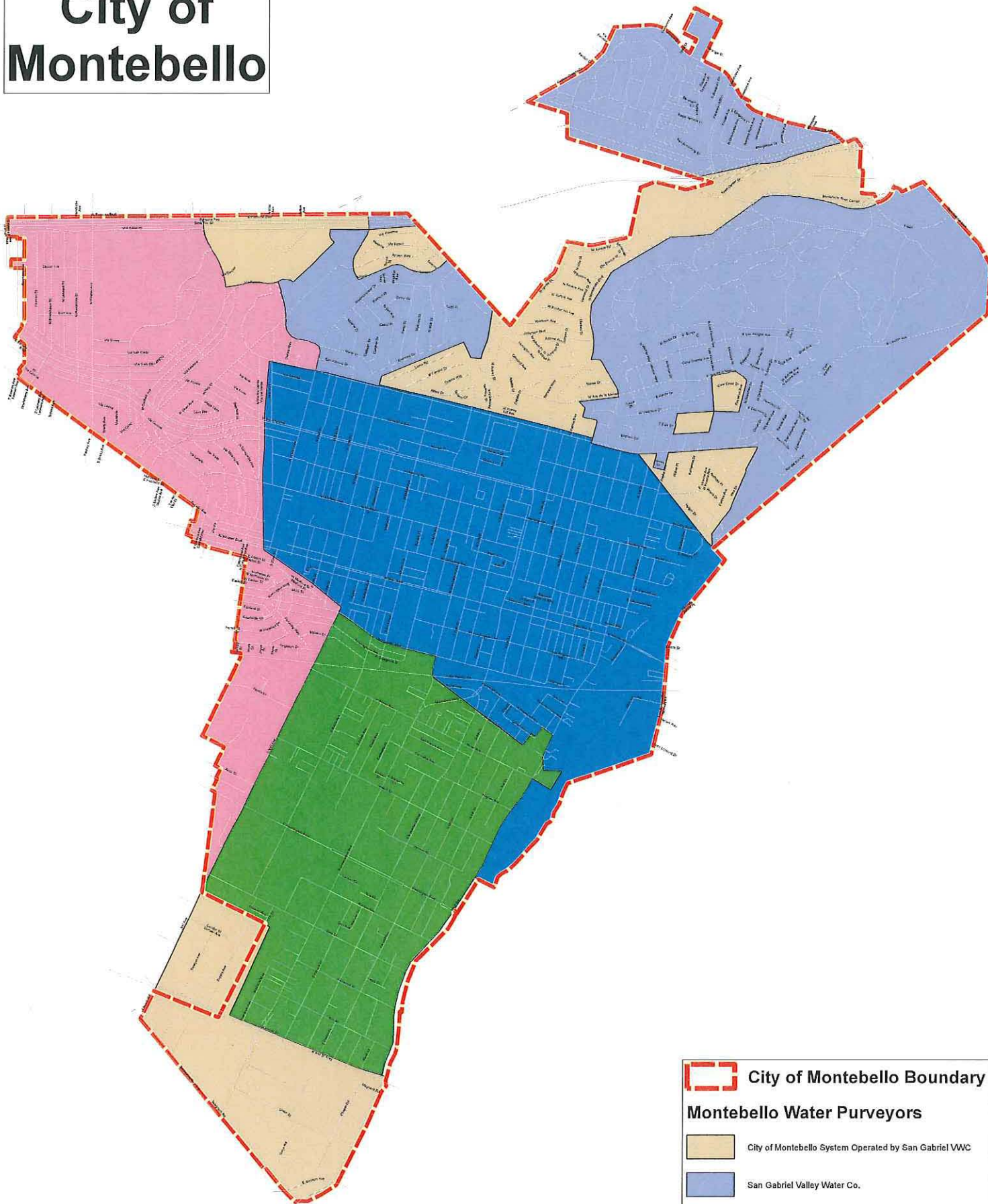
(e) A municipal corporation acting pursuant to subdivision (c) shall specify the manner of soliciting and filing, and the method of evaluating, proposals for the acquisition of the public utility. Upon receipt and staff evaluation of a proposal or proposals the municipal corporation, if it determines that the proposal or proposals are responsive, shall schedule a public hearing, and notice thereof shall be published in accordance with Section 6066 of the Government Code. At the hearing, the municipal corporation shall examine proposals received and staff recommendations, and without lease term or other restrictions, may lease, sell, or transfer, for just compensation, the public utility to the entity that the municipal corporation finds best qualified to continue to provide equal or better service to the customers of the system. If the resolution proposes a sale, the resolution shall place the question on the ballot at the next regularly scheduled election or at a special election called for that purpose. The municipal corporation may, in its sole discretion, reject all proposals.

(f) Any agreement entered into before September 17, 1965, between municipal corporations for the lease, sale, or transfer of all or any part of a public utility owned and operated by one of the municipal corporations and furnishing water service to the inhabitants of the municipal corporation to which the lease, sale, or transfer is made is hereby validated.

SEC. 4. The Legislature finds and declares that a special statute is necessary and that a general statute cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the unique circumstances in the Cities of El Monte, Montebello, and Willows.

SEC. 5. Section 3.5 of this bill incorporates amendments to Section 10061 of the Public Utilities Code proposed by both this bill and Assembly Bill 2179. That section shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2019, (2) each bill amends Section 10061 of the Public Utilities Code, and (3) this bill is enacted after Assembly Bill 2179, in which case Section 3 of this bill shall not become operative.

City of Montebello



 **City of Montebello Boundary**

Montebello Water Purveyors

-  City of Montebello System Operated by San Gabriel WWC
-  San Gabriel Valley Water Co.
-  California Water Service Co.
-  Montebello Land and Water Co.
-  South Montebello Irrigation District

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul Talbot, Interim City Manager

BY: Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: Public Information and Outreach Services Agreement

DATE: June 12, 2019

RECOMMENDATION

It is recommended that the City Council:

- 1) Award a Professional Services Agreement to Cerrell Associates in the amount not to exceed \$138,361.00 for public outreach services related to a proposed tax measure for the March 2019 election and approve a 10% project contingency (or \$13,836) to cover any additional expenditures to be approved by the Interim City Manager;
- 2) Approve a Resolution of Appropriation in the amount of \$152,197 from General Fund Reserves to complete the proposed project/services;
- 3) Authorize the Interim City Manager to execute an agreement on behalf of the City;
- 4) Take such additional, related action that may be desirable.

BACKGROUND/ANALYSIS

Over the past several years, the City Council has investigated the possibility of increasing revenue through a sales tax initiative. In 2017, during a rushed attempt, the voters rejected the tax increase by a small margin. Recently, members of the City Council have again voiced support of the idea of investigating a possible voter initiative for 2020. Extraordinary measures must be taken to mitigate the projected budget shortfalls and to maintain healthy cash reserves in the City's General Fund.

General Fund Budget and Reserves Overview:

The General Fund currently has a \$54 million operating budget. Over the next five years it's estimated the budget will grow to \$59 million, with rising pension costs being a significant driver of the increase. While a slight budget deficit is anticipated in the

ITEM #15

current year, the trend of growing annual budget deficits are problematic and will eventually eliminate our General Fund reserve.

The City's budget policy requires a balanced budget, meaning expenditures should not exceed revenues. Deficit spending means the City must tap into reserves to bridge revenue shortfalls or reduce services. In addition to a budget policy, the City gauges its General Fund as a benchmark tool to assess financial performance.

In order to maintain targeted reserve levels in accordance with the adopted policy, revenues will need to be increased or service cuts will need to be considered starting in Fiscal Year 2019/20.

There are three options to address the forecasted budget deficits:

- 1) Use reserves to cover projected deficits
- 2) Make budget cuts by reducing services offered to the community
- 3) Enhance revenues, including consideration of extraordinary measures

For long-term financial sustainability, a Transaction and Use Tax measure should be considered. This measure would have to be approved via a ballot measure. The City's next election is in March 2020, when there is a Statewide Primary election. If approved by voters, the City would begin to generate additional revenues in the 2020/21 budget year. It is recommended to begin the process of engaging the public immediately.

Transaction and Use Sales Tax (TUT) – A transaction and use sales tax is a viable way to increase revenues and ensure additional sales tax dollars generated in the City, stay in the City. The sales tax rate in Montebello is 9.5%, of which the City receives a 1.0% allocation. Legally, a 10.25% sales tax can be assessed with ballot approval. Currently, revenues from sales tax are \$12 million annually. Preliminary estimates provided by HDL, the City's tax consultant, show an additional 0.75% tax could generate \$5.5 million more annually because the additional 0.75% would be a direct allocation to the City as opposed to being added to the LA County pool.

The caveat to this option is the potential for Los Angeles County to place its own sales tax measure on the March, 2020 ballot, or a regional organization, such as AQMD. Due to the peculiarities of State sales tax law, County sales tax measure of this kind could conflict with Montebello's measure, making the additional 0.75% uncollectible by the California Department of Tax and Fee Administration (CDTFA). For this reason, many cities have held or plan to hold special elections earlier than March, 2020 in order to capture these additional sales tax revenues. Below is a summary of recent sales tax override measures with pass and fail rates for information.

CALIFORNIA SALES TAX BALLOT MEASURES RESULTS				
Calendar Year	Total Ballot	Total # Passed	Total # Failed	Annual Passage Rate
2019	1	1	0	100%
2018	82	69	13	84%
2017	21	14	7	67%
2016	100	69	31	69%

ITEM #15

Advantages of a Transaction and Use Sales Tax (i.e. sales tax override) adopted by the City are the tax:

- is regionally paid, not entirely by the City's residents
- has a statutory cap of 10.25%
- is competitive with what other surrounding cities have done or are doing
- revenues stay within local (Montebello) control

Soliciting Community Engagement

The process of engaging the Community early is essential in order to gauge public support and to assess their priorities, before either recommending reductions in services or placing revenue enhancement measures on the ballot. The City should develop an overall strategy as to how it will conduct public outreach, polling, educational workshops, community meetings, informational activities, etc.

The City can either develop these strategies internally using City Staff or hire legislative consultants. Because the proposed ballot measures require specialized legislative processes, Staff would recommend using a consultant with the technical expertise to handle such engagement of the public. As such, Staff recommends the City hire an external consultant to manage the outreach. Staff has reviewed qualifications of three well-known legislative consulting groups including scope of work, passage rates, and experience working with local cities, and has received preliminary cost estimates for services from the groups.

On March 4, 2019, the City issued a Request for Proposals for Public Outreach Services (RFP No. 19-22) inviting proposals from qualified persons or firms to provide comprehensive public engagement and outreach services to the City. On April 2, 2019, the City received three (3) proposals, a summary of the proposals is provided in the table below:

Firm	Public Education/ Outreach Dev. Services	Polling/Opinion Survey	Direct Mailing (3 pieces)	Additional Services*	Estimated Fee
William Berry Campaigns, Sacramento	\$55,000	\$18,500	\$32,199 (\$0.70 for 15,333 households)	TBD	\$105,699*
Cerrell Associates, Los Angeles	\$71,931	\$27,850	\$32,580	\$6,000	\$138,361
Elevate Public Affairs, Santa Monica	\$100,000 (8 months (@ \$12,500/month)	\$26,000	\$25,000 to \$30,000	\$18,050	\$153,500

*Additional Services include collateral development, online/social media, video series.

Based on the qualifications reviewed, Staff is recommending Cerrell and Associates. Cerrell, being headquartered here in Southern California, is very familiar with the region and Montebello specifically. Additionally, Cerrell would contract with FM3 to conduct outreach surveys. While William Berry campaigns is slightly less expensive, Mr Berry is mainly known for his work on School Bonds in Northern California. Additionally, Mr. Berry would be conducting his own phone survey in-house, versus using an established successful polling company such as FM3.

Timeline

With Council's approval, Staff would like to take the months of July – October to commence public outreach and polling to gauge the Community's priorities. Staff and the consultant will report back to the City Council the results of the public's opinions as to what actions to take in light of the projected budget deficits (e.g. spend down reserves, ballot measures to enhance revenues, and/or reduce services). The deadline to call a local ballot measure is 88 days prior to the election; that means Council has until December 6th to call ballot measures such as a Transaction and Use Tax or for the March 3, 2020 general election.

Montebello Municipal Code 3.21.022 states that, "once the department requesting the professional/special service has determined a firm has an adequate level of competence, the cost of the service may be considered, however, price may not be the sole factor in determining to whom a contract shall be awarded. The city's best interests may be served by awarding the contract to a higher priced contractor based on the scope of services available, unique skills, staffing levels, timing, prior experience, past working relationship, and other factors required by the department or proposed by the contractor". Based on qualifications and experience of the firms, including performance of similar services in the Los Angeles County Area, the best qualified firm that meets the City needs and requested services is Cerrell Associates.

It is recommended that the City Council award a Professional Services Agreement for public engagement and outreach services to Cerrell Associates in the amount not-to-exceed \$138,361 and approve an additional 10% project contingency (or \$13,836) for this project. The 10% contingency will only be used if additional services are required and upon approval by the Interim City Manager.

FISCAL IMPACT

Approval of the recommended actions authorizes a not-to-exceed expenditure of \$138,361 in order to engage Montebello residents and businesses for the purpose of educating the community about the City's projected budget deficits and to assess the community's priorities, plus a 10% project contingency of \$13,836 (or a total of \$152,197). The cost of the proposed services requires an appropriation from General Fund Reserves; therefore, a resolution of appropriation has been prepared for consideration and approval by the City Council.

SUMMARY

The City Council will consider selection of a firm to conduct public engagement and outreach services for a proposed City tax measure on the March 2020 Election.

ATTACHMENTS

Request for Proposals No. 19-22
Draft Agreement
Resolution

**CITY OF MONTEBELLO
REQUEST FOR PROPOSAL FOR
PUBLIC OUTREACH SERVICES
(RFP No. 19-22)**

ISSUED DATE: March 4, 2019

SUBMISSION DEADLINE: April 2, 2019, 4:00 pm

LOCATION: City of Montebello, City Clerk's Office, 1600 West Beverly Boulevard, Montebello CA 90640.

I. GENERAL INFORMATION ABOUT CITY

The City of Montebello is a general law city in Los Angeles County, California, located in the southwestern area of the San Gabriel Valley, and 8 miles east of downtown Los Angeles. The City is bounded by the City of Rosemead and unincorporated County areas to the north; by the Whittier Narrows Dam Recreation Area and Pico Rivera to the east; by Pico Rivera and Commerce to the south; and by Commerce and unincorporated East Los Angeles to the west. As of the 2010 United States Census, the City had population of approximately 62,500.

The City utilizes a city council/city manager form of government. The City Council provides political leadership and policy direction, and the City Manager works under the direction of the City Council and functions as the manager of the city employees and department heads. All City elections are governed by the California Elections Code.

II. DESCRIPTION AND SCOPE OF SERVICES NEEDED

A. General Description: The City is soliciting proposals from qualified professionals to provide public outreach services pertaining to potential local ballot measures for an upcoming municipal election. The City desires to ensure voters are accurately informed and understand the outcome of their vote associated with such potential ballot measures; and in particular a sales tax measure. Services may include communications in English and Spanish languages.

B. Project Timing: The timing of the public outreach services to be provided is constrained. Such services will commence immediately upon contract award, and conclude on or before the completion of the municipal election. The selected proposer must be able to complete the scope of services within this constrained time frame.

C. Scope of Services: Project tasks include, but are not limited to:

- 1) Develop appropriate information and education materials such as brochures, mailers and web content; provide advice as to the strategic use of different distribution, media outreach and technology/social media platforms.

- 2) Give advice on additional recommended steps in the public outreach process.
- 3) Conduct work in compliance with all applicable laws, and clearly advise City staff on the legal / permissible use of City resources and funds.
- 4) Give guidance and recommendations on proposed ballot measure language and content.
- 5) Coordinate with staff, the City Attorney, and additional consultants as necessary and directed by the City.
- 6) Attend Community, Committee, and/or and City Council meetings to present and receive direction on the proposed public outreach approach and the results thereof.
- 7) Coordinate frequently with the City Manager's Office and project team to provide timely updates on outreach efforts, make adjustments to the outreach approach, and ensure message continuity.
- 8) Develop and prepare all documents, messages, artwork, graphics, data analysis and presentations necessary to effectuate the public outreach program, all of which shall be property of the City of Montebello.

III. MINIMUM QUALIFICATIONS

To be considered for selection, proposers must demonstrate knowledge and experience in the following areas: California local government election procedures; performing high quality work in a timely and efficient manner; local government public outreach including conducting and presenting at public meetings, developing key messages, creating and designing informational materials such as brochures, mailers, and web content, and the strategic use of different media outreach and cutting edge technology as methods of distributing informational material.

IV. PROPOSAL CONTENT AND SUBMITTAL INSTRUCTIONS

- A. Deadline:** Proposals must be received no later than 4:00 PM on Tuesday, April 2, 2019.
- B. Location:** Proposals can be submitted via PlanetBids Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) or to the City Clerk's Office at 1600 West Beverly Boulevard, CA 90640, up to the hour of 4:00 p.m. on April 2, 2019. Proposals received after this time will be considered to be non-responsive.
- C. Content:** Proposals must be clearly labeled **"City of Montebello – Public Outreach Services (RFP No. 19-22)"** and include the following information:

- 1) Firm profile and qualifications including specific experience in outreach for ballot measures in California, with number of government agencies represented and success rate.
- 2) Recommended project approach and specific project steps including the use of any subcontractors and/or partners
- 3) Proposed schedule of work.
- 4) Expectations of the type and amount of tasks/support requested of City staff to assist in the process.
- 5) Identification of the project manager and key staff members who will be assigned to the daily work of the project; include the qualifications and relevant experience for the identified team members.
- 6) Project budget and total cost of service for public outreach, itemized to the extent possible and including a fee schedule for additional services.
- 7) Complete contact information for a minimum of two recent clients for whom similar services described in the RFP have been performed.

D. Submission: Proposals must be complete and received by the due date. Late submissions or delivery via facsimile will not be considered. The City assumes no responsibility for delays caused by mail or delivery service. Postmarking by the due date will not substitute for actual receipt. Proposals may be submitted as follows:

- 1) Electronic: Proposals must be submitted in PDF format via PlanetBids Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of 4:00 p.m. on April 2, 2019. Only require one copy of the entire proposal is necessary.
- 2) Personal Delivery by messenger services to the City Clerk's Office located at 1600 West Beverly Boulevard, Montebello, CA 90640. Proposals must be submitted in an envelope, and clearly marked "City of Montebello – Public Outreach Services (RFP No. 19-22)." Four (4) bound copies of the proposal must be submitted along with a PDF copy of the proposal on an USB thumb drive.
- 3) Mail: If submitting by mail, please ensure "City of Montebello – Public Outreach Services (RFP No. 19-22)" is written in the lower left-hand corner of the envelope. Four (4) bound copies of the proposal must be submitted along with a PDF copy of the proposal on an USB thumb drive.

V. POINT OF CONTACT

This RFP is issued by the City, and the Assistant City Manager will be the sole point of contact ("Point of Contact") during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than via the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello

Attention: Danilo Batson, Assistant City Manager

1600 West Beverly Boulevard

Montebello, CA 90640

(323) 887-1200 ext. 462

Email: dbatson@cityofmontebello.com

VI. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

VII. PROFESSIONAL SERVICES CONTRACT

The successful proposer will be required to enter into a professional services agreement with the City. Copies of the City's standard professional services agreement are available upon request. Depending on the value of services to be performed, the contract may be awarded by the City Manager or City Council.

The proposal process, contract negotiations and execution, and subsequent actions will be conducted by the City in accordance with applicable law. Proposers should carefully review this document, which constitutes the formal RFP, to ensure a clear understanding of the City's needs and objectives and scope of work.

VIII. EVALUATION OF PROPOSALS

Proposals will be evaluated on the proposer's ability to provide services that meet the requirements set forth in this RFP. The City reserves the right to make such investigations as

it deems necessary to determine the ability of the proposer to provide services meeting a satisfactory level of performance in accordance with the City's requirements. The proposer shall furnish such information and data for this purpose as the City may request, at no cost to the City. Interviews and presentations by one, several, or all of the proposers submitting a proposal may be requested if deemed necessary to fully understand and evaluate the proposer's capabilities and qualifications. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

IX. GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

- A. Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of City's objectives.
- B. Proposers shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and may be rejected in the City's discretion.
- C. All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed.
- D. Proposers shall prepare and develop proposals at their sole cost and expense.
- E. The City makes no representations of any kind that an award of a contract will be made as a result of this RFP, or subsequent RFP. The City reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, and/or delete any item/requirements from this RFP when deemed to be in City's best interest.
- F. Failure to comply with all requirements contained in this RFP may result in the rejection of a proposal.
- G. Receipt of an addendum of the RFP by a proposal must be acknowledged by submitting the signed addendum with the proposal.
- H. A proposal may be modified or withdrawn in person at any time before the scheduled due date, provided a receipt for the withdrawn proposal is signed by the proposer's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal.
- I. The City may evaluate the proposals based on the anticipated completion of all or any portion of the project. The City reserves the right to divide the project into multiple

- parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project.
- J. The City may, in the evaluation of proposals, request clarification from proposers regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.
 - K. By submitting a proposal in response to this RFP, the proposer accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City.
 - L. The City of Montebello expects the highest level of ethical conduct from proposers, including adherence to all applicable laws and local ordinances regarding ethical behavior.
 - M. If an agreement cannot be reached with the highest ranked proposer, City reserves the right to terminate negotiations with that party and enter into negotiations with the next highest ranked proposer.
 - N. Finalists in the selection process may be asked to attend an interview once the RFP process is complete.
 - O. Acceptance of any proposal is contingent upon the proposer's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the City's Municipal Code.
 - P. Any explanation desired by a proposer regarding the meaning or interpretation any part of this RFP must be requested in writing and received in the City's Office not less than five (5) calendar days prior to due date of proposals. Oral explanations or instructions given prior to the opening of the offer shall not be binding. The City's shall issue any official Addendums in writing or via PlanetBids to all proposers.

[END OF REQUEST FOR PROPOSALS]

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. _____

BY AND BETWEEN

CITY OF MONTEBELLO

AND

CERRELL ASSOCIATES

This agreement ("Agreement") is made as of June 12, 2019 by and between the City of Montebello, a municipal corporation ("City") and Cerrell Associates ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the City desires to utilize the services of Consultant as an independent contractor to provide Public Information and Outreach Services to the City as set forth in the attached Exhibit "A"; and

WHEREAS, the Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

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

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in Exhibit "A."

B. Schedule of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in Exhibit "C"

2. Term of Agreement.

This Agreement shall commence on July 1, 2019 (the "Commencement Date") and shall terminate effective June 30, 2020 or unless terminated by either party or parties as set forth pursuant to the provisions of this Agreement and Exhibits.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in Exhibit "A". Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. City shall endeavor to pay invoices bearing correct and authorized charges within thirty (30) days of the date they are received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

B. Total payment to Consultant pursuant to this Agreement shall not exceed One hundred thirty-eight thousand three hundred sixty-one dollars (\$138,361). Compensation shall be payable as set forth in the Compensation Schedule in the attached Exhibit "A".

4. General Terms and Conditions.

The General Terms and Conditions set forth in Exhibit "B" are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

City: City Administration
City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640

Consultant: Cerrell Associates
Tori Chica
320 N. Larchmont Blvd.
Los Angeles, CA 90004

6. Exhibits.

All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit "A": Scope of Services and Compensation Schedule.

Exhibit "B": General Terms and Conditions.

Exhibit "C": Schedule of Performance

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

CITY OF MONTEBELLO
("CITY")

("CONSULTANT")

Paul Talbot
Interim City Manager

Steve Bullock
CFO

Date: _____

Date: _____

ATTEST:

ATTEST:

Irma Barajas, City Clerk

Name

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND COMPENSATION SCHEDULE
(see attached)

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency the validity of a wholly independent contractor relationship between City and Consultant, then arising out of such audit and any appeals relating thereto.

C. Consultant shall not be entitled to retirement, medical, dental or other benefits provided to employees of the City.

D. In the event that Consultant, or its employee, agent, or subcontractor providing services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold the City harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

2. Standard of Performance

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Administrator or his/her designee. The Director of the City's Transportation Department or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in Exhibit "A." However, no additional or different tasks or services shall be performed by Consultant other than those specified in Exhibit "A," or those so assigned in writing to Consultant by the Director or his/her designee.

B. The City Administrator shall administer this Agreement and provide for

immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "Claims"), which Indemnities may suffer or incur or to which Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by the Consultant's negligent or willful acts. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnities pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$500,000 per occurrence for all covered losses and no less than \$1,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$500,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

(iii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less

than \$500,000 per accident for all covered losses.

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$500,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VIII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insured's to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "City Clerk" City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Confidentiality.

Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultants' covenant under this section shall survive the termination of this Agreement.

6. Ownership of Work Product.

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant.

7. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant. Consultant's covenant under this section shall survive the termination of this Agreement.

8. Termination for Cause.

A. *Termination for Cause.* Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under this Agreement within seven (7) days after receipt from City of a written notice of such default, or should Consultant violate any of the terms and conditions of the Agreement, City may terminate this Agreement with cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services

satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City.

B. *Termination for Convenience.* City may, in its sole discretion, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, (5) days' before the effective date of such termination. Upon the effective date of termination, Consultant shall immediately cease performance of any and all Services under this Agreement. Consultant may not terminate this Agreement except for cause.

9. Personnel.

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

11. Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

12. Compliance with Laws.

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the state of California pursuant to sections 2105 and 17451 of California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. Licenses.

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

14. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

15. Attorney's Fees.

In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

16. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

17. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

18. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

19. Severability.

If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

20. Entire Agreement.

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City.

This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the City as set forth in the Montebello Municipal Code and attested by the City Clerk.

21. Authority.

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

EXHIBIT "C"
(see attached)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MONTEBELLO AUTHORIZING
THE APPROPRIATION OF FUNDS FOR
PUBLIC ENGAGEMENT AND OUTREACH
SERVICES

THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES RESOLVE AS
FOLLOWS:

SECTION 1. That the Finance Director is hereby authorized to make the
following appropriation:

FROM		TO	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
100-99-2900	\$152,197	100-10-110-6040.95	\$152,197
(General Fund Reserve)		(City Clerk)	

SECTION 2. That the City Clerk shall certify to the adoption of this Resolution,
which shall become effective immediately upon approval.

ADOPTED AND APPROVED this 12th day of June, 2019

ATTEST: _____
Jack Hadjinian, Mayor

Irma Barajas, City Clerk _____
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul Talbot, Interim City Manager

BY: Danilo Batson, Assistant City Manager/Director of Public Works

SUBJECT: **Consider Approval of the Preliminary Engineer's Report for the Natasha Lane Landscape Assessment District and Set a Date for Public Hearing**

DATE: June 12, 2019

RECOMMENDATIONS

It is recommended that the City Council:

- 1) Adopt the attached resolution approving the Preliminary Engineer's Report for the Natasha Lane Landscape Assessment District No. 2005-01 and set a date for **Public Hearing for 6:30 PM on Wednesday, July 10, 2019 in the City Council Chambers,**
- 2) Take such additional, related action that may be desirable.

BACKGROUND

On April 10, 2019, the City Council approved Resolution No. 19-33 initiating proceedings for the FY 2019-2020 levy of annual assessments to fund landscape maintenance for the properties located on Natasha Lane.

Natasha Lane is a twenty-unit housing development, built in 2005, extending to the south from Whittier Boulevard and to the east of Bluff Road. As part of the development, new landscaping was installed within a storm drain easement at the southerly terminus, along frontage of the property facing Whittier Boulevard and along the rear portion of the property. The City is responsible for the maintenance of landscaping in these areas.

The properties of this development benefiting from these improvements were assessed in the FY 2018-2019 and prior years. Continued assessment of the properties benefiting from these improvements is being proposed to offset the cost of maintenance and future replacement of the system.

The attached Resolution establishes approval of the Preliminary Engineer's Report for Natasha Lane Landscape Assessment District No. 2005-01 and provides notice of the required public hearing concerning the levy of the proposed assessments.

ANALYSIS

The attached Preliminary Engineer's Report identifies the properties that were previously assessed and the annual assessment for FY 2019-2020 for each property. Each property is to be assessed a portion of the total annual proposed landscape maintenance costs based on the amount of street frontage on Natasha Lane. The annual FY 2019-2020 assessment for each property will remain the same as in FY 2018-2019. The average assessment per property is \$559.46 for FY 2019-2020.

The attached Resolution establishes property approval of the Preliminary Engineer's Report for Natasha Lane Landscape Assessment District No. 2005-01, and provides the publishing of a public notice of the required **Public Hearing for 6:30 PM on Wednesday, July 10, 2019** to approve the updated annual assessments.

FISCAL IMPACT

The properties benefiting from the landscape improvements will be assessed maintenance and operations costs established in the Preliminary Engineers Report for FY 2019-2020. The costs will be funded with the annual assessments from the Assessment District No. 2005-01. There will be no impact on the General Fund.

SUMMARY

The City Council will consider approval of the Preliminary Engineer's Report for the Natasha Lane Landscape Assessment District and set the required **Public Hearing for 6:30 PM on July 10, 2019, in the City Council Chambers**. The properties benefitting from these improvements were assessed in FY 2018-2019, and in prior years. Continued assessment of the properties benefiting from these improvements is necessary to offset the cost of maintenance.

ATTACHMENTS

Resolution
Exhibit A – Map
Preliminary Engineer's Report

RESOLUTION No. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE ENGINEER'S REPORT FOR NATASHA LANE LANDSCAPE ASSESSMENTS DISTRICT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENT AND PROVIDING NOTICE OF TIME AND PLACE OF A HEARING ON THE PROPOSED LEVY OF ASSESSMENTS, DETERMINING DURATION OF SUCH ASSESSMENTS AND ANNUAL INCREASES IN AMOUNTS THEREOF AND PROVIDING FOR ELECTION THEREON.

WHEREAS, the City Council ("City Council") of the City of Montebello ("City") has by Resolution No. 19-33, ordered the preparation of the Engineer's Annual Levy Report ("Report") for the District known and designated as the Natasha Lane Landscape Assessment District No. 2005-01 of the City of Montebello ("District"), pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code ("Act"), for the installation, operation, maintenance and servicing of street lights, traffic signals, street trees, parkways, median islands, landscaping, parks, and any appurtenant improvements as set forth in Section 22525 of the California Streets and Highways Code ("Improvements"); and

WHEREAS, as ordered by the City Council, the City Engineer has filed with the City Clerk a preliminary report regarding the assessments to be levied and collected from the owners of assessable property within the District to pay the costs of the installation, operation, maintenance and servicing of street trees and landscaping, and any appurtenant improvements, and that report has been presented to and considered by the City Council; and

WHEREAS, it is necessary that the City Council adopt a resolution of intention pursuant to Section 22587 of the Streets and Highways Code to, among other things, fix and give notice of the time and place of a public hearing on the formation of the proposed District and levy of assessments.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council of the City of Montebello as follows:

SECTION 1. Findings. The City Council of the City of Montebello finds that:

- (a) The foregoing recitals are true and correct;
- (b) The Engineer's Report (the "Report") contains all matters required by Sections 22565 through 22574 of the Streets and Highways Code and may, therefore, be approved by the City Council;
- (c) The assessments which are proposed to be levied on all parcels of assessable land within Natasha Lane Landscape Assessment District are based on special benefit conferred upon each such parcel from the payment of the cost of the installation, operation, maintenance and servicing of street trees and parkways, landscaping, and appurtenant improvements;
- (d) The proportionate special benefit derived by each such parcel has been determined in relationship to the entirety of the capital cost of the installation, operation, maintenance and servicing of street trees and landscaping, and appurtenant improvements; and
- (e) The amount of the assessment which is proposed to be assessed on each such parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that parcel and will remain the same amount as assessed in FY 2018-2019.

SECTION 2. Intention. The City Council declares that it intends to levy assessments on all lots and parcels of assessable land proposed to be included in Natasha Lane Landscape District of the City of Montebello, as set forth in the Report. Those assessments will be collected at the same time and in the same manner as the County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

SECTION 3. Improvements. The Improvements shall include the maintenance of the following:

(a) The maintenance of landscaping, including, but not limited to, street trees;

(b) The installation of construction of any facilities which are appurtenant to any improvements listed in (a) which are necessary or convenient for the maintenance or servicing thereof including, but not limited to, irrigation, planting, and electrical facilities;

SECTION 4. Formation of Assessment District. The distinctive designation of the proposed district is Natasha Lane Landscape District in the City of Montebello. The boundaries of the territory to be included in the District are described and shown in the Report. The general location of the territory to be included in the District is Natasha Lane in the City of Montebello.

SECTION 5. Report and Assessments. The Report, which is on file with the City Clerk of the City Council, and which has been presented to the City Council at the meeting at which this resolution is adopted, is approved. Reference is made to the Report for a full and detailed description of the Improvements, the boundaries of Natasha Lane Landscape District and the proposed assessments upon assessable lots and parcels of land therein.

SECTION 6. Duration of Assessments and Inflation Increases and Election Thereon. The assessments shall be levied on all parcels of assessable property within Natasha Lane Landscape District as identified in the Report, so long as the assessments are necessary to finance the Improvements specified in Section 3 and the maintenance and servicing thereof. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index – All Urban Consumers for the Los Angeles – Anaheim – Riverside Area; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than seven and one-half percent (7.5%), and the amount of the assessment to be levied on any parcel in any fiscal year shall not in any event exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 7. Hearing. The time and place of the hearing required by Section 22587 through 22594 of the Streets and Highways Code concerning the levy of the proposed assessments is set for 6:30 p.m. on Wednesday, July 10, 2019 at the City of Montebello Council Chambers, located at 1600 W. Beverly Boulevard, Montebello, California, 90640.

SECTION 8. Notice of Hearing. The City Clerk is hereby authorized and directed to publish a copy of this Resolution in a newspaper of general circulation in said City. Said Publication shall be not less than ten (10) days before the date of said public hearing.

SECTION 9. For any and all information relating to the Procedures, protest procedures, documentation and/or information of procedure or technical nature, your attention is directed to the office listed below as designated:

Samuel T. Kouri, P.E.
City Engineer
City of Montebello

APPROVED AND ADOPTED this 12th day of June, 2019

Candidate	Number of Votes (Approximate)
Mayor	100,000
Jack	80,000
Hadjinian	60,000

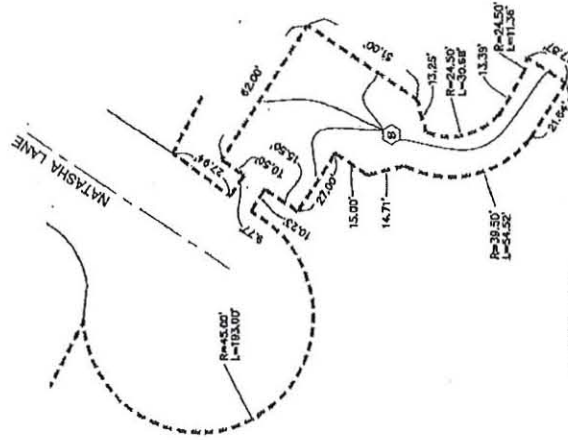
ATTEST:

Candidate	Votes
Irma Barajas, City Clerk	10
Arnold Alvarez-Glasman, City Attorney	1

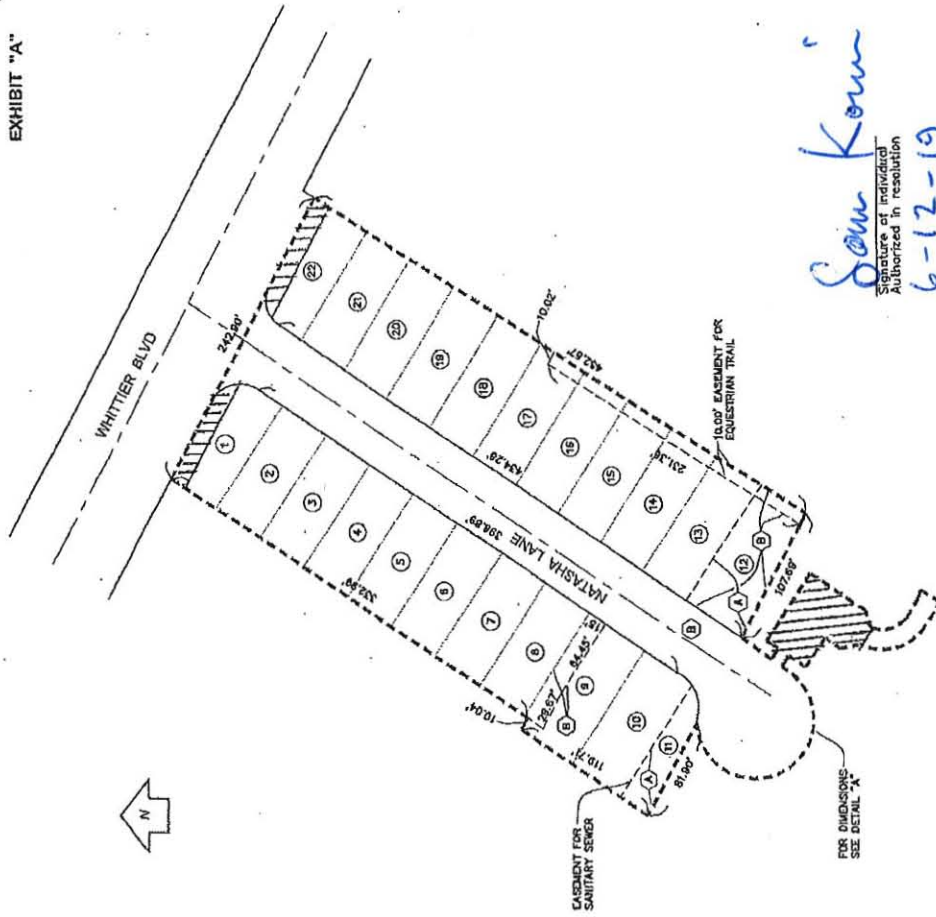
LEGEND:

- AREAS OF MAINTENANCE**

LANDSCAPE ASSESSMENT DISTRICT AREA



DETAIL "A"



**NATASHA LANE PROPOSED
LANDSCAPING ASSESSMENT BOUNDARY MAP**

Sam Koon
Signature of individual
Authorized in resolution
6-12-19

PLANS PREPARED BY AAE INCORPORATED

 **Architectural Art & Engineering**
200 Westside Avenue, Suite 200
Beverly Hills, CA 90212
Tel: (310) 274-0000 Fax: (310) 274-0001

**CITY OF MONTEBELLO
PRELIMINARY ENGINEER'S REPORT
FOR
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

**For
FY 2019-2020**

Jack Hadjinian, Mayor

Salvador Melendez, Mayor Pro Tem

Kimberly Cobos-Cawthorne, Councilmember

Angie Jimenez, Councilmember

David N. Torres, Councilmember

Preliminary Engineer's Report
June 12, 2019

**CITY OF MONTEBELLO
PRELIMINARY ENGINEER'S REPORT
FOR
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1
(FISCAL YEAR 2019-2020)**

SECTION I: AUTHORITY FOR REPORT

This report is prepared pursuant to the provisions of the Landscape and Lighting Act of 1972 (commencing with Section 22500) of Division 15 the Street and Highway Code for the maintenance of Public Landscaping that benefits only the properties on Natasha Lane. The report covers the period from **July 1, 2019 through June 30, 2020.**

SECTION II: PLANS

The Plans showing extent and location of landscape herein by Exhibit A. Plans showing the general locations of landscaping to be maintained are incorporated herein by reference.

All of above mentioned items are on file in the office of the City Engineer.

SECTION III: SPECIFICATIONS FOR MAINTENANCE

Landscaping maintenance shall consist of installing, cutting, pruning, trimming, fertilizing and treating plants, shrubs, trees, ground cover and soil to provide a pleasing and attractive landscape within the public right-of-way and publicly-owned grounds. Dead plants, shrubs, trees and ground cover shall be replaced with new items as soon as practical. The irrigation system shall be operated and maintained to provide adequate watering of all plants, shrubs, trees and ground cover. Irrigation systems shall be installed as deemed appropriate by the City Engineer.

SECTION IV: PROJECT REVENUE & EXPENDITURES

FY 2019-2020 BEGINNING FUND BALANCE (ESTIMATED)	\$ 59,068.79
FY 2019-2020 PROJECTED REVENUE	
Landscape Maintenance District Total Revenue Generated This Year	\$ 11,189.02
TOTAL REVENUE AVAILABLE FOR FY 2019-2020	\$ 69,257.81
FY 2019-2020 PROJECTED EXPENDITURES	
Maintenance & Operations	\$ 4,308.20
Contractual Services (ADCO)	\$ 2,800.00
Administrative Cost (L.A. County)	\$ 1,000.00
TOTAL EXPENDITURES	\$ 8,108.20
PROJECTED BALANCE (JUNE 30, 2020)	
FY 2019-2020 Revenue Available	\$ 69,257.81
FY 2019-2020 Anticipated Expenditures	\$ 8,108.20
ASSESSMENT DISTRICT RESERVES	\$ 61,149.61

SECTION V: DIAGRAM

A Diagram showing the Assessor's parcel number and the dimensions of each lot or parcel of land within the District is on file in the office of the City Engineer.

SECTION VI: ASSESSMENT

The improvements are to be funded by the levying of assessments on the benefiting properties. The "Municipal Improvement Act of 1913" and Article XIID of the State Constitution require that assessments must be based on the estimated special benefit for the properties from the improvements. In addition, Article XIID, Section 4, of the State Constitution requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred in the parcel. It also requires that publicly owned property, (which benefit from the improvements) are to be assessed. Neither the Act nor the State Constitution specifies the method or formula that should be used to apportion the costs to properties in any special assessment district proceedings. The responsibility for recommending the assessments per panel is an Apportionment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. The City Engineer is hereby appointed as the Apportionment Engineer.

All properties are assessed based on the Engineer's Estimate. This estimate includes associated costs for each property based on property frontage along the street (Natasha Lane).

In order to apportion the assessment to each parcel in direct proportion with the special and direct benefit which it will receive from the improvements, an analysis has been completed and the respective street frontage of each benefiting parcel is used as the basis for apportioning costs to each property within the Assessment District as follows:

**CITY OF MONTEBELLO
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

ASSESSMENT ROLL

ASSESOR'S:

ASSESSMENT NO.	BOOK	PAGE	PARCEL NO.	FRONT FOOTAGE	TOTAL COST
1	6348	6	17	45.19 LF	\$ 609.93
2	6348	6	18	41 LF	\$ 553.38
3	6348	6	19	41 LF	\$ 553.38
4	6348	6	20	41 LF	\$ 553.38
5	6348	6	21	41 LF	\$ 553.38
6	6348	6	22	41 LF	\$ 553.38
7	6348	6	23	41 LF	\$ 553.38
8	6348	6	24	41.70 LF	\$ 562.82
9	6348	6	25	52 LF	\$ 701.84
10	6348	6	26	45.27 LF	\$ 611.01
11	6348	6	29	40.60 LF	\$ 547.98
12	6348	6	30	40 LF	\$ 539.88
13	6348	6	31	40 LF	\$ 539.88
14	6348	6	32	40 LF	\$ 539.88
15	6348	6	33	40 LF	\$ 539.88
16	6348	6	34	40 LF	\$ 539.88
17	6348	6	35	40 LF	\$ 539.88
18	6348	6	36	40 LF	\$ 539.88
19	6348	6	37	40 LF	\$ 539.88
20	6348	6	38	38.24 LF	\$ 516.12
TOTAL:				829.00 LF	\$11,189.02

Signed: Samuel T Kouri
Title: Samuel T. Kouri, City Engineer

**CITY OF MONTEBELLO
NATASHA LANE LANDSCAPE2
ASSESSMENT DISTRICT NO. 2005-1**

NAME AND ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address	Property Owner and Address
6348-006-017	101 Natasha Lane Montebello, CA 90640	Angulo, Carlos & Delia 101 Natasha Lane Montebello, CA 90640
6348-006-018	105 Natasha Lane Montebello, CA 90640	Tang, Aaron Q 105 Natasha Lane Montebello, CA 90640
6348-006-019	109 Natasha Lane Montebello, CA 90640	Pozo, Pablo I. & Julia 109 Natasha Lane Montebello, CA 90640
6348-006-020	117 Natasha Lane Montebello, CA 90640	Tzu, Ching Wen. 117 Natasha Lane Montebello, CA 90640
6348-006-021	121 Natasha Lane Montebello, CA 90640	Alvarez, Elsa Beas, Arturo 121 Natasha Lane Montebello, CA 90640
6348-006-022	125 Natasha Lane Montebello, CA 90640	Russell, Stanley T. 125 Natasha Lane Montebello, CA 90640
6348-006-023	129 Natasha Lane Montebello, CA 90640	Perumean, Mark A. 129 Natasha Lane Montebello, CA 90640
6348-006-024	133 Natasha Lane Montebello, CA 90640	Minasian, Raffi 1000 W. Madison Ave. Montebello, CA 90640
6348-006-025	137 Natasha Lane Montebello, CA 90640	Minasian, Raffi 2445 W Whittier Blvd Montebello, CA 90640
6348-006-026	141 Natasha Lane Montebello, CA 90640	Covarrubias, Carolina 141 Natasha Lane Montebello, CA 90640

**CITY OF MONTEBELLO
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

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6348-006-030	132 Natasha Lane Montebello, CA 90640	Hernandez, Rodel & Rosemarie 132 Natasha Lane Montebello, CA 90640
6348-006-031	128 Natasha Lane Montebello, CA 90640	Li, Yee Lok 8002 Alpaca St. Rosemead, CA 91770
6348-006-032	124 Natasha Lane Montebello, CA 90640	Fragoso, Oscar 124 Natasha Lane Montebello, CA 90640
6348-006-033	120 Natasha Lane Montebello, CA 90640	Minasian, Raffi 2445 W Whittier Blvd. Montebello, CA 90640
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6348-006-035	112 Natasha Lane Montebello, CA 90640	Jimenez, Rosendo & Consuelo 112 Natasha Lane Montebello, CA 90640
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6348-006-037	104 Natasha Lane Montebello, CA 90640	Perez, Raymond 104 Natasha Lane Montebello, CA 90640
6348-006-038	100 Natasha Lane Montebello, CA 90640	Ramirez, Oscar R., Jr 100 Natasha Lane Montebello, CA 90640

**CITY OF MONTEBELLO
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

NATASHA LANE PROPOSED
LANDSCAPING ASSESSMENT DISTRICT BOUNDARY MAP

EXHIBIT A

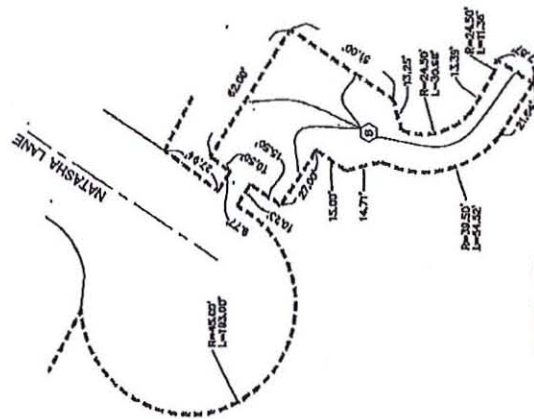
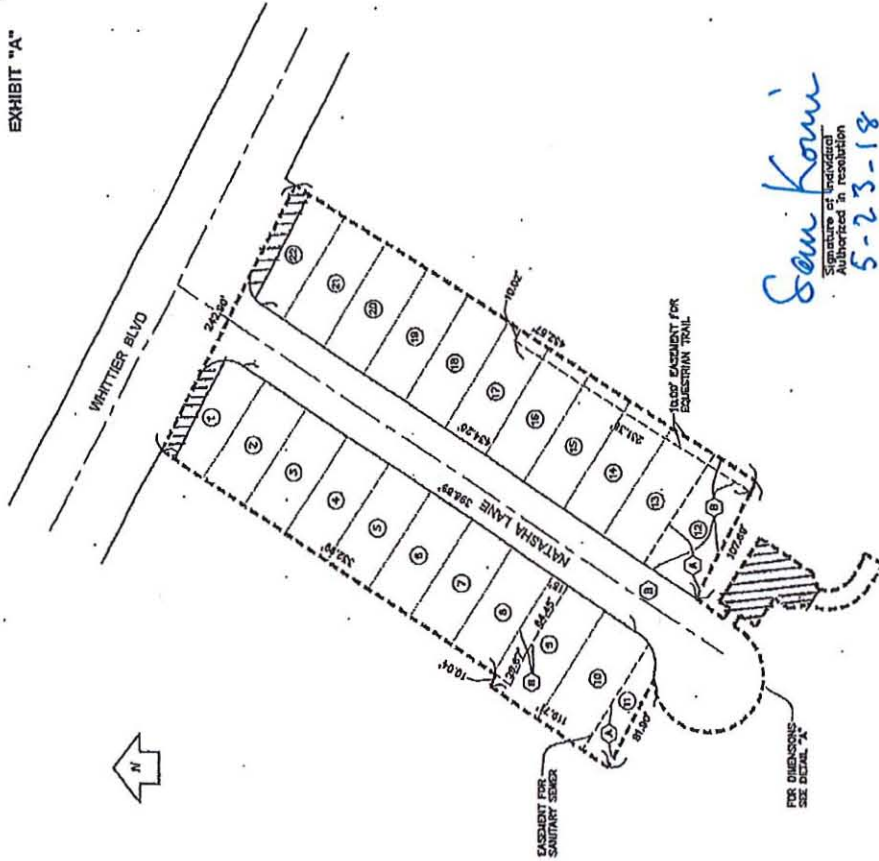
EXHIBIT "A"

LEGEND:

- (A) ALL OF LOTS 11 AND 12 ARE EASEMENT TO THE CITY OF MONTEREYO FOR SANITARY SEWER PURPOSES.
- (B) EASEMENT TO THE CITY OF MONTEREYO FOR COVERED STORM DRAIN APPURTENANT STRUCTURES AND EGRESS AND UTILITY PURPOSES.

AREAS OF MAINTENANCE

LANDSCAPE ASSESSMENT DISTRICT AREA



DETAIL "A"

Sam Kouri
Signature of Individual
Authorized in Resolution
5-23-18
Date

**NATASHA LANE PROPOSED
LANDSCAPING ASSESSMENT BOUNDARY MAP**



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul Talbot, Interim City Manager

BY: Danilo Batson, Assistant City Manager/Director of Public Works

SUBJECT: Consider Approval of the Preliminary Engineer's Report for the Natasha Lane Sewer and Storm Water Pump Stations Assessment District and Set a Date for a Public Hearing.

DATE: June 12, 2019

RECOMMENDATION

It is recommended that the City Council:

- 1) Adopt the attached resolution approving the Preliminary Engineer's Report for the Natasha Lane Sewer and Storm Water Pump Stations Assessment District No. 2005-02 and establish the **Public Hearing for 6:30 PM on July 12, 2019 in the City Council Chambers,**
- 2) Take such additional, related action that may be desirable.

BACKGROUND

On April 10, 2019, the City Council approved **Resolution No. 19-34** initiating proceedings for the FY 2019-2020 levy of annual assessments to fund sewer and storm water pump stations operation and maintenance for the properties located on Natasha Lane.

Natasha Lane is a twenty-unit housing development of 2005 extending to the south from Whittier Boulevard and to the east of Bluff Road. As part of the development, sewer and storm water pump stations were installed to accommodate the operation of the sewer lines and storm water systems. The City is responsible for the operation and maintenance of these pumps stations.

The properties benefitting from these improvements were assessed in FY 2018-2019 and prior years by the creation of Natasha Lane Sewer and Storm Water Pump Stations Assessment District No. 2005-02. Continued assessment of the properties benefitting from these improvements is being proposed to offset the cost of maintenance and operation and future replacement costs of these pump stations.

The attached Resolution establishes approval of the Preliminary Engineer's Report for Natasha Lane Sewer and Storm Water Pump Stations Assessment District No. 2005-02 and provides notice of the required public hearing concerning the levy of the proposed assessments.

ANALYSIS

The attached Preliminary Engineer's Report identifies the properties that were previously assessed and the proposed annual assessment for each property for Fiscal Year 2019-2020. Each property is to be assessed a portion of the total annual sewer and storm water pump operation and maintenance costs and future replacement costs based on the length of street frontage along Natasha Lane.

The average annual assessment per property is \$566.55 which is an increase of 3.3% over Fiscal Year 2018-2019. This increase is based on the average increase of 3.34% in the Consumer Price Index (CPI) over the last 12 months for the Los Angeles Area et al. The annual assessment increase is necessary due to ongoing maintenance and equipment replacement costs both now and in the future. With this allowable increase of assessments this assessment district will have a projected deficit at the end of Fiscal Year 2019-2020 in the amount of \$31,724.35.

The attached resolution establishes approval of the Preliminary Engineer's Report for the Natasha Lane Sewer and Storm Water Pump Stations Assessment District No. 2005-02 and provides for the publishing of a notice of the required **Public Hearing for 6:30 p.m. on Wednesday, July 10, 2019** to approve the expected annual assessments.

FISCAL IMPACT

The properties benefitting from the storm water and sewer pump facilities were assessed for the maintenance costs in Fiscal Year 2019-2020 and prior years for the operation and maintenance and future replacement of these improvements.

The average projected annual assessment per property for Fiscal Year 2019-2020 is \$566.55 based on the Preliminary Engineer's Report. Annual assessments would be collected by the Los Angeles County Assessor's Office and endorsed to the City of Montebello after February 2020. All maintenance costs will be funded with the annual assessments from the Assessment District No. 2005-02. Other funding will be needed to offset the projected deficit of \$31,724.35 for this Assessment District.

SUMMARY

The City Council will consider approval of the Preliminary Engineer's Report for the Natasha Sewer and Storm Water Pump Stations Assessment District No. 2005-02 and set the required **Public Hearing for 6:30 PM on July 10, 2019, in the City Council Chambers**. The properties benefitting from these improvements were assessed in FY

2018-2019, and in prior years. Continued assessment of the properties benefitting from these improvements is necessary to offset the cost of maintenance.

ATTACHMENTS

Resolution
Exhibit A – Map
Preliminary Engineer's Report

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE ENGINEER'S REPORT FOR NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENT AND PROVIDING NOTICE OF TIME AND PLACE OF A HEARING ON THE PROPOSED LEVY OF ASSESSMENTS, DETERMINING DURATION OF SUCH ASSESSMENTS AND ANNUAL INCREASES IN AMOUNTS THEREOF AND PROVIDING FOR ELECTION THEREON.

WHEREAS, the City Council ("City Council") of the City of Montebello ("City") has by Resolution No. 19-34 ordered the preparation of the Preliminary Engineer's Report ("Report") for the District known and designated as the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District No. 2005-02 of the City of Montebello ("District"), pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code ("Act"), for the installation, operation, maintenance and servicing of sewer and storm drain pump stations and any appurtenant improvements as set forth in Section 22525 of the California Streets and Highways Code ("Improvements"); and

WHEREAS, as ordered by the City Council, the City Engineer has filed with the City Clerk a report regarding the assessments to be levied and collected from the owners of assessable property within the District to pay the costs of the installation, operation, maintenance and servicing of the sewer pump station and the storm drain pump station, and any appurtenant improvements, and that report has been presented to and considered by the City Council; and

WHEREAS, it is necessary that the City Council adopt a resolution of intention pursuant to Section 22587 of the Streets and Highways Code to, among other things, fix and give notice of the time and place of a public hearing on the formation of the proposed District and levy of assessments.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council of the City of Montebello as follows:

SECTION 1. Findings. The City Council of the City of Montebello finds that:

- (a) The foregoing recitals are true and correct;

(b) The Preliminary Engineer's Report (the "Report") contains all matters required by Sections 22565 through 22574 of the Streets and Highways Code and may, therefore, be approved by the City Council;

(c) The assessments which are proposed to be levied on all parcels of assessable land within the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District are based on special benefits conferred upon each such parcel from the payment of the cost of the installation, operation, maintenance and servicing of the sewer and storm water pump station, and associated improvements;

(d) The proportionate special benefit derived by each such parcel has been determined in relationship to the entirety of the capital cost of the installation, operation, maintenance and servicing of the sewer Pump Station and Storm Water Pump Station and appurtenant improvements; and

(e) The amount of the assessment which is proposed to be assessed on each such parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that parcel.

SECTION 2. Intention. The City Council declares that it intends to levy assessments on all lots and parcels of assessable land proposed to be included in the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District of the City of Montebello, as set forth in the Report. Those assessments will be collected at the same time and in the same manner as the County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

SECTION 3. Improvements. The improvements shall include maintenance and servicing of the following:

(a) The maintenance of sewer and storm water pump stations and appurtenant improvements;

(b) The installation of construction of any facilities which are appurtenant to any improvements listed in (a) which are necessary or convenient for the maintenance or servicing thereof including, but not limited to pump equipment, piping, hoists and electrical facilities.

SECTION 4. Formation of Assessment District. The distinctive designation of the proposed district is the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District of the City of Montebello. The boundaries of the territory included in the District are described and shown in the Report and the attached Exhibit. The general location of the territory to be included in the District is Natasha Lane in the City of Montebello.

SECTION 5. Report and Assessments. The Report, which is on file with the City Clerk of the City Council, and which has been presented to the City Council at the meeting at which this resolution is adopted, is approved. Reference is made to the Report for a full and detailed description of the Improvements, the boundaries of Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District and the proposed assessments upon assessable lots and parcels of land therein.

SECTION 6. Duration of Assessments and Inflation Increases and Election Thereon. The assessments shall be levied on all parcels of assessable property within Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District, as identified in the Report, so long as the assessments are necessary to finance the Improvements specified in Section 3 and the maintenance and servicing thereof and replacement costs at some future date. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index – All Urban Consumers for the Los Angeles – Anaheim – Riverside Area; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than seven and one-half percent (7.5%), and the amount of the assessment to be levied on any parcel in any fiscal year shall not in any event exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 7. Hearing. The time and place of the hearing required by Section 22587 through 22594 of the Streets and Highways Code concerning the levy of the proposed assessments is set for 6:30 p.m. on Wednesday, July 10, 2019 at the City of Montebello Council Chambers, located at 1600 W. Beverly Boulevard, Montebello, California, 90640.

SECTION 8. Notice of Hearing. The City Clerk is hereby authorized and directed to publish a copy of this Resolution in a newspaper of general circulation in said City. Said Publication shall be not less than ten (10) days before the date of said public hearing.

SECTION 9. For any and all information relating to the Procedures, protest procedures, documentation and/or information of procedure or technical nature, your attention is directed to the office listed below as designated:

Samuel T. Kouri, P.E.
City Engineer
City of Montebello

APPROVED AND ADOPTED this 12th day of June 2019

Jack Hadjinian, Mayor

ATTEST:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

PLANS PREPARED BY: AAE INCORPORATED

 407 Yosemite Avenue, Suite 250
 San Jose, CA 95128
 Tel: 408-283-0100 Fax: 408-283-0101
 e-mail: aaainc@aol.com

**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE SEWER PUMP STATION
AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

FY 2019-2020

Jack Hadjinian, Mayor

Salvador Melendez, Mayor Pro Tem

Kimberly Cobos-Cawthorne, Councilmember

Angie Jimenez, Councilmember

David N. Torres, Councilmember

Preliminary Engineer's Report
June 12, 2019

**CITY OF MONTEBELLO
ENGINEER'S REPORT
NATASHA LANE SEWER PUMP STATION
AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2
FISCAL YEAR 2019-2020**

SECTION I: AUTHORITY FOR REPORT

This report is prepared pursuant to the provision of the Benefits Assessment Act of 1982 Chapter 6.4 (commencing with Section 54703) of Part 1 of Division of Title 5 of the Government Code. The report for the maintenance and operation of sewer pump station and storm water pump station benefits only the properties on Natasha Lane and covers the period July 1, 2019 thru June 30, 2020.

SECTION II: PLANS

The Plans showing size and locations of sewer & storm water pumping stations are incorporated by reference. All of above mentioned items are on file in the office of the City Engineer.

SECTION III: SPECIFICATIONS FOR MAINTENANCE

The sewer and storm water pump stations shall be maintained in such a manner as to keep the systems in good working condition at all times.

The installation or construction of any facilities parts, or systems associated to any improvements which are necessary or convenient for maintenance shall be initiated as required in a timely manner.

SECTION IV: PROJECT REVENUE & EXPENDITURE

FY 2019-2020 BEGINNING FUND BALANCE (ESTIMATED)	(\$22,145.45)
FY 2019-2020 PROJECTED REVENUE	
Natasha Lane Sewer Pump Station & Storm Water Pump Station Assessment District	\$ 11,331.09
TOTAL REVENUE AVAILABLE FOR FY 2019-2020	(\$10,814.36)
FY 2019-2020 PROJECTED EXPENDITURES	
Maintenance and Operation	\$ 9,484.99
Contractual Services Agreement	\$ 10,425.00
Administrative Overhead (L.A. County)	\$ 1,000.00
TOTAL EXPENDITURES	\$20,909.99
PROJECTED BALANCE AS OF JUNE 30, 2020	
FY 2019-2020 Available Revenue	(\$10,814.36)
FY 2019-2 Anticipated Expenditure	\$ 20,909.99
ASSESSMENT DISTRICT RESERVES	(\$31,724.35)

SECTION V: DIAGRAM

A Diagram showing the Assessor's parcel number and the dimensions of each lot or parcel of land within the District is on file in the office of the City Engineer.

SECTION VI: ASSESSMENT

The improvements are to be funded by the levying of assessments. The "Municipal Improvements Act of 1913" and Article XIID of the State Constitution require that assessments must be based on the estimated special benefits for the properties improvements. In addition, Article XIID, Section 4, of the State Constitution requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred in a parcel. It also requires that publicly owned property, (which benefit from the improvements) are to be assessed. Neither the Act nor the State Constitution specifies the method or formula that should be used to apportion the costs to properties in any special assessment district proceedings. The responsibility for recommending an apportionment of the costs to properties which specially benefit from the improvements rests with the Assessment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. The City Engineer is hereby appointed as the Assessment Engineer.

All properties are assessed based on the Engineers Estimate. This estimate includes associated costs for each property based on property frontage along the street (Natasha Lane).

In order to apportion the assessment to each parcel in direct proportion with the special and direct benefit, which it will receive from the improvements, an analysis has been completed and is used as the basis for apportioning costs to each property within the Assessment District as follows:

CITY OF MONTEBELLO
NATASHA LANE SEWER PUMP STATION AND STORM WATER PUMP STATIONS
ASSESSMENT DISTRICT NO. 2005-2

PROPOSED ASSESSMENT ROLL FOR FY2019-2020

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19	6348	6	37	40 LF	\$ 546.27
20	6348	6	38	38.24 LF	\$522.21
TOTAL				829 LF	\$ 11,331.09

Signed: *Samuel T Kouri*
Title: Samuel T. Kouri, City Engineer

CITY OF MONTEBELLO
NATASHA LANE S SEWER AND STORM WATER PUMP STATIONS
ASSESSMENT DISTRICT NO. 2005-2

NAME AND ADDRESS OF PROPERTY OWNERS

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6348-006-026	141 Natasha Lane Montebello, CA 90640	Covarrubias, Carolina 141 Natasha Lane Montebello, CA 90640

CITY OF MONTEBELLO
NATASHA LANE S SEWER AND STORM WATER PUMP STATIONS
ASSESSMENT DISTRICT NO. 2005-2

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6348-006-037	104 Natasha Lane Montebello, CA 90640	Perez, Raymond 104 Natasha Lane Montebello, CA 90640
6348-006-038	100 Natasha Lane Montebello, CA 90640	Aviles, Judith Carolina 100 Natasha Lane Montebello, CA 90640

**CITY OF MONTEBELLO
NATASHA LANE SEWER
AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

NATASHA LANE PROPOSED
SEWER AND STORMWATER
PUMP STATION DISTRICT ASSESSMENT BOUNDARY MAP

EXHIBIT A

PLANS PREPARED BY: AAE INCORPORATED

 600 Veterans Avenue, Suite 210
 Los Angeles, CA 90023
 Tel: (213) 441-1188 Fax: (213) 441-0190
 e-mail: aae@aol.com

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul Talbot, Interim City Manager

BY: Danilo Batson, Assistant City Manager / Public Works Director

SUBJECT: **Approval of First Amendment to Agreement No. 2978 – Annual Tree Maintenance Services**

DATE: June 12, 2019

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve the First Amendment to Agreement No. 2978 for Annual Tree Maintenance Services with West Coast Arborists, Inc., including a new fee schedule, and
- 2) Take such additional, related action that may be desirable.

BACKGROUND / ANALYSIS

On July 9, 2014, after issuing a request for proposals and receiving three proposals, the City awarded a contract to West Coast Arborists, Inc., for annual tree maintenance services. The contract length is for five (5) years, with an option to extend the contract for two additional one-year terms.

Since 2008, West Coast Arborists has provided outstanding services to the City. They have requested an extension to their contract as allowed in Section 2 of the agreement. West Coast Arborists are also requesting a price increase in their fee schedule due to prevailing wages and Consumer Price Index (CPI) increases since July 2014. Attached to the First Amendment is a table indicating the current prices and the proposed prices, under the contract extension. Since 2014, the CPI for this area has increased by 10.7% (2014-2018) and it is averaging (3.3%) for 2019 for an estimated combined total of 14%. The proposed price increases are inline with the CPI, with the exception of a few items which are more impacted by the prevailing wages. Therefore, staff recommends approval of the contract extension and proposed new prices. (NOTE: If granted a two-year extension, the Contractor is willing to hold the proposed FY 2019/20 prices for two years without a CPI increase in Year 2, which will result in cost-savings to the City in FY 2020/21).

ITEM #18

Additionally, staff is recommending an increase in the annual not to exceed amount from \$320,000 (estimated in 2014) to \$420,000 for FY 2020/21 (and FY 2021/22, if a two-year extension is awarded), as the City will need to undertake additional tree maintenance services (due to staff shortage, increase in maintenance needs, tree planting program and annual sidewalk repair program).

FISCAL IMPACT

The proposed First Amendment will impact the General Fund, unless other funds are selected either via Local Return Funds (Measure M or R) or tree planting grants. In the proposed FY 2019/20 Budget, staff has requested an increase in the Outside Contract Tree Maintenance Account (100-30-320-6040.15) to match the proposed increase in the not-to-exceed amount for this service.

SUMMARY

The City Council will consider approval of the First Amendment to Agreement No. 2978 with West Coast Arborists, Inc., for Annual Tree Maintenance Services.

ATTACHMENTS

Letter from West Coast Arborists, dated February 21, 2019
First Amendment to Agreement No. 2978, including new fee schedule



Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

February 21, 2019

Danilo Batson
Assistant City Manager
City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

RE: TREE MAINTENANCE SERVICES – FY2019-20

Dear Mr. Batson

We are pleased to provide tree maintenance services to the City of Montebello. Since 2008, our top priority has been, and will continue to be, ensuring the City with consistent quality urban tree care service. In an effort to promote stability and to guarantee the City with quality tree care and customer service, we would like to confirm our interest in continuing our business relationship.

During the past five years, WCA held firm its agreement to provide tree maintenance for at the same prices. Prevailing wage, fuel, disposal and insurance costs have increased significantly since then and although we have tried to minimize the impact of these changes, we cannot continue to absorb these cost increases. As a result, we respectfully request to adjust the rates. Attached for your review and consideration is a copy of the proposed price schedule for FY2019-2020. We are open to holding the rates the same for a two-year period until July 8, 2021.

We appreciate your ongoing efforts to make this Agreement a success for both the City and WCA and look forward to continuing a successful business relationship. Should you have any questions, or require additional information please do not hesitate to contact me or Gonzalo Regalado at (800) 521-3714.

Sincerely,

Victor M. Gonzalez
Vice-President, Director of Marketing

West Coast Arborists, Inc.

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745

CITY OF MONTEBELLO

Schedule of Compensation for Year 2019 - 2020

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
1	Aesthetic/Svc Rqst Pruning 0-6 DSH	Each	\$48.00
2	Aesthetic/Svc Rqst Pruning 7-12 DSH	Each	\$82.00
3	Aesthetic/Svc Rqst Pruning 13-18 DSH	Each	\$122.00
4	Aesthetic/Svc Rqst Pruning 19-24 DSH	Each	\$172.00
5	Ficus Pruning	Each	\$310.00
6	Crown Restoration Pruning	Each	\$350.00
7	Coco Palm Pruning	Each	\$48.00
8	Washingtonia Palm Pruning	Each	\$58.00
9	Date Palm Pruning	Each	\$158.00
10	Palm Skinning	Foot	\$14.00
11	Tree & Stump Removal 0-24 DSH	Inch	\$24.00
12	Tree & Stump Removal > 24 DSH	Inch	\$34.00
13	Stump Only Removal	Inch	\$10.00
14	Plant 15 Gallon Tree	Each	\$125.00
15	Plant 24" Box Tree	Each	\$245.00
16	Plant 36" Box Tree	Each	\$725.00
17	Tree Watering	Day	\$500.00
18	GPS Tree Inventory	Each	\$2.00
19	Crew Rental - per man	Man Hour	\$70.00
20	Specialty Equipment Rental	Hour	\$110.00
21	Emergency Response (3 men @ \$291/hr)	Man Hour	\$97.00
22	Aesthetic/Svc Rqst Pruning 25-30 DSH	Each	\$222.00
23	Aesthetic/Svc Rqst Pruning over 31" DSH	Each	\$272.00

Agreement #2978. Current prices have been in effect since July 2014 with no increase.

AGREEMENT [NO. 2978](#)

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (AGREEMENT NO. 2978) BY AND BETWEEN THE CITY OF MONTEBELLO AND WEST COAST ARBORISTS, INC.

This First Amendment to the Professional Services Agreement by and between the CITY OF MONTEBELLO and WEST COAST ARBORISTS, INC., ("**First Amendment**") is entered into this 12th day of June 2019, by and between West Coast Arborists, Inc., ("**Contractor**") and [the](#) City of Montebello ("**City**"), with reference to the following facts:

WHEREAS, Consultant and City (sometimes hereinafter individually referred to as a "**Party**" and jointly as the "**Parties**") entered into that certain Agreement for Annual Tree Maintenance Services by and between the City of Montebello and West Coast Arborists, Inc., dated July 9, 2014 (the "**Agreement**"), pursuant to which City retained Contractor to provide annual tree maintenance services, as further described in the Agreement;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to extend the Agreement an additional year and establish a new fee schedule based upon conditions mutually agreeable to them; and

WHEREAS, Section 2 of the Agreement provides that the Parties may extend the agreement for up to two (2) additional years (in one-year increments) and allows for the adjustment upward or downward according to the amount of the percentage to the nearest 1/0th of a percent in the Consumer's Price Index of the Bureau of Labor Statistics, U.S. Department of Labor, Los Angeles-Long Beach metropolitan area for the most recently reported adjustment, upon such terms and conditions, as mutually agreed to by the Parties.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend ~~to~~ the Agreement as follows:

SECTION 2. Compensation.

For the Term of this First Amendment, Contractor shall be compensated at the new fee schedule set forth in the First Amendment for services rendered to the City, per attached Schedule [4](#) of Compensation for Year 2019-2020 and to an amount not to exceed \$420,000 per year.

SECTION 3. Remainder of Agreement Effective.

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Except as expressly amended herein with respect to the Term, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety.

CITY OF MONTEBELLO

WEST COAST ARBORISTS, INC.

Paul Talbot
Interim City Manager

Patrick D. Mahoney
President

ATTEST

Irma Barajas, City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

CITY OF MONTEBELLO

Schedule of Compensation for Year 2019 - 2020

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Current Prices	Proposed Prices
1	Aesthetic/Service Request Pruning 0-6 DSH	Each	\$44.00	\$48.00
2	Aesthetic/Service Request Pruning 7-12 DSH	Each	\$74.00	\$82.00
3	Aesthetic/Service Request Pruning 13-18 DSH	Each	\$104.00	\$122.00
4	Aesthetic/Service Request Pruning 19-24 DSH	Each	\$194.00	\$172.00
5	Ficus Pruning	Each	\$294.00	\$310.00
6	Crown Reduction or Restoration Pruning	Each	\$294.00	\$350.00
7	Coco Palm Pruning	Each	\$44.00	\$48.00
8	Washingtonia Palm Pruning	Each	\$54.00	\$58.00
9	Date Palm Pruning	Each	\$144.00	\$158.00
10	Palm Skinning	Foot	\$14.00	\$14.00
11	Tree & Stump Removal 0-24 DSH	Inch	\$19.00	\$24.00
12	Tree & Stump Removal > 24 DSH	Inch	\$29.00	\$34.00
13	Stump Only Removal	Inch	\$9.00	\$10.00
14	Plant 15 Gallon Tree	Each	\$100.00	\$125.00
15	Plant 24" Box Tree	Each	\$200.00	\$235.00
16	Plant 36" Box Tree	Each	\$600.00	\$725.00
17	Tree Watering	Day	\$400.00	\$500.00
18	GPS Tree Inventory	Each	\$3.00	\$2.00
19	Crew Rental - per man	Man Hour	\$50.00	\$70.00
20	Specialty Equipment Rental	Hour	\$100.00	\$110.00
21	Emergency Response (3 men @ \$285/hr)	Man Hour	\$70.00	\$95.00
22	Aesthetic/Service Request Pruning 25-30 DSH	Each	\$0.00	\$222.00
23	Aesthetic/Service Request Pruning over 31" DSH	Each	\$0.00	\$272.00
24	Annual Grid Tree Pruning (Minimum 300 trees; excluding Ficus & Elm trees)	Each	\$0.00	\$64.00

Agreement #2978. Current prices have been in effect since July 2014 with no increase.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul Talbot, Interim City Manager

BY: Nicole Mooshagian, Administrative Management Analyst

SUBJECT: Resolution of the City Council of the City of Montebello specifying certain employee benefits and employment conditions for designated non-represented employees.

DATE: June 12, 2019

RECOMMENDATION

It is recommended that the City Council:

- (1) Approve the attached resolution.
- (2) Take such additional, related, action that may be desirable.

BACKGROUND / ANALYSIS

In August 2018, the City began negotiating with the represented bargaining units on salary, pension cost sharing, and benefits. Four of the eight units within the agency have reached agreements and have had their contracts adopted by City Council. The group of employees who make up a small portion of the employee base who are not represented (managers, confidential employees, and non-benefited part-time employees) did not have an opportunity to collectively bargain due to their non-represented status. However, in the course of fairness and equity, the City is proposing to specify certain changes to these employees' salaries and benefits as stated in the attached resolution.

FISCAL IMPACT

Approval of this resolution will have a budget impact of \$30,000 for the remainder of FY 2018/19. In subsequent years, funds will be appropriated through the budget process.

SUMMARY

The City Council will consider approval of the attached resolution between the City and the and the non-represented employees.

ATTACHMENTS

1. Resolution of the City Council of the City of Montebello specifying certain employee benefits and employment conditions for designated non-represented employees.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO SPECIFYING CERTAIN EMPLOYEE
BENEFITS AND EMPLOYMENT CONDITIONS FOR
DESIGNATED NON-REPRESENTED NON-CONTRACTED EMPLOYEES.**

SECTION 1. COMPENSATION

Effective April 28, 2019 the City shall increase salaries of non-represented employees as stated below with the exception of the Department Heads who are under contract.

- A. Classic CalPERS members
 - i. Three percent (3%) base salary increase effective first pay period after City Council adoption of this MOU.
 - ii. Four percent (4%) base salary increase effective first pay period after January 1, 2020.
 - iii. Four percent (4%) base salary increase effective first pay period after January 1, 2021.
- B. New CalPERS members ("PEPRA members")
 - i. Three percent (3%) base salary increase effective first pay period after City Council adoption of this MOU.
 - ii. Four percent (4%) base salary increase effective first pay period after January 1, 2020.
 - iii. Four percent (4%) base salary increase effective first pay period after January 1, 2021.

SECTION 2. BONUS

The City shall provide all non-represented Classic CalPERS members employed by the City on the date of City Council adoption of this resolution with a one-time non-PERSable non-performance based bonus in the gross amount of \$500, subject to all applicable taxes and withholdings. This does not apply to Department Heads who are under contract.

SECTION 3. LONGEVITY PAY

- A. Effective April 28, 2019, each non-represented full-time employee with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full-time service (1.5 %) base salary increase

After 15 years of full-time service	(2.5 %) base salary increase
After 20 years of full-time service	(3.5 %) base salary increase
After 25 years of full-time service	(5.0 %) base salary increase

- B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the non-represented full-time employee shall continue to receive through the completion of the non-represented full-time employee's 14th year.
- C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the non-represented full-time employee shall continue to receive through the completion of the non-represented full-time employee's 19th year.
- D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full-time City service which the non-represented full-time employee shall continue to receive through the completion of the non-represented full-time employee's 24th year.
- E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the non-represented full-time employee shall continue to receive thereafter.

SECTION 4. REPLACE LONGEVITY LEAVE ACCRUAL BONUS

- A. Any longevity leave bonus that has already been granted at the time of this agreement shall remain in the employee's leave bank and is to be used no later than June 30, 2019. Effective April 28, 2019, a longevity pay base salary pay increase shall eliminate and replace the current longevity (anniversary) leave accrual bonus which consists of:

At 10 year anniversary	(80) hours leave accrual bonus
At 15 year anniversary	(80) hours leave accrual bonus
At 20 year anniversary	(80) hours leave accrual bonus
At 25 year anniversary	(80) hours leave accrual bonus
At 30 year anniversary	(80) hours leave accrual bonus

SECTION 5. EMPLOYEE CALPERS CONTRIBUTION

- A. The City agrees to contribute the entire employee member contribution equal to (8%) of pensionable income to CalPERS for all classic non-represented full-time employees from July 1, 2018 to the first pay period after January 1, 2020 All such contributions shall be paid solely from funds from the

Retirement Special Revenue Fund, as codified in Montebello Municipal Code Section 3.28.020, and the Transportation Enterprise Fund where applicable. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS.

- B. Effective first pay period after January 1, 2020, the City agrees to pay a portion of the employee member contribution to CalPERS in the amount equal to (4%) of pensionable income for all non-represented full-time classic members. All such contributions shall be paid solely from funds from the Retirement Special Revenue Fund, as codified in Montebello Municipal Code Section 3.28.020, and the Transportation Enterprise Fund where applicable. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS. Effective the first pay period after January 1, 2020, the classic members shall contribute the remaining amount of the employee member contribution, which is equal to 4% of pensionable income.
- C. Effective the first pay period after January 1, 2021, all non-represented full-time classic members shall pay the entire amount of the employee member contribution equal to (8%) of pensionable income to CalPERS. Effective the first pay period after January 1, 2021, the City will no longer make any contributions towards the employee member contribution to CalPERS, unless mutually agreed upon by the parties.
- D. Any new non-represented full-time employee considered "New CalPERS members" under the Public Employees' Pension Reform Act (PEPRA), shall continue to pay their obligatory "half the normal cost." The City is prohibited by PEPRA from paying any portion of the member contribution for New CalPERS members.

SECTION 6. RETIREE HEALTH BENEFITS

The City agrees to continue to provide the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as outlined in Resolution 04-08A, to all non-represented full-time employees that are currently employed by the City as of the date that this resolution is adopted. Eligible employees must have completed a minimum of (15) years of service as a full-time employee to receive the Retiree Health Benefit. Years of City service in a part-time position do not count toward the prerequisite years of service or eligibility and will not be considered as qualifying. Upon implementation of the Retiree Health Benefit, the City ceased all contributions to the 401(a)(h) Plan for all non-represented full-time employees.

All full-time non-represented employees hired after the date this resolution is adopted by the City Council shall only, commencing the month following one full month of

retirement, receive the minimum employer health premium contribution as prescribed by Government Code section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The retiree must be and remain enrolled in an eligible health benefit plan in order for the City to be obligated to pay the prescribed premium.

SECTION 7. That the City Clerk shall certify to the adoption of this resolution and distribute copies to the Director of Human Resources and the Director of Finance and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 12th day of June 2019

Jack Hadjinian, MAYOR

ATTEST:

Irma Barajas, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Members of the City Council

FROM: Paul L. Talbot, Acting City Manager

BY: Nicole Mooshagian, Administrative Management Analyst

SUBJECT: Director Employment Contracts

DATE: June 12, 2019

RECOMMENDATION

- 1) It is recommended that the City Council approve employment contracts for the following positions: Assistant City Manager/Director of Public Works, Director of Transportation, Director of Recreation and Community Services, Director of Planning & Community Development, Police Chief, and Fire Chief.
- 2) Take such additional, related, action that may be desirable.

BACKGROUND

Pursuant to the recommendations of the California State Auditor Report released in December 2018, the City is making steps to control pension costs. Four of the eight bargaining units within the agency have reached agreements and have had their contracts adopted by City Council. Those contracts established a plan to phase out employer paid member contributions to Classic CalPERS employees.

The changes of note to the Department Head contracts include, requiring the Department Head to pay his/her full employee contribution effective immediately, adjusting the salary to compensate for this additional deduction, changes to the severance provisions, and changes to the election provisions. The Director of Human Resources and Director of Finance are considered PEPRA employees who already pay their CalPERS employee contributions, therefore, there are no contractual changes needed at this time.

FISCAL IMPACTS

Approval of these agreements will have not material fiscal impact to the remainder of the FY 2018/19 budget. In subsequent years, funds will be appropriated through the budget process.

SUMMARY

The City Council will consider approving the employment contracts of: (1) Assistant City Manager/Director of Public Works, (2) Director of Transportation (3) Director of Recreation and Community Services; (4) Director of Planning & Community Development, (5) Police Chief, and (6) Fire Chief.

ATTACHMENTS

Draft Employment Contracts

AGREEMENT NO. _____

EMPLOYMENT AGREEMENT FOR SERVICES AS
THE CITY OF MONTEBELLO DIRECTOR OF
PARKS AND RECREATION

This EMPLOYMENT AGREEMENT FOR SERVICES AS THE CITY OF MONTEBELLO DIRECTOR OF RECREATION & COMMUNITY SERVICES ("Agreement") is entered into on this 12th day of June 2019 by and between DAVID SOSNOWSKI (hereinafter referred to as "Employee") and the CITY OF MONTEBELLO (hereinafter referred to as "City".)

WHEREAS, the City desires to hire and retain Employee as its Director of Parks and Recreation;

WHEREAS, it is the desire of the City to provide certain benefits and establish certain terms and conditions of employment, as set forth herein; and

WHEREAS, the Employee hereby agrees to serve as Director of Parks and recreation consistent with the terms of employment as set forth herein.

NOW, THEREFORE, the parties agree as follows:

Section I. Duties.

The City hereby employs DAVID SOSNOWSKI to serve as City's Director of Recreation & Community Services, effective June 12, 2019. Employee shall be subject to and shall comply with all other personnel rules, regulations, policies and procedures of the City, except as expressly set forth herein. In the event of any conflict between the City's personnel rules, regulations, policies and procedures and this Agreement shall control.

Section 2. Term.

- A. The term of this Agreement shall be from the date of the execution by the parties to the Agreement and until termination by either party in accordance with the provisions set forth herein. During the term of this Agreement, the Employee shall be a full-time Director of Parks and Recreation. Employee agrees, acknowledges and accepts that he serves under the terms of this Agreement as an "at-will" employee, and except as otherwise provided herein, Employee shall not be entitled to any additional severance, damages or monetary compensation for the termination of his employment with the City as an "at-will" employee.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of the Employee, at any time, at the sole discretion of the City Manager, as provided and consistent with the Municipal Code and/or other personnel rules, regulations, policies and procedures of the City of Montebello.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City. The Employee shall give fifteen (15) days written notice to the Employer prior to the effective date of resignation.

Section 3. Salary.

The Employer agrees to pay the Employee for services rendered, as provided herein, beginning with an annual base salary of \$141,018.00 payable in installments at the same time and in the same manner as other employees of the City are paid. In addition, the Employer *agrees* to adjust the salary base or other benefits of the Employee, or both the salary base and benefits of the Employee, in such amounts made at the same time and in the same manner as consideration is given to other management employees with the City. At minimum, such adjustments shall be equal to any and all across-the-board adjustments granted to the general management group. The Employee shall also be entitled to earn salary increases within his salary range (top step range amount is currently set at \$13,050.00 per month) based upon merit and approval by the City Manager. After six months of employment, the City Manager shall

consider the Parks and Recreation Director for a salary rise if after a performance review; the City Manager determines that it is appropriate to give the raise. The decision of the City Manager will be final in this matter.

Section 4. Insurance.

Employer shall pay the cost of any health, dental, vision and life insurance plans selected by Employee, for the Employee and his family from those plans made available to all City employees. Employer-paid premium cost of insurance shall be capped at the same rate as currently offered for City employees receiving Kaiser insurance benefits, as adjusted, and currently set at \$1,608.46 per month (3 party).

Section 5. Other Benefits.

Employee shall be eligible for and receive all other benefits made available by Employer generally to management employees of City, including, but not limited to retirement, administrative leave, and annual leave. Effective immediately, employee will pay their full 8% employee contribution for their CalPERS pension.

Section 6. Expenses.

- A. The Employer agrees to budget and to pay the professional dues and subscriptions on behalf of the Employee which are reasonably necessary for the Employee's continuation and full participation in two (2) national, regional, state, or local association and organizations necessary and desirable for the Employee's continued professional participation, growth and advancement, or for the good of the City.
- B. The Employer agrees to budget and to pay the travel and subsistence expenses of the Employee for official travel, meetings, and occasions related to such activities as listed above and as approved in advance by the City Manager.

Section 7. Termination and Severance Pay.

In the event the Employee is terminated during the term of this Agreement and during such time as the Employee is willing and able to perform- duties under this Agreement, the Employer agrees to pay the Employee a cash payment of three (3) months salary (as defined in Section 3, or as adjusted in accordance therewith).

Section 8. Election Protection.

The City agrees to not terminate the Employee during any ninety (90) calendar day period after a City Council election without the payment of additional severance allowance. This additional severance allowance will offer *new* City Council members an opportunity to work with and observe the Employee prior to taking any action. If the City does terminate the Employee within ninety (90) calendar days after a City Council selection, the Employee shall be entitled to a severance pay of ninety (90) calendar days in addition to the severance pay allowed by Section 8 of this Agreement.

Section 9. Other Terms and Conditions of Employment.

- A. The City, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determined from time to time, relating to the performance of the Employee, provided such other terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, any ordinance or resolution of the City, or any other applicable law.
- B. Fringe benefits and working conditions applicable generally to management employees of the Employer, as such rules now exist or hereinafter may be amended, shall also apply to the Employee, except where such fringe benefits and working conditions are contained with this Agreement or are inconsistent with the terms contained herein.

Section 10. General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties as to the subject matter hereof.
- B. This agreement shall be binding upon, and injure, where applicable, to the benefit of the heirs at law and executor of the employee.
- C. If any provisions or any portion hereof is held unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion hereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. This Agreement may be amended only in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Employee:

City Manager:

David Sosnowski

Date: _____

Paul L. Talbot

Date: _____

Attest:

Irma Barajas, City Clerk

Date: _____

Arnold Alvarez-Glasman
City Attorney

Date: _____

AGREEMENT NO. _____

EMPLOYMENT AGREEMENT FOR SERVICES AS
THE CITY OF MONTEBELLO DIRECTOR OF
TRANSPORTATION

This EMPLOYMENT AGREEMENT FOR SERVICES AS THE CITY OF MONTEBELLO DIRECTOR OF TRANSPORTATION ("Agreement") is entered into on this 12th day of June 2019 by and between TOM BARRIO (hereinafter referred to as "Employee") and the CITY OF MONTEBELLO (hereinafter referred to as "City".)

WHEREAS, the City desires to hire and retain Employee as its Director of Transportation;

WHEREAS, it is the desire of the City to provide certain benefits and establish certain terms and conditions of employment, as set forth herein; and

WHEREAS, the Employee hereby agrees to serve as Director of Transportation consistent with the terms of employment as set forth herein.

NOW, THEREFORE, the parties agree as follows:

Section I. Duties.

The City hereby employs TOM BARRIO to serve as City's Director of Transportation, effective June 12, 2019. Employee shall be subject to and shall comply with all other personnel rules, regulations, policies and procedures of the City, except as expressly set forth herein. In the event of any conflict between the City's personnel rules, regulations, policies and procedures and this Agreement shall control.

Section 2. Term.

A. The term of this Agreement shall be from the date of the execution by the parties to the Agreement and until termination by either party in accordance with the provisions set forth herein. During the term of this Agreement, the Employee shall be a full-time Director of Transportation. Employee agrees, acknowledges and

accepts that he serves under the terms of this Agreement as an "at-will" employee, and except as otherwise provided herein, Employee shall not be entitled to any additional severance, damages or monetary compensation for the termination of his employment with the City as an "at-will" employee.

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of the Employee, at any time, at the sole discretion of the City Manager, as provided and consistent with the Municipal Code and/or other personnel rules, regulations, policies and procedures of the City of Montebello.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City. The Employee shall give fifteen (15) days written notice to the Employer prior to the effective date of resignation.

Section 3. Salary.

The Employer agrees to pay the Employee for services rendered, as provided herein, beginning with an annual base salary of \$156,596.00 payable in installments at the same time and in the same manner as other employees of the City are paid. In addition, the Employer *agrees* to adjust the salary base or other benefits of the Employee, or both the salary base and benefits of the Employee, in such amounts made at the same time and in the same manner as consideration is given to other management employees with the City. At minimum, such adjustments shall be equal to any and all across-the-board adjustments granted to the general management group. The Employee shall also be entitled to earn salary increases within his salary range (top step range amount is currently set at \$13,050.00 per month) based upon merit and approval by the City Manager. After six months of employment, the City Manager shall

consider the Transportation Director for a salary raise if after a performance review; the City Manager determines that it is appropriate to give the raise. The decision of the City Manager will be final in this matter.

Section 4. Insurance.

Employer shall pay the cost of any health, dental, vision and life insurance plans selected by Employee, for the Employee and his family from those plans made available to all City employees. Employer-paid premium cost of insurance shall be capped at the same rate as currently offered for City employees receiving Kaiser insurance benefits, as adjusted, and currently set at \$1,608.46 per month (3 party).

Section 5. Other Benefits.

Employee shall be eligible for and receive all other benefits made available by Employer generally to management employees of City, including, but not limited to retirement, administrative leave, and annual leave. Effective immediately, employee will pay their full 8% employee contribution for their CalPERS pension.

Section 6. Expenses.

- A. The Employer agrees to budget and to pay the professional dues and subscriptions on behalf of the Employee which are reasonably necessary for the Employee's continuation and full participation in two (2) national, regional, state, or local association and organizations necessary and desirable for the Employee's

continued professional participation, growth and advancement, or for the good of the City.

- B. The Employer agrees to budget and to pay the travel and subsistence expenses of the Employee for official travel, meetings, and occasions related to such activities as listed above and as approved in advance by the City Manager.

Section 7. Termination and Severance Pay.

In the event the Employee is terminated during the term of this Agreement and during such time as the Employee is willing and able to perform- duties under this Agreement, the Employer agrees to pay the Employee a cash payment of three (3) months salary (as defined in Section 3, or as adjusted in accordance therewith).

Section 8. Election Protection.

The City agrees to not terminate the Employee during any ninety (90) calendar day period after a City Council election without the payment of additional severance allowance. This additional severance allowance will offer *new* City Council members an opportunity to work with and observe the Employee prior to taking any action. If the City does terminate the Employee within ninety (90) calendar days after a City Council selection, the Employee shall be entitled to a severance pay of ninety (90) calendar days in addition to the severance pay allowed by Section 8 of this Agreement.

Section 9. Other Terms and Conditions of Employment.

A. The City, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determined from time to time, relating to the performance of the Employee, provided such other terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, any ordinance or resolution of the City, or any other applicable law.

B. Fringe benefits and working conditions applicable generally to management employees of the Employer, as such rules now exist or hereinafter may be amended, shall also apply to the Employee, except where such fringe benefits and working conditions are contained with this Agreement or are inconsistent with the terms contained herein.

Section 10. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties as to the subject matter hereof.

B. This agreement shall be binding upon, and injure, where applicable, to the benefit of the heirs at law and executor of the employee.

C. If any provisions or any portion hereof is held unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion hereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

D. This Agreement may be amended only in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Employee:

City Manager:

Clay (Tom) Barrio

Date: _____

Paul L. Talbot

Date: _____

Attest:

Irma Barajas, City Clerk

Date: _____

Arnold Alvarez-Glasman
City Attorney

Date: _____

AGREEMENT NO. _____

**EMPLOYMENT AGREEMENT FOR SERVICES BETWEEN THE
CITY OF MONTEBELLO AND
MANUEL MANCHA
For the Position of Director of Planning and Community Development**

This EMPLOYMENT AGREEMENT FOR SERVICES AS THE CITY OF MONTEBELLO Director of Planning and Community Development ("Agreement") is entered into on **June 12, 2019** by and between Manuel Mancha (hereinafter referred to as "Employee") and the CITY OF MONTEBELLO (hereinafter referred to as "City").

WHEREAS, the City Desires to hire and retain Employee as its Director of Planning and Community Development, and

WHEREAS, the City of Montebello ("City") desires to hire Employee to serve as its Director of Community Development and City Employee's services in exchange for adequate consideration from City; and

WHEREAS, it is the desire of the City to provide certain benefits and establish certain terms and conditions of employment, as set forth herein, and

WHEREAS, the Employee hereby agrees to serve as Director of Planning and Community Development consistent with the terms of employment as set forth herein.

NOW, THEREFORE, the parties agree as follows:

Section 1. Duties.

The City hereby employs Manuel Mancha to serve as City's Director of Planning and Community Development, effective June 12, 2019, subject to and accordance with the duties, responsibilities, procedures and authority of that office as set forth in the Montebello Municipal Code. **In** addition, Employee shall have the title "Director of Planning and Community Development" and shall be subject to and shall comply with all personnel rules, regulation, policies and procedures of the City, except as expressly set forth herein. In the event of any conflict between the City's personnel rules, regulation, policies and procedures, this Agreement shall control.

Employee shall report to, be supervised by and receive direction from the City Manager. The Employee shall cooperate with and carry out direction provided by the City Manager in a manner consistent with expected, professional conduct of a Director of Planning and Community Development of similar jurisdictions, and shall not conduct himself in any manner which brings discredit to the City.

Section 2. Term.

A. The Term of this Agreement shall be from the date of the execution by the parties to the Agreement and shall continue until terminated by either party in accordance with the provisions set forth herein. During the term of this Agreement, the Employee shall be a full-time Director of Planning and Community Development. Employee agrees, acknowledges and accepts that he serves under the terms of this Agreement as an "at-will" employee and, except as otherwise provided herein, Employee shall not be entitled to any additional severance, damages or monetary compensation for the termination of his employment with the City as an "at-will" employee.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of the Employee, at any time with or without cause, at the sole discretion of the City Manager, as provided in and consistent with the Municipal Code and/or other applicable personnel rules, regulation, policies and procedures of the City.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City. The Employee shall give thirty (30) days written notice to the Employer prior to the effective date of resignation.

Section 3. Salary.

The Employer agrees to pay the Employee for services rendered, as provided herein, beginning with a monthly base salary of \$13,050.00 payable in installments at the same time and in the same manner as other employees of the City are paid. This salary represents the top step of salary range. Annually, on or about the effective date of this Agreement, throughout the term hereof, the City Manager shall conduct a performance evaluation of the Employee to review Employee's performance and provide any salary adjustment (increase or reduction) based upon the review performed by the City Manager.

Section 4. Insurance.

Employer shall pay the cost of any health, dental, vision and life insurance plans selected by Employee, for the Employee and his family from those plans made available to all City employees. Employee cost of insurance shall be capped at the same rate as currently offered for City employees receiving Kaiser insurance benefits, as adjusted, and currently set at \$1,608.46 per month (3 party).

Section 5. Other Benefits.

Employee shall be eligible for and receive all other benefits made available by Employer generally to Executive management employees or Department Directors of the City, including but not limited to retirement, administrative leave, deferred compensation and annual leave. Employee shall receive all other vacation, administrative leave, sick leave or annual leave provided to other management employees, however currently Annual Leave is set at 272 hours per year and Administrative Leave is set at 56 hours per year. Effective immediately, employee will pay their full 8% employee contribution for their CalPERS pension.

Section 6. Expenses.

A. The Employer agree to budget and to pay the professional dues and subscription on behalf of the Employee which are reasonably necessary for the Employee's continuation and full participation in two (2) national, regional, state, or local associations and organizations necessary and desirable for the Employee's continued professional participation, growth and advancement, or for the good of the City, as approved in advance by the City Manager.

B. The Employer agrees to budget and to pay the travel and subsistence expenses of the Employee for official travel, meetings, and occasions related to such activities as listed above and as approved in advance by the City Manager and consistent with the City's travel rules and policies.

Section 7. Termination and Severance Pay.

In the event the Employee is terminated during the term of this Agreement and during such time as the Employee is willing and able to perform duties under this Agreement, the Employer agrees to pay Employee for an additional three (3) month's salary (ninety (90) days) as defined in Section 3 or as adjusted in accordance therewith.

Section 8. Termination with Cause

Notwithstanding the above, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of Employee for good cause. For purposes of this Agreement the term "good cause" is defined as follows:

1. Any felony conviction under California law.
2. Any misdemeanor or felony conviction of a crime involving theft, embezzlement, moral turpitude, conflict of interest or violations of the Political Reform Act.
3. Material breach of duties as determined by the City Manager in his/her sole determination.
4. Engaging in conduct tending to bring embarrassment or disrepute to the City.
5. Engaging in unlawful discrimination or harassment of employee(s) or any third party while on City premises or on City time.
6. Unauthorized absences.

If City Manager determines that there is cause to warrant termination of this Agreement, he/she shall give Employee written notices of the cause(s). The City Manager shall not make its final decision until Employee has the opportunity to meet with the City Manager to give reasons why the Agreement should not be terminated. Employee may be represented at his expense by a representative of his choice at said meeting. The City Manager shall make the final decision regarding termination of the Agreement, and shall provide the decision to Employee in writing. The City Manager's written decision shall be final and shall not be subject to further administrative review.

In the event Employee is terminated for cause as provided herein, City shall have no obligation to pay the severance benefits designated in Section 7 which are available to Employee.

Section 9. Election Protection.

The City agrees to not terminate the Employee during any ninety (90) calendar period after a City Council election without the payment of additional severance allowance. The additional time will offer new City Council members an opportunity to work with and observe the Employee prior to the City Manager taking any action. If the City does terminate the Employee within the ninety (90) calendar days after a City Council election, the Employee shall be entitled to a severance pay of ninety (90) calendar days in addition to the severance pay allowed by section 7 of this Agreement.

Section 10. Other Terms and Conditions of Employment.

A. The City, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such other terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, any ordinance or resolution of the City, or any other applicable law.

B. Fringe benefits and working conditions applicable generally to Executive management employees or Department Directors of the Employer, as such rules now exist or hereinafter may be amended, shall also apply to the Employee, except where such fringe benefits and working conditions are contained with this Agreement or are inconsistent with the terms contained herein,

Section 11. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties as to the subject matter hereof.

B. This Agreement shall be binding upon, and inure, where applicable, to the benefit of the heirs at law and executor of the Employee.

C. If any provision or any portion hereof is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion hereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

D. This Agreement may be amended only in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Employee:

City Manager:

Manuel Mancha

Date: _____

Paul L. Talbot

Date: _____

Attest:

Irma Barajas, City Clerk

Date: _____

Arnold Alvarez-Glasman
City Attorney

Date: _____

CITY OF MONTEBELLO AGREEMENT NO.

**EMPLOYMENT AGREEMENT FOR SERVICES AS
THE FIRE CHIEF FOR THE CITY OF MONTEBELLO**

This EMPLOYMENT AGREEMENT FOR SERVICES AS THE CITY OF MONTEBELLO FIRE CHIEF ("Agreement") is entered into on this 12th day of June 2019 by and between FERNANDO J. PELAEZ (hereinafter referred to as "Employee") and the CITY OF MONTEBELLO (hereinafter referred to as "City".)

WHEREAS, the City desires to hire and retain Employee as its Fire Chief;

WHEREAS, it is the desire of the City to provide certain benefits and establish certain terms and conditions of employment, as set forth herein; and

WHEREAS, the Employee hereby agrees to serve as Fire Chief consistent with the terms of employment as set forth herein.

NOW, THEREFORE, the parties agree as follows:

Section 1. Duties.

The City hereby employs FERNANDO J. PELAEZ to serve as City's Fire Chief, effective June 12, 2019. Employee shall be subject to and shall comply with all other personnel rules, regulations, policies and procedures of the City, except as expressly set forth herein. In the event of any conflict between the City's personnel rules, regulations, policies and procedures and this Agreement shall control.

Section 2. Term.

A. The term of this Agreement shall be from the date of the execution by the

parties to the Agreement and until termination by either party in accordance with the provisions set forth herein. During the term of this Agreement, the Employee shall be a full-time Fire Chief. Employee agrees, acknowledges and accepts that he serves under the terms of this Agreement as an "at-will" employee, and except as otherwise provided herein, Employee shall not be entitled to any additional severance damages or monetary compensation for the termination of his employment with the City as an "at-will" employee.

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of the Employee, at any time, at the sole discretion of the City Manager, as provided and consistent with the Municipal Code and/or other personnel rules, regulations policies and procedures of the City of Montebello.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City. The Employee shall give thirty (30) days written notice to the Employer prior to the effective date of resignation.

Section 3. Salary.

The employer agrees to pay the Employee for services rendered, as provided herein, beginning with an annual base salary of \$206,190.00 payable in installments at the same time and in the same manner as other employees of the City are paid. In addition, the Employer agrees to adjust the salary base or other benefits of the Employee, or both the salary base and benefits of the Employee in such amounts made at the same time and in the same manner as consideration is given to other management employees with the City. At minimum, such adjustments shall be equal to any and all across-the-board adjustments granted to the general management group. The Employee shall also be entitled to earn salary increases within his salary range (top step range amount is currently set at \$17,182.00 per month) based upon merit and approval by the City Manager.

Section 4. Insurance.

Employer shall pay the cost of any health, dental, vision and life insurance plans selected by Employee, for the Employee and his family from those plans made available to all City employees. Employer-paid premium cost of insurance shall be capped at the same rate as currently offered for City employees receiving Kaiser insurance benefits, as adjusted, and currently set at \$1,608.46 per month (3 party).

Section 5. Other Benefits.

Employee shall be eligible for and receive all other benefits made available by Employer generally to management employees of City, including, but not limited to retirement, administrative leave, and annual leave. Employee shall retain all benefit he currently has due to service with the City as a Battalion Chief, which shall include Annual Leave cash out, Sick and Vacation Leave pay-off upon separation, and retiree medical benefits. Effective immediately, employee will pay their full 12% employee contribution for their CalPERS pension.

Section 6. Expenses.

- A. The Employer agrees to budget and to pay the professional dues and subscriptions on behalf of the Employee which are reasonably necessary for the Employee's continuation and full participation in two (2) national, regional, state, or local association and organizations necessary and desirable for the Employee's continued professional participation, growth and advancement, or for the good of the City.
- B. The Employer agrees to budget and to pay the travel and subsistence expenses of the Employee for official travel, meetings, and occasions related to such activities as listed above and as approved in advance by the City Manager.
- C. Employer shall provide an automobile for Employee's use consistent with past practice for Fire Chief.

Section 7. Termination and Severance Pay.

In the event the Employee is terminated during the term of this Agreement and during such time as the Employee is willing and able to perform- duties under this Agreement, the Employer agrees to pay the Employee a cash payment of three (3) months' salary (as defined in Section 3, or as adjusted in accordance therewith).

Section 8. Election Protection.

The City agrees to not terminate the Employee during any ninety (90) calendar day period after a City Council election without the payment of additional severance allowance. This additional severance allowance will offer City Council members an opportunity to work with and observe the Employee prior to taking any action. If the City does terminate the Employee within ninety (90) calendar days after a City Council selection, the Employee shall be entitled to a severance pay of ninety (90) calendar days in addition to the severance pay allowed by Section 8 of this Agreement.

Section 9. Other Terms and Conditions of Employment.

- A The City, in consultation with the Employee shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee provided such other terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, any ordinance or resolution of the City, or any other applicable law.
- B. Fringe benefits and working conditions applicable generally to management employees of the Employer, as such rules now exist or hereinafter may be amended, shall also apply to the Employee except where such fringe benefits and working conditions are contained with this Agreement or are inconsistent with the terms contained herein.

Section 10. General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties as to the subject matter hereof.
- B. This agreement shall be binding upon, and injure, where applicable, to the benefit of the heirs at law and executor of the employee. If any provisions or any portion hereof is held unconstitutional invalid, or unenforceable, the remainder of the

Agreement or portion hereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

C. This Agreement may be amended only in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Employee:

City Manager:

Fernando Pelaez

Date: _____

Paul L. Talbot

Date: _____

Attest:

Irma Barajas, City Clerk

Date: _____

Arnold Alvarez-Glasman
City Attorney

Date: _____

CITY OF MONTEBELLO AGREEMENT NO.

**EMPLOYMENT AGREEMENT FOR SERVICES AS
THE FIRE CHIEF FOR THE CITY OF MONTEBELLO**

This EMPLOYMENT AGREEMENT FOR SERVICES AS THE CITY OF MONTEBELLO FIRE CHIEF ("Agreement") is entered into on this 12th day of June 2019 by and between FERNANDO J. PELAEZ (hereinafter referred to as "Employee") and the CITY OF MONTEBELLO (hereinafter referred to as "City".)

WHEREAS, the City desires to hire and retain Employee as its Fire Chief;

WHEREAS, it is the desire of the City to provide certain benefits and establish certain terms and conditions of employment, as set forth herein; and

WHEREAS, the Employee hereby agrees to serve as Fire Chief consistent with the terms of employment as set forth herein.

NOW, THEREFORE, the parties agree as follows:

Section 1. Duties.

The City hereby employs FERNANDO J. PELAEZ to serve as City's Fire Chief, effective June 12, 2019. Employee shall be subject to and shall comply with all other personnel rules, regulations, policies and procedures of the City, except as expressly set forth herein. In the event of any conflict between the City's personnel rules, regulations, policies and procedures and this Agreement shall control.

Section 2. Term.

A. The term of this Agreement shall be from the date of the execution by the

parties to the Agreement and until termination by either party in accordance with the provisions set forth herein. During the term of this Agreement, the Employee shall be a full-time Fire Chief. Employee agrees, acknowledges and accepts that he serves under the terms of this Agreement as an "at-will" employee, and except as otherwise provided herein, Employee shall not be entitled to any additional severance damages or monetary compensation for the termination of his employment with the City as an "at-will" employee.

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of the Employee, at any time, at the sole discretion of the City Manager, as provided and consistent with the Municipal Code and/or other personnel rules, regulations policies and procedures of the City of Montebello.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City. The Employee shall give thirty (30) days written notice to the Employer prior to the effective date of resignation.

Section 3. Salary.

The employer agrees to pay the Employee for services rendered, as provided herein, beginning with an annual base salary of \$206,190.00 payable in installments at the same time and in the same manner as other employees of the City are paid. In addition, the Employer agrees to adjust the salary base or other benefits of the Employee, or both the salary base and benefits of the Employee in such amounts made at the same time and in the same manner as consideration is given to other management employees with the City. At minimum, such adjustments shall be equal to any and all across-the-board adjustments granted to the general management group. The Employee shall also be entitled to earn salary increases within his salary range (top step range amount is currently set at \$17,182.00 per month) based upon merit and approval by the City Manager.

Section 4. Insurance.

Employer shall pay the cost of any health, dental, vision and life insurance plans selected by Employee, for the Employee and his family from those plans made available to all City employees. Employer-paid premium cost of insurance shall be capped at the same rate as currently offered for City employees receiving Kaiser insurance benefits, as adjusted, and currently set at \$1,608.46 per month (3 party).

Section 5. Other Benefits.

Employee shall be eligible for and receive all other benefits made available by Employer generally to management employees of City, including, but not limited to retirement, administrative leave, and annual leave. Employee shall retain all benefit he currently has due to service with the City as a Battalion Chief, which shall include Annual Leave cash out, Sick and Vacation Leave pay-off upon separation, and retiree medical benefits. Effective immediately, employee will pay their full 12% employee contribution for their CalPERS pension.

Section 6. Expenses.

- A. The Employer agrees to budget and to pay the professional dues and subscriptions on behalf of the Employee which are reasonably necessary for the Employee's continuation and full participation in two (2) national, regional, state, or local association and organizations necessary and desirable for the Employee's continued professional participation, growth and advancement, or for the good of the City.
- B. The Employer agrees to budget and to pay the travel and subsistence expenses of the Employee for official travel, meetings, and occasions related to such activities as listed above and as approved in advance by the City Manager.
- C. Employer shall provide an automobile for Employee's use consistent with past practice for Fire Chief.

Section 7. Termination and Severance Pay.

In the event the Employee is terminated during the term of this Agreement and during such time as the Employee is willing and able to perform- duties under this Agreement, the Employer agrees to pay the Employee a cash payment of three (3) months' salary (as defined in Section 3, or as adjusted in accordance therewith).

Section 8. Election Protection.

The City agrees to not terminate the Employee during any ninety (90) calendar day period after a City Council election without the payment of additional severance allowance. This additional severance allowance will offer City Council members an opportunity to work with and observe the Employee prior to taking any action. If the City does terminate the Employee within ninety (90) calendar days after a City Council selection, the Employee shall be entitled to a severance pay of ninety (90) calendar days in addition to the severance pay allowed by Section 8 of this Agreement.

Section 9. Other Terms and Conditions of Employment.

- A The City, in consultation with the Employee shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee provided such other terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, any ordinance or resolution of the City, or any other applicable law.
- B. Fringe benefits and working conditions applicable generally to management employees of the Employer, as such rules now exist or hereinafter may be amended, shall also apply to the Employee except where such fringe benefits and working conditions are contained with this Agreement or are inconsistent with the terms contained herein.

Section 10. General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties as to the subject matter hereof.
- B. This agreement shall be binding upon, and injure, where applicable, to the benefit of the heirs at law and executor of the employee. If any provisions or any portion hereof is held unconstitutional invalid, or unenforceable, the remainder of the

Agreement or portion hereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

C. This Agreement may be amended only in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Employee:

City Manager:

Fernando Pelaez

Date: _____

Paul L. Talbot

Date: _____

Attest:

Irma Barajas, City Clerk

Date: _____

Arnold Alvarez-Glasman
City Attorney

Date: _____

AGREEMENT NO. _____

EMPLOYMENT AGREEMENT FOR SERVICES AS
THE CITY OF MONTEBELLO ASSISTANT CITY MANAGER/DIRECTOR OF PUBLIC WORKS

This EMPLOYMENT AGREEMENT FOR SERVICES AS THE CITY OF MONTEBELLO ASSISTANT CITY MANAGER ("Agreement") is entered into on this 12th day of June 2019 by and between DANILO BATSON (hereinafter referred to as "Employee") and the CITY OF MONTEBELLO (hereinafter referred to as "City".)

WHEREAS, the City desires to hire and retain Employee as its Assistant City Manager;

WHEREAS, it is the desire of the City to provide certain benefits and establish certain terms and conditions of employment, as set forth herein; and

WHEREAS, the Employee hereby agrees to serve as Assistant City Manager consistent with the terms of employment as set forth herein.

NOW, THEREFORE, the parties agree as follows:

Section I. Duties

The City hereby employs DANILO BATSON to serve as City's Assistant City Manager, effective June 12, 2019. Employee shall be subject to and shall comply with all other personnel rules, regulations, policies and procedures of the City, except as expressly set forth herein. In the event of any conflict between the City's personnel rules, regulations, policies and procedures and this Agreement shall control.

Section 2. Term.

A. The term of this Agreement shall be from the date of the execution by the parties to the Agreement and until termination by either party in accordance with the provisions set forth herein. During the term of this Agreement, the Employee shall be a full-time

Assistant City Manager/Director of Public Works. Employee agrees, acknowledges and accepts that he serves under the terms of this Agreement as an "at-will" employee, and except as otherwise provided herein, Employee shall not be entitled to any additional severance, damages or monetary compensation for the termination of his employment with the City as an "at-will" employee.

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of the Employee, at any time, at the sole discretion of the City Manager, as provided and consistent with the Municipal Code and/or other personnel rules, regulations, policies and procedures of the City of Montebello.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City. The Employee shall give fifteen (15) days written notice to the Employer prior to the effective date of resignation.

Section 3. Salary.

The Employer agrees to pay the Employee for services rendered, as provided herein, beginning with an annual base salary of \$184,149 payable in installments at the same time and in the same manner as other employees of the City are paid. In addition, the Employer *agrees* to adjust the salary base or other benefits of the Employee, or both the salary base and benefits of the Employee, in such amounts made at the same time and in the same manner as consideration is given to other management employees with the City. At minimum, such adjustments shall be equal to any and all across-the-board adjustments granted to the general management group. The Employee shall also be entitled to earn salary increases within his salary range (top step range amount is currently set at \$15,750 per month) based upon merit and approval by the City Manager. After six months of employment, the City Manager shall consider the Assistant City Manager for a salary raise if after a performance review; the City Manager determines

that it is appropriate to give the raise. The decision of the City Manager will be final in this matter.

Section 4. Insurance.

Employer shall pay the cost of any health, dental, vision and life insurance plans selected by Employee, for the Employee and his family from those plans made available to all City employees. Employer-paid premium cost of insurance shall be capped at the same rate as currently offered for City employees receiving Kaiser insurance benefits, as adjusted, and currently set at \$1,608.46 per month (3 party).

Section 5. Other Benefits.

Employee shall be eligible for and receive all other benefits made available by Employer generally to management employees of City, including, but not limited to retirement, administrative leave, and annual leave. Effective immediately, employee will pay their full 8% employee contribution for their CalPERS pension.

Section 6. Expenses.

- A. The Employer agrees to budget and to pay the professional dues and subscriptions on behalf of the Employee which are reasonably necessary for the Employee's continuation and full participation in two (2) national, regional, state, or local association and organizations necessary and desirable for the Employee's continued professional participation, growth and advancement, or for the good of the City.
- B. The Employer agrees to budget and to pay the travel and subsistence expenses of the Employee for official travel, meetings, and occasions related to such activities as listed above and as approved in advance by the City Manager.

Section 7. Termination and Severance Pay.

In the event the Employee is terminated during the term of this Agreement and during such time as the Employee is willing and able to perform- duties under this Agreement, the Employer agrees to pay the Employee a cash payment of three (3) months salary (as defined in Section 3, or as adjusted in accordance therewith).

Section 8. Election Protection.

The City agrees to not terminate the Employee during any ninety (90) calendar day period after a City Council election without the payment of additional severance allowance. This additional severance allowance will offer *new* City Council members an opportunity to work with and observe the Employee prior to taking any action. If the City does terminate the Employee within ninety (90) calendar days after a City Council selection, the Employee shall be entitled to a severance pay of ninety (90) calendar days in addition to the severance pay allowed by Section 8 of this Agreement.

Section 9. Other Terms and Conditions of Employment.

- A. The City, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may be determined from time to time, relating to the performance of the Employee, provided such other terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, any ordinance or resolution of the City, or any other applicable law.
- B. Fringe benefits and working conditions applicable generally to management employees of the Employer, as such rules now exist or hereinafter may be amended, shall also apply to the Employee, except where such fringe benefits and working conditions are contained with this Agreement or are inconsistent with the terms contained herein.

Section 10. General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties as to the subject matter hereof.
- B. This agreement shall be binding upon, and injure, where applicable, to the benefit of the heirs at law and executor of the employee.
- C. If any provisions or any portion hereof is held unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion hereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. This Agreement may be amended only in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement the
day and year first above written.

Employee:

City Manager:

Danilo Batson

Date: _____

Paul L. Talbot

Date: _____

Attest:

Irma Barajas, City Clerk

Date: _____

Arnold Alvarez-Glasman
City Attorney

Date: _____

AGREEMENT -----

Employment Agreement for Services as the City of Montebello Police Chief Brad Keller

EMPLOYMENT AGREEMENT FOR SERVICES

AS THE CITY OF MONTEBELLO

POLICE CHIEF

This EMPLOYMENT AGREEMENT FOR SERVICES AS THE CITY OF MONTEBELLO POLICE CHIEF ("Agreement") is entered into on this 12th day of June, 2019, by and between BRAD KELLER (hereinafter referred to as "Employee") and the CITY OF MONTEBELLO (hereinafter referred to as "City").

WHEREAS, the City Desires to hire and retain Employee as its Police Chief, and

WHEREAS, the City of Montebello ("City") desires to utilize Employee to serve as its Police Chief and City Employee's services in exchange for adequate consideration from City; and

WHEREAS, it is the desire of the City to provide certain benefits and establish certain terms and conditions of employment, as set forth herein, and

WHEREAS, the Employee hereby agrees to serve as Police Chief consistent with the terms of employment as set forth herein.

NOW, THEREFORE, the parties agree as follows:

Section 1. Duties.

The City hereby employs BRAD KELLER to serve as City's Police Chief, effective June 12, 2019, subject to and accordance with the duties, responsibilities, procedures and authority of Title 2, Chapter 2.16 of the Montebello Municipal Code. In addition, Employee shall have the title "Police Chief" and shall be subject to and shall comply with all personnel rules, regulation, policies and procedures of the City, except as expressly set forth herein. In the event of any conflict between the City's personnel rules, regulation, policies and procedures, this Agreement shall control.

Employee shall report to, be supervised by and receive direction from the City Manager. The Employee shall cooperate with and carry out direction provided by the City Manager in a manner consistent with expected, professional conduct of a municipal Police Chief of similar jurisdictions, and shall not conduct himself in any manner which brings discredit to the City.

Section 2. Term.

- A. The Term of this Agreement shall be from the date of the execution by the parties to the Agreement and shall continue until terminated by either party in accordance with the provisions set forth herein. During the term of this Agreement, the Employee shall be a full-time Police Chief. Employee agrees, Acknowledges and accepts that he serves under the terms of this Agreement as an "at-will" employee, and except as otherwise provided herein, Employee shall not be entitled to any additional severance, damages or monetary compensation for the termination of his employment with the City as an "at-will" employee.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of the Employee, at any time with or without cause, at the sole discretion of the City Manager, as provided in and consistent with the Municipal Code and/or other applicable personnel rules, regulation, policies and procedures of the City.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City. The Employee shall give thirty (30) days written notice to the Employer prior to the effective date of resignation.

Section 3. Salary.

The Employer agrees to pay the Employee for services rendered, as provided herein, beginning with an annual base salary of \$198,751.00 payable in installments at the same time and in the same manner as other employees of the City are paid. In addition, the Employer agrees to adjust the salary base or other benefits of the Employee, or both the salary base and benefits of the Employee, in such amounts made at the same time and in the same manner as consideration is given to other Executive management employees/Department Head Directors with the City. At minimum, such adjustments shall be equal to any and all across-the-board adjustment granted to the Executive management group or Department Directors. The Employee shall also be entitled to

earn salary increases within his salary range (top step range amount is currently set at \$17,267.00 per month) based upon merit and approval of the City Manager.

Annually, on or about the effective date of this Agreement, throughout the term hereof, the City Manager shall conduct a performance evaluation of the Employee to review Employee's performance and provide any salary adjustment (increase or reduction) based upon the review performed by the City Manager.

Section 4. Insurance.

Employer shall pay the cost of any health, dental, vision and life insurance plans selected by Employee, for the Employee and his family from those plans made available to all City employees. Employer-paid premium cost of insurance shall be capped at the same rate as currently offered for City employees receiving Kaiser insurance benefits, as adjusted, and currently set at \$1,608.46 per month (3 party).

Section 5. Other Benefits.

Employee shall be eligible for and receive all other benefits made available by Employer generally to Executive management employees or Department Directors of the City, including but not limited to retirement, administrative leave, deferred compensation and annual leave. Employee shall retain all benefits he had as a member of the Montebello Police Management Association as a Police Captain which shall include but is not limited to; longevity pay, education pay, supervisor and management certificate pay, annual leave cash out (up to 40 hours), annual administrative leave cash out (up to 40 hours), annual leave pay-off upon separation, retiree medical benefits as negotiated by the Montebello Police Management Association, retirement (CalPERS 3% @ 50 formula), employee may elect to participate in the deferred compensation plan currently covering other City Employees. Employee shall receive 56 hours of administrative leave, and telephone for business use. Effective immediately, employee will pay their full 12% employee contribution for their CalPERS pension.

Section 6. Automobile.

Employer shall provide an automobile for Employee's use consistent with past practice for Police Chief.

Section 7. Expenses.

- A. The Employer agrees to budget and to pay the professional dues and subscription on behalf of the Employee which are reasonably necessary for the Employee's continuation and full participation in three (3) national, regional, state, or local associations and organizations necessary and desirable for the Employee's continued professional participation, growth and advancement, or for the good of the City, as approved in advance by the City Manager.
- B. The Employer agrees to budget and to pay the travel and subsistence expenses of the Employee for official travel, meetings, and occasions related to such activities as listed above and as approved in advance by the City Manager and consistent with the City's travel rules and policies.

Section 8. Termination and Severance Pay.

In the event the Employee is terminated during the term of this Agreement and during such time as the Employee is willing and able to perform duties under this Agreement, the Employer agrees to pay Employee for an additional three (3) month's salary and benefits, including PERS (as defined in Section 3 and 5, or as adjusted in accordance therewith). During this period, the Police Chief will stay on payroll in an Advisory/Consulting capacity. Employee shall be available by phone during the regular work day to advise and consult on any questions posed to him and shall comply with all reasonable requests from the City Manager or the City.

Section 9. Termination With Cause

Notwithstanding the above, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee for good cause. For purposes of this Agreement the term "good cause" is defined as follows:

- 1. Any felony conviction under California law.
- 2. Any misdemeanor or felony conviction of a crime involving theft, embezzlement, moral turpitude, conflict of interest or violations of the Political Reform Act.
- 3. Willful or persistent material breach of duties.

4. Engaging in conduct tending to bring embarrassment or disrepute to the City.
5. Engaging in unlawful discrimination or harassment of employee(s) or any third party while on City premises or on City time.
6. Unauthorized absences.

If City Council determines that there is cause to warrant termination of this Agreement, it shall give Employee written notices of the cause(s). The City Council shall not make its final decision until Employee has the opportunity to meet with the City Council to give reasons why the Agreement should not be terminated. Employee may be represented, at his expense, by a representative of his choice at said meeting. The City Council shall make the final decision regarding termination of the Agreement, and shall provide the decision to Employee in writing. The City Council's written decision shall be final and shall not be subject to further administrative review.

In the event Employee is terminated for cause as provided herein, City shall have no obligation to pay the severance benefits designated in Section 8 which are available to Employee.

Section 10. Election Protection.

The City agrees to not terminate the Employee during any ninety (90) calendar period after a City Council election without the payment of additional severance allowance.

The additional time will offer new City Council members an opportunity to work with and observe the Employee prior to the City Manager taking any action. If the City does terminate the Employee within the ninety (90) calendar days after a City Council election, the Employee shall be entitled to a severance pay of ninety (90) calendar days in addition to the severance pay allowed by section 8 of this Agreement.

Section 11. Other Terms and Conditions of Employment.

- A. The City, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such other terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, any ordinance or resolution of the City, or any other applicable law.

- B. Fringe benefits and working conditions applicable generally to Executive management employees or Department Directors of the Employer, as such rules now exist or hereinafter may be amended, shall also apply to the Employee, except where such fringe benefits and working conditions are contained with this Agreement or are inconsistent with the terms contained herein,
- C. The City shall issue Employee a Department standard issued firearm or Employee may use his own firearm, but must qualify in either case to use the weapon.
- D. The Employee is provided \$950 each year for uniforms.
- E. Employee will maintain his current Annual Leave not to exceed 520 hours.
- F. Holidays are paid for out of the Employee's annual accrual.

Section 12. General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties as to the subject matter hereof.
- B. This Agreement shall be binding upon, and inure, where applicable, to the benefit of the heirs at law and executor of the Employee.
- C. If any provision or any portion hereof is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion hereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. This Agreement may be amended only in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Employee:

City Manager:

Brad Keller

Date: _____

Paul L. Talbot

Date: _____

Attest:

Irma Barajas, City Clerk

Date: _____

Arnold Alvarez-Glasman
City Attorney

Date: _____

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO APPROVING AND ALLOWING CERTAIN CLAIMS AND
DEMANDS**

**THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES
HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1. That the reference is hereby made to that certain
Register of Audited Demand Nos. 1470, consisting of 11 pages, and
including**

Warrant No. 583443 through 583709;

Warrant No. 1438 and 1439

**on file in the office of the City Clerk, the same having been audited and
approved by the Controller as required by law.**

**SECTION 2. That the said City Council having examined each such
demand does hereby approve and direct the payment of same, as set forth
in said Register, except the following Warrant No.**

**SECTION 3. That the City Clerk shall certify to the adoption of this
resolution and thence forth and thereafter the same shall be in full force
and effect.**

APPROVED AND ADOPTED THIS 12th DAY OF JUNE, 2019.

JACK HADJINIAN, Mayor

ATTEST:

IRMA BARAJAS, City Clerk



City of Montebello
Register of Demands No. 1470
From Payment Date: 5/16/19 - To Payment Date: 6/5/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
583443	05/21/2019	\$13,215.75	INSURANCE PREMIUMS	55860	AFLAC
583444	05/21/2019	\$2,933.62	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
583445	05/21/2019	\$61.32	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
583446	05/21/2019	\$639.00	CONTRACT SERVICES	40850	MARIA E. CASAS
583447	05/21/2019	\$2,723.10	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
583448	05/21/2019	\$1,100.17	NOTES PAYABLE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
583449	05/21/2019	\$534.40	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
583450	05/21/2019	\$204.04	TRAVEL & MEETINGS	2380	RUTH GARCIA
583451	05/21/2019	\$10,963.50	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
583452	05/21/2019	\$656.93	MACHINERY & EQUIPMENTS	1933	STRICTLY TECHNOLOGY LLC.
583453	05/21/2019	\$483.25	SUPPLIES	131	UNITED SITE SERVICES, INC.
583454	05/21/2019	\$1,150.00	POSTAGE	910	UNITED STATES POSTAL SERVICES
583455	05/21/2019	\$56.03	UTILITY SERVICES	23610	VERIZON WIRELESS
583456	05/21/2019	\$460.50	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES, INC.
583457	05/21/2019	\$129.00	CONTRACT SERVICES	2442	JOSEPH ABRAMS
583458	05/21/2019	\$4,248.00	CONTRACT SERVICES	17680	ALVARADOSMITH
583459	05/21/2019	\$23,747.07	ENGINEERING SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
583460	05/21/2019	\$236,254.40	RUBBISH SERVICES	40970	ARAKELIAN ENTERPRISES/ATHENS
583461	05/21/2019	\$2,850.75	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
583462	05/21/2019	\$880.00	CONTRACT SERVICES	2102	JOHN P BEROKOFF
583463	05/21/2019	\$240.00	CONTRACT SERVICES	21620	BURRO CANYON ENTERPRISES, INC.
583464	05/21/2019	\$640.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
583465	05/21/2019	\$41,550.86	POLICE VEHICLE PURCHASES	1700	72 HOUR LLC
583466	05/21/2019	\$800.00	TRAINING	32140	GOLDEN WEST COLLEGE
583467	05/21/2019	\$380.00	REFUND	2440	VICTOR GUERRERO



City of Montebello
Register of Demands No. 1470
From Payment Date: 5/16/19 - To Payment Date: 6/5/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
583468	05/21/2019	\$79.63	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
583469	05/21/2019	\$1,365.00	CONTRACT SERVICES	2015	LIGHTHOUSE SPORTS CENTER, LLC.
583470	05/21/2019	\$94.00	CONTRACT SERVICES	147	LOS ANGELES COUNTY AUDITOR CONTROLLER
583471	05/21/2019	\$875.82	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
583472	05/21/2019	\$378.00	CONTRACT SERVICES	41180	MANUEL NUNEZ
583473	05/21/2019	\$269.91	SUPPLIES	15620	OFFICE DEPOT
583474	05/21/2019	\$400.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.
583475	05/21/2019	\$189.00	CONTRACT SERVICES	65000	JOAQUIN B. RENTERIA
583476	05/21/2019	\$110.40	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
583477	05/21/2019	\$680.85	MACHINERY & EQUIPMENTS	1933	STRICTLY TECHNOLOGY LLC.
583478	05/21/2019	\$1,200.00	CONTRACT SERVICES	72100	LEO ARNOLD/SUNSET DETECTIVES
583479	05/21/2019	\$76.80	CONTRACT SERVICES	2365	LETICIA TORRES
583480	05/21/2019	\$2,080.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
583481	05/21/2019	\$300.00	CONTRACT SERVICES	9070	ERVIN L. YOUNGBLOOD
583482	05/22/2019	\$1,954.88	SUPPLIES	62880	AMERICAN EMBLEMATIC, LLC
583483	05/22/2019	\$599.00	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
583484	05/22/2019	\$300.00	CONTRACT SERVICES	2086	COMMUTER SERVICES GROUP LLC.
583485	05/22/2019	\$1,663.44	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
583486	05/22/2019	\$56,491.05	POLICE PROTECTIVE EQUIPMENT	2356	LC ACTION POLICE SUPPLY
583487	05/22/2019	\$321.56	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
583488	05/22/2019	\$817.66	VEHICLE MAINTENANCE/EXPENSES	45960	R & R PRODUCTS, INC.
583489	05/22/2019	\$332.10	SUPPLIES	1980	SITEONE LANDSCAPE SUPPLY, LLC.
583490	05/22/2019	\$200.05	UTILITY SERVICES	23610	VERIZON WIRELESS
583491	05/22/2019	\$275.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
583492	05/22/2019	\$188.23	SUPPLIES	31270	STARBOARD TACK SUPPLY INC.
583493	05/22/2019	\$452.67	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC



City of Montebello
Register of Demands No. 1470
From Payment Date: 5/16/19 - To Payment Date: 6/5/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
583494	05/22/2019	\$15,751.88	TRANSIT BUS RENOVATIONS	29460	COMPLETE COACH WORKS
583495	05/22/2019	\$19,430.60	FIRE EQUIPMENT SERVICES	1939	DIGITAL EMS SOLUTIONS INC.
583496	05/22/2019	\$8,831.49	VEHICLE MAINTENANCE/EXPENSES	46290	DON'S BODY SHOP
583497	05/22/2019	\$2,359.51	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
583498	05/22/2019	\$195.68	VEHICLE MAINTENANCE/EXPENSES	40150	GENUINE PARTS COMPANY
583499	05/22/2019	\$694.67	SUPPLIES	1861	GERI'S SCREENPRINTING, LLC
583500	05/22/2019	\$138.88	SUPPLIES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.
583501	05/22/2019	\$9,704.13	TRANSIT BUS ENGINES SERVICES	29680	INLAND KENWORTH, INC.
583502	05/22/2019	\$2,450.43	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
583503	05/22/2019	\$20,292.50	WASTE/RECYCLING PROGRAM	19040	MUNICIPAL CONTRACT ADMINISTRATORS, INC
583504	05/22/2019	\$3,554.92	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIREPROS
583505	05/22/2019	\$300.08	SUPPLIES	15620	OFFICE DEPOT
583506	05/22/2019	\$781.67	SUPPLIES	13010	PAR WEST TURF SERVICES, INC,
583507	05/22/2019	\$7,764.47	MACHINERY & EQUIPMENTS	538	PCMG, INC.
583508	05/22/2019	\$2,652.19	STREET IMPROVEMENTS	20770	SEQUEL CONTRACTORS. INC.
583509	05/22/2019	\$128.45	CONTRACT SERVICES	36350	SHRED-IT USA
583510	05/22/2019	\$1,752.00	VEHICLE MAINTENANCE/EXPENSES	610	THE JANEK CORPORATION
583511	05/22/2019	\$3,330.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
583512	05/28/2019	\$849.02	UTILITY SERVICES	39550	AT&T
583513	05/28/2019	\$1,643.68	UTILITY SERVICES	39550	AT&T
583514	05/28/2019	\$701.29	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
583515	05/28/2019	\$700.75	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
583516	05/28/2019	\$1,006.74	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
583517	05/28/2019	\$718.86	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
583518	05/28/2019	\$446.84	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
583519	05/28/2019	\$42.71	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY



City of Montebello
Register of Demands No. 1470
From Payment Date: 5/16/19 - To Payment Date: 6/5/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
583520	05/28/2019	\$66.75	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
583521	05/28/2019	\$4,167.00	CONTRACT SERVICES	21260	FLAIR DATA SERVICES, INC.
583522	05/28/2019	\$37.06	UTILITY SERVICES	36610	CITY OF PICO RIVERA
583523	05/28/2019	\$132.98	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
583524	05/28/2019	\$5,062.80	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
583525	05/28/2019	\$5,076.16	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
583526	05/28/2019	\$692.56	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
583527	05/28/2019	\$1,172.65	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
583528	05/29/2019	\$183.96	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
583529	05/29/2019	\$6,462.72	UTILITY SERVICES	39550	AT&T
583530	05/29/2019	\$53.91	UTILITY SERVICES	39550	AT&T
583531	05/29/2019	\$1,015.02	SUPPLIES	13360	DELL MARKETING L.P.
583532	05/29/2019	\$497.00	SUPPLIES	2420	FOSSIL INDUSTRIES, INC.
583533	05/29/2019	\$422.98	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
583534	05/29/2019	\$1,323.09	REIMBURSEMENTS	790	CITY OF MONTEBELLO PETTY CASH
583535	05/29/2019	\$168.52	MACHINERY & EQUIPMENTS	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
583536	05/29/2019	\$658.96	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
583537	05/29/2019	\$453.18	VEHICLE MAINTENANCE/EXPENSES	2244	STAN BONHAM COMPANY, INC.
583538	05/29/2019	\$195.98	REIMBURSEMENT	33960	DAVID SOSNOWSKI
583539	05/29/2019	\$1,598.77	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
583540	05/29/2019	\$564.95	SUPPLIES	1933	STRICTLY TECHNOLOGY LLC.
583541	05/29/2019	\$3,691.71	WATER PURCHASE	20060	WATER REPLENISHMENT DISTRICT
583542	05/29/2019	\$342.00	CONTRACT SERVICES	2381	ACADEMY LOCKSMITH, INC.
583543	05/29/2019	\$325.22	FUEL	2186	ACEGAS LLC
583544	05/29/2019	\$13,500.00	LANDSCAPING SERVICES	11820	ADCO SERVICES, INC.
583545	05/29/2019	\$528.00	CONTRACT SERVICES	1870	ALEX & E PARTY RENTALS



City of Montebello
Register of Demands No. 1470
From Payment Date: 5/16/19 - To Payment Date: 6/5/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
583546	05/29/2019	\$2,404.35	CONTRACT SERVICES	40670	ALL CITY MANAGEMENT SERVICES
583547	05/29/2019	\$120.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES, INC.
583548	05/29/2019	\$473.04	SUPPLIES	35980	SAEED RADMEHR/ARTE PRINTING
583549	05/29/2019	\$195.00	CONTRACT SERVICES	983	ABBA TERMITE AND PEST CONTROL, INC.
583550	05/29/2019	\$614.00	CONTRACT SERVICES	2102	JOHN P BEROKOFF/BEROKOFF ELECTRIC
583551	05/29/2019	\$276.59	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
583552	05/29/2019	\$1,389.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
583553	05/29/2019	\$511.01	SUPPLIES	9820	CARRIER TRANSICOLD OF SOUTHERN CALIFORNIA
583554	05/29/2019	\$821.70	CONTRACT SERVICES	2057	CIGNA BEHAVIORAL HEALTH
583555	05/29/2019	\$300.00	CONTRACT SERVICES	2086	COMMUTER SERVICES GROUP LLC.
583556	05/29/2019	\$10,159.68	TRANSIT BUS RENOVATIONS	29460	COMPLETE COACH WORKS
583557	05/29/2019	\$180.60	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
583558	05/29/2019	\$5,305.98	TRANSIT BUS RENOVATIONS	70920	DECALS BY DESIGN, INC.
583559	05/29/2019	\$650.00	CONTRACT SERVICES	41130	MIHM INC.
583560	05/29/2019	\$3,294.80	MACHINERY & EQUIPMENTS	1914	EXPO IT, LLC.
583561	05/29/2019	\$992.74	CONTRACT SERVICES	1760	SCOTT FAZEKAS & ASSOCIATES, INC.
583562	05/29/2019	\$66,089.05	DIAL A RIDE SERVICES	75950	FIESTA TAXI COOPERATIVE, INC.
583563	05/29/2019	\$1,020.00	CONTRACT SERVICES	71920	TOYETTA L. BEUKES/FORENSIC NURSE RESPONSE TEAM
583564	05/29/2019	\$100.00	REFUND	2445	GEO GROUP WESTERN REGION
583565	05/29/2019	\$4,587.74	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC.
583566	05/29/2019	\$549.14	SUPPLIES	59300	HODGE PRODUCTS, INC.
583567	05/29/2019	\$128.82	VEHICLE MAINTENANCE/EXPENSES	15440	HOSE-MAN, INC.
583568	05/29/2019	\$2,588.28	REIMBURSEMENT	2444	HOTEL2SUITES LLC
583569	05/29/2019	\$272.02	SUPPLIES	46770	INDUSTRIAL PIPE & STEEL, LLC
583570	05/29/2019	\$1,131.51	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH, INC.
583571	05/29/2019	\$1,013.65	LEGAL SERVICES	8130	RICHARD D. JONES, A PROFESSIONAL LAW CORP.



City of Montebello
Register of Demands No. 1470
From Payment Date: 5/16/19 - To Payment Date: 6/5/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
583572	05/29/2019	\$752.00	JANITORIAL SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
583573	05/29/2019	\$118.26	SUPPLIES	12180	M'S FLOWERS
583574	05/29/2019	\$39,353.95	TRANSIT BUS TIRE SERVICE	110	MICHELIN NORTH AMERICA, INC
583575	05/29/2019	\$1,014.26	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIREPROS
583576	05/29/2019	\$6,750.25	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
583577	05/29/2019	\$225.51	SUPPLIES	15620	OFFICE DEPOT
583578	05/29/2019	\$750.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
583579	05/29/2019	\$15.00	CONTRACT SERVICES	36070	PATHOLOGY & LAB. MED. GROUP
583580	05/29/2019	\$511.48	MEDICAL REIMBURSEMENT	42490	LINDA PAYAN
583581	05/29/2019	\$20,000.00	REDLIGHT CAMERA SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
583582	05/29/2019	\$250.00	REFUND	1144	VICTORIA RIOS
583583	05/29/2019	\$110.12	SUPPLIES	2244	STAN BONHAM COMPANY, INC.
583584	05/29/2019	\$5,270.98	WATER MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
583585	05/29/2019	\$2,529.50	WATER MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
583586	05/29/2019	\$15,622.42	WATER MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
583587	05/29/2019	\$3,465.44	WATER MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
583588	05/29/2019	\$84.11	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC.
583589	05/29/2019	\$1,232.00	CONTRACT SERVICES	36350	SHRED-IT USA
583590	05/29/2019	\$1,733.67	MEDICAL REIMBURSEMENT	9340	GEORGE S. SIMONIAN
583591	05/29/2019	\$410.00	CONTRACT SERVICES	2329	ADVANCED WINDOW FILM SOLUTIONS INC.
583592	05/29/2019	\$2,258.38	MACHINERY & EQUIPMENTS	1933	STRICTLY TECHNOLOGY LLC.
583593	05/29/2019	\$189.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
583594	05/29/2019	\$483.65	SUPPLIES	2408	TEK PAYROLL TIME SYSTEMS, INC.
583595	05/29/2019	\$211.80	CONTRACT SERVICES	10300	TRANSUNION CORP.
583596	05/29/2019	\$480.43	MEDICAL REIMBURSEMENT	27300	ROBERT C. TUFANO
583597	05/29/2019	\$1,045.00	PERMITS AND FEES	2446	UNION PACIFIC RAILROAD COMPANY



City of Montebello
Register of Demands No. 1470
From Payment Date: 5/16/19 - To Payment Date: 6/5/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
583598	05/29/2019	\$2,080.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
583599	05/29/2019	\$2,240.04	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
583600	05/29/2019	\$843.15	SUPPLIES	13160	WEST-LITE SUPPLY CO.,INC.
583601	05/30/2019	\$1,578.87	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
583602	05/30/2019	\$71.80	TRAVEL & MEETINGS	32910	JOSE MEDRANO
583603	05/30/2019	\$2,144.20	FUEL	19700	SYNCHRONY BANK/PHILLIPS-76-CONOCO-76
583604	05/30/2019	\$41.02	TRAVEL & MEETINGS	259	FERNIE RIVERA
583605	05/30/2019	\$30.00	TRAVEL & MEETINGS	24280	MARTIN SOLANO
583606	05/30/2019	\$1,298.47	TRAVEL & MEETINGS	2318	PAUL TALBOT
583607	05/30/2019	\$7.07	UTILITY SERVICES	23610	VERIZON WIRELESS
583608	05/30/2019	\$3,759.41	UTILITY SERVICES	23610	VERIZON WIRELESS
583609	05/30/2019	\$173.38	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
583610	05/30/2019	\$275.00	CONTRACT SERVICES	34230	PHIL CULBERTSON/COLBY'S TOTAL LAWN CARE
583611	05/30/2019	\$5,000.00	CONTRACT SERVICES	1340	HILLTOP SECURITIES INC.
583612	05/30/2019	\$319.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
583613	05/30/2019	\$70.00	REFUND	2450	ANA MATEO
583614	05/30/2019	\$5,965.56	ADVERTISING/PRINTING SERVICES	75280	PGI, INC/PACIFIC GRAPHICS INC.
583615	05/30/2019	\$5,756.00	CONTRACT SERVICES	538	PCMG, INC.
583616	05/30/2019	\$169.18	MACHINERY & EQUIPMENTS	1933	STRICTLY TECHNOLOGY LLC.
583617	05/30/2019	\$11,790.53	CONTRACT SERVICES	2318	PAUL TALBOT
583618	05/30/2019	\$8,000.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
583619	06/04/2019	\$1,410.35	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
583620	06/04/2019	\$21.68	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
583621	06/04/2019	\$123.46	SUPPLIES	43100	LUIS LOPEZ, JR.
583622	06/04/2019	\$15,760.00	POLICE RELATED FEES	692	LOS ANGELES COUNTY SUPERIOR COURT
583623	06/04/2019	\$2,000.00	ADVERTISING/PRINTING SERVICES	51550	MONTEBELLO CHAMBER OF COMMERCE



City of Montebello
Register of Demands No. 1470
From Payment Date: 5/16/19 - To Payment Date: 6/5/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
583624	06/04/2019	\$2,249.75	FUEL	19700	SYNCHRONY BANK/PHILLIPS-76-CONOCO-76
583625	06/04/2019	\$120.29	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
583626	06/04/2019	\$60.00	TRAVEL & MEETINGS	34990	SAN GABRIEL VALLEY CITY MANAGERS' ASSOC.
583627	06/04/2019	\$1,592.02	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
583628	06/04/2019	\$3,937.95	NOTES PAYABLE	45630	SOUTHERN CALIFORNIA EDISON
583629	06/04/2019	\$1,838.82	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
583630	06/04/2019	\$686.55	CONTRACT SERVICES	20060	WATER REPLENISHMENT DISTRICT
583631	06/05/2019	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
583632	06/05/2019	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
583633	06/05/2019	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
583634	06/05/2019	\$1,514.60	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
583635	06/05/2019	\$553.36	UTILITY SERVICES	38380	AT&T
583636	06/05/2019	\$462.78	UTILITY SERVICES	39550	AT&T
583637	06/05/2019	\$168.63	UNIFORM EXPENSE	380	BRANDON S. CONTRERAS
583638	06/05/2019	\$13,600.45	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO.
583639	06/05/2019	\$879.60	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIREPROS
583640	06/05/2019	\$32.75	UTILITY SERVICES	100	PICO WATER DISTRICT
583641	06/05/2019	\$54,854.05	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
583642	06/05/2019	\$2,950.45	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
583643	06/05/2019	\$10,117.80	RECREATION SUPPLIES	69680	TRIANGLE SPORTS, INC.
583644	06/05/2019	\$1,400.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC.
583645	06/05/2019	\$2,876.32	CONTRACT SERVICES	24540	AAHS SIGNS
583646	06/05/2019	\$131.27	FUEL	2186	ACEGAS LLC
583647	06/05/2019	\$71,111.70	ENGINEERING SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
583648	06/05/2019	\$1,740.45	TRAVEL & MEETINGS	2451	ALAMEDA CORRIDOR-EAST PROJECT
583649	06/05/2019	\$6,129.48	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC.



City of Montebello
Register of Demands No. 1470
From Payment Date: 5/16/19 - To Payment Date: 6/5/19

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583650	06/05/2019	\$1,040.25	SUPPLIES	35980	SAEED RADMEHR/ARTE PRINTING
583651	06/05/2019	\$48,796.82	BUS STOP DESIGN SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
583652	06/05/2019	\$1,476.48	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
583653	06/05/2019	\$76.42	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
583654	06/05/2019	\$352.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
583655	06/05/2019	\$7,275.00	CONTRACT SERVICES	1624	CALIFORNIA PAVING AND GRADING, INC.
583656	06/05/2019	\$21,536.00	CONTRACT SERVICES	52070	TOM CAMACHO
583657	06/05/2019	\$8,543.84	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
583658	06/05/2019	\$206.78	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
583659	06/05/2019	\$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
583660	06/05/2019	\$640.00	CONTRACT SERVICES	1643	COMPANY NURSE
583661	06/05/2019	\$54,482.59	TRANSIT BUS RENOVATIONS	29460	COMPLETE COACH WORKS
583662	06/05/2019	\$527.47	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
583663	06/05/2019	\$352.80	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
583664	06/05/2019	\$250.00	REFUND	2453	NELIDA DE DIOS
583665	06/05/2019	\$4,464.20	TRANSIT BUS RENOVATIONS	70920	DECALS BY DESIGN, INC.
583666	06/05/2019	\$900.00	CONTRACT SERVICES	41130	MIHM INC.
583667	06/05/2019	\$75.10	CONTRACT SERVICES	43720	ERGOMETRICS & APPLIED PERSONNEL RESEARCH,INC
583668	06/05/2019	\$4,280.00	CONTRACT SERVICES	371	FLO-SERVICES, INC.
583669	06/05/2019	\$14,916.67	SAFETY RADIO MAINTENANCE	807	FOOTHILL COMMUNICATIONS, LLC
583670	06/05/2019	\$372.90	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
583671	06/05/2019	\$1,959.79	ADVERTISING/PRINTING SERVICES	12	GEIGER BROS
583672	06/05/2019	\$250.00	REFUND	2458	PATRICIA HERNANDEZ
583673	06/05/2019	\$750.00	CONTRACT SERVICES	2407	OSCAR HERNANDEZ PLUMBING
583674	06/05/2019	\$1,356.69	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC.
583675	06/05/2019	\$250.00	REFUND	2454	ANDREW IBARRA



City of Montebello
Register of Demands No. 1470
From Payment Date: 5/16/19 - To Payment Date: 6/5/19

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583676	06/05/2019	\$508.96	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH, INC.
583677	06/05/2019	\$422.48	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
583678	06/05/2019	\$1,392.51	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
583679	06/05/2019	\$385.00	CONTRACT SERVICES	2427	LANS COMPRESSORS, INC.
583680	06/05/2019	\$631.00	CONTRACT SERVICES	2156	LEED ELECTRIC INC.
583681	06/05/2019	\$399.42	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
583682	06/05/2019	\$251.24	CONTRACT SERVICES	4810	LOS ANGELES COUNTY
583683	06/05/2019	\$250.00	REFUND	2227	ANGELICA MADERA
583684	06/05/2019	\$2,142.00	CONTRACT SERVICES	2144	MARIPOSA LANDSCAPES, INC.
583685	06/05/2019	\$5,300.00	CONTRACT SERVICES	1797	MARTINEZ CONSULTING SERVICE LLC
583686	06/05/2019	\$345.08	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
583687	06/05/2019	\$4,768.50	CONTRACT SERVICES	1200	MOBILITY ADVANCEMENT GROUP
583688	06/05/2019	\$3,219.30	VEHICLE MAINTENANCE/EXPENSES	2028	LUCY CORTEZ/MR G'S CUSTOM UPHOLSTERY
583689	06/05/2019	\$1,278.78	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
583690	06/05/2019	\$250.00	REFUND	2452	MICHAEL MURILLO
583691	06/05/2019	\$2,440.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE
583692	06/05/2019	\$20.40	SUPPLIES	15620	OFFICE DEPOT
583693	06/05/2019	\$55.00	REFUND	2456	XOCHILT PENATE
583694	06/05/2019	\$163.53	EDUCATION REIMBURSEMENT	2260	GERARDO RODRIGUEZ
583695	06/05/2019	\$562.50	CONTRACT SERVICES	2459	OSAEL ROMERO
583696	06/05/2019	\$30.00	TRAVEL & MEETINGS	34990	SAN GABRIEL VALLEY CITY MANAGERS' ASSOC.
583697	06/05/2019	\$17,892.83	TRAFFIC SIGNAL MAINTENANCE	2361	SIEMENS MOBILITY
583698	06/05/2019	\$1,509.92	SUPPLIES	1980	SITEONE LANDSCAPE SUPPLY, LLC.
583699	06/05/2019	\$189.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
583700	06/05/2019	\$2,875.00	CONTRACT SERVICES	71210	STAR-DUST TOURS, INC.
583701	06/05/2019	\$230.00	ADVERTISING/PRINTING SERVICES	6460	TRANSIT TALENT.COM



City of Montebello
Register of Demands No. 1470
From Payment Date: 5/16/19 - To Payment Date: 6/5/19

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583702	06/05/2019	\$6,556.00	CONTRACT SERVICES	1949	TRC ENGINEERING SERVICES, LLC
583703	06/05/2019	\$3,744.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
583704	06/05/2019	\$483.25	CONTRACT SERVICES	131	UNITED SITE SERVICES, INC.
583705	06/05/2019	\$2,834.16	CONTRACT SERVICES	37	U.S. SECURITY ASSOCIATES, INC.
583706	06/05/2019	\$250.00	REFUND	2457	MARIA VERDUZCO
583707	06/05/2019	\$375.00	CONTRACT SERVICES	445	ERIC SERRANO
583708	06/05/2019	\$374.40	SUPPLIES	13160	WEST-LITE SUPPLY CO.,INC.
583709	06/05/2019	\$366.89	ADVERTISING/PRINTING SERVICES	61850	X-IGENT PRINTING, INC.
Subtotal		\$1,273,412.45			
6093 - Successor Agency					
1438	05/21/2019	\$84,444.63	NOTES PAYABLE	20390	ARA SEVACHERIAN
1439	05/30/2019	\$5,000.00	CONTRACT SERVICES	1340	HILLTOP SECURITIES INC.
Subtotal		\$89,444.63			
Total		<u>\$1,362,857.08</u>			

MINUTES

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A REGULAR SESSION.

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Hadjinian called the meeting to order at the hour of 5:37 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Torres, Melendez, Cobos-Cawthorne, Jimenez, Hadjinian
STAFF PRESENT: Interim City Manager Talbot, Assistant City Attorney MacMillian
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:** Assistant City Attorney MacMillian.

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

Mayor Hadjinian recessed the meeting into Closed Session at the hour of 5:40 p.m. At the hour of 6:52 p.m., Mayor Hadjinian reconvened the meeting.

CLOSED SESSION

The City Attorney provided a briefing on the item listed for Closed Session as follows:

4. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Name of case: M. Zuniga, et al. v. City of Montebello
Case No. BC700712

All Councilmembers were present, direction was given, no final action.

5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Name of Case: V. Creswell v. City of Montebello
Claim No. MBGA1424A1

Council was briefed on the matter, no final action, nothing further to report.

6. CONFERENCE WITH LABOR NEGOTIATORS

Government Code section 54957.6
Agency designated representative: Paul L. Talbot, Interim City Manager
Employee organization: Montebello Mid-Management Association, Montebello Police Officers Association, Montebello Police Management Association, Montebello Fire Management Association

Briefing was provided to Councilmembers, direction given, no final action, nothing further to report.

REGULAR SESSION

7. **INVOCATION** City Treasurer Gutierrez
8. **PLEDGE OF ALLEGIANCE** Former Youth Commissioner Mr. Manoukian
9. **PRESENTATIONS**
10. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS: City Attorney MacMillian**
11. **PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (30 MINUTES)**

Lawrence Smith, Supervisor Engineer for Sanitation District, spoke about employee negotiations and agreement approved on April 11, 2019.

Brian Ambriz, community organizer for Hispanic Commission on Drug and Alcohol Abuse, asked for council support to hold meetings in the City regarding marijuana second-hand smoke.

Linda Nicklas spoke about oral speaker cards submitted at the last Council meeting and the order in which they were called by Mayor Hadjinian.

Rosita Tamayo was called to speak, but declined to have a translator, spoke about the water in South Montebello and that the water levels are not acceptable.

Charmetria Marshall, Librarian for the Holifield Library, highlighted upcoming library programs, including a juggler on Wednesday, May 22, from 3:30 p.m. to 4:30 p.m.

Jim Flournoy stated that work on Montebello Boulevard has finally started and spoke about work being done by the Central Basin Municipal Water District. Mr. Flournoy asked about a CEQA attorney for the Montebello Hills.

Mark Thomas Bezerra, son of Joe Bezerra, Shell Station Owner on Olympic Blvd., spoke about the ACE Railroad project and stated opposition to the proposed project.

Maribel Briseno spoke about the Neighborhood Watch Meeting on Tuesday, May 21, 2019 at the Senior Center, and will discuss illegal fireworks. The Bicycle Coalition will host a bike ride on May 25, 2019. The Hearts of Montebello had an event at the Golden Manor for the women residents. Ms. Briseno also mentioned that sexual harassment took place at the last Council meeting.

Tila Gregorian spoke about her Father-in-law and the Armenian Genocide.

Edwina Garcia spoke about Planning Commission minutes she has not received. Mayor Hadjinian asked Ms. Garcia to check in with City Staff next week for an update on her request. Interim City Manager Talbot stated that staff will have DVDs of the meetings requested the following day, Thursday, May 16, 2109.

12. **STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**

Steve Forster gave an update on the Montebello Boulevard project, a fully funded \$5 million project through the ATP process.

13. **CORRECTIONS TO THE AGENDA – INTERIM CITY MANAGER**

No corrections to the agenda.

ITEM #22

14. **APPROVAL OF AGENDA:** Mayor Pro Tem Melendez moved, seconded by Councilmember Jimenez to approval all items with the exception of Item No. 15, 16, 21 and 28. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

NEW BUSINESS

15. **FORMATION OF CITY CENTENNIAL CELEBRATION AD-HOC COMMITTEE**

Edwina Garcia asked to be a part of the committee as a resident.

Mayor Pro Tem Melendez stated that he would like the Chairperson not be anyone running for election during 2020, so that the focus is on the celebration. He would like to be on the committee, and asked that all councilmembers join in the committee.

Councilmember Torres took personal offense to the statement that the celebration would become political and has already noted comments and ideas for the celebration.

Councilmember Jimenez agreed with Mayor Pro Tem Melendez that those running for election in 2020 should not participate as Chairperson but should be a part of the committee.

Mayor Pro Tem Melendez stated that he would the celebration to be nothing but a celebration and does not want the committee to become political.

Councilmember Torres spoke about the two clean campaigns he ran for the last two elections.

Councilmember Cobos-Cawthorne applauded Councilmember Torres for bringing the subject to light sooner rather than later.

Mayor Hadjinian moved to appoint Mayor Pro Tem Melendez as Chair of the committee.

Councilmember Torres stated a substitute motion, seconded by Councilmember Cobos-Cawthorne, to appoint Councilmember Torres as Chairperson for the Centennial Celebration. Motion failed 2-3 on the following roll call vote:

AYES: Torres, Cobos-Cawthorne
NOES: Melendez, Jimenez, Hadjinian

Mayor Hadjinian moved, seconded by Mayor Pro Tem Melendez to appoint Mayor Pro Melendez as Chairperson of the City Centennial Ad-Hoc Committee. Motion carried 3-2 on the following roll call vote:

AYES: Melendez, Jimenez, Hadjinian
NOES: Torres, Cobos-Cawthorne

Mayor Hadjinian moved to appoint Councilmember Jimenez as Co-Chairperson, no second. Councilmember Cobos-Cawthorne motioned, Councilmember Torres that the Co-Chairperson be a rotating position on the committee. Motion carried 3-2 on the following roll call vote:

AYES: Torres, Cobos-Cawthorne, Jimenez
NOES: Melendez, Hadjinian

CONSENT MATTERS (16-22)**16. 2019/2020 CDBG AND HOME PROGRAM ANNUAL ACTION PLAN**

Maribel Briseno requested that the Homeless Plan be reviewed. Ms. Briseno also stated that Low Income housing does not seem like it is for Low Income residents.

Edwina Garcia spoke about affordable housing and asked if Avant Garde gets paid to manage program.

Damien Delaney, Michael Baker, gave brief summary of the plan.

Councilmember Torres asked about public comments and asked who manages the CDBG funds. Mr. Delany stated that there are some comments and added that Avant does the monitoring of the organization receiving CDBG funds.

Ms. LeNoue, Avant Garde, stated that the six CDBG recipients have been providing services to the community for years, complete site visits and receive quarterly reports from the recipients.

Councilmember Cobos-Cawthorne asked if outreach was done through the internet. Mr. Delaney stated that comments would be received until tonight.

Mayor Hadjinian moved, seconded by Mayor Pro Tem Melendez that the City Council:

- (1) Approve the Annual Action Plan and the recommended public service agency grant allocations.
- (2) Authorize the City Manager to execute the grant application and certifications for submission to the U.S. Department of Housing and Urban Development (HUD).
- (3) Authorize the Mayor and/or City Manager to execute the CDBG and HOME Funding Agreement Nos. 3598, 3599, 3600, 3601, 3602 and 3603 upon HUD's approval of the Action Plan.
- (4) Take such additional, related action that may be desirable.

Motion carried unanimously.

17. DESIGNATION OF SEAACA COMMITTEE MEMBER

Mayor Pro Tem Melendez moved, seconded by Councilmember Jimenez that the City Council:

- (1) Designate the Finance Director as the SEAACA Committee Member representing the City of Montebello; and
- (2) Take such additional, related action that may be desirable

Motion carried unanimously.

18. QUARTERLY FINANCIAL REPORT AS OF MARCH 31, 2019

Mayor Pro Tem Melendez moved, seconded by Councilmember Jimenez that the City Council:

- (1) Review and Accept the quarterly Financial Report for the FY 2018-2019 Budget; and

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

Motion carried unanimously.

19. RESOLUTION APPROVING THE LEASE AGREEMENT FOR FIRE ENGINE

Mayor Pro Tem Melendez moved, seconded by Councilmember Jimenez that the City Council:

- (1) Adopt Resolution No. 19-45 which accepts and approves the lease agreement between the City of Montebello and Leasing 2, Incorporation, for the financing of a new fire engine (previously approved by City Council on December 19, 2018); and
- (2) Take such additional, and/or related action that may be desirable.

Motion carried unanimously.

20. MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO SUPERVISORS' ASSOCIATION (MSA)

Mayor Pro Tem Melendez moved, seconded by Councilmember Jimenez that the City Council:

- (1) Approve Resolution No. 19-46 approving the Memorandum of Understanding Agreement No. 3604, with an effective date of May 15, 2019; and
- (2) Take such additional, related, action that may be desirable.

Motion carried unanimously.

21. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED MAY 15, 2019

Edwina Garcia asked about former Councilmember names on the Successor Agency page on the website.

Mayor Pro Tem Melendez moved, seconded by Councilmember Jimenez that the City Council:

- (1) Adopt Resolution No. 19-47 approving the Warrant Register dated May 15, 2019; and
- (2) Take such additional, related action that may be desirable.

Motion carried unanimously.

22. APPROVAL OF MINUTES: REGULAR MEETING OF APRIL 10 AND APRIL 22, 2019

Mayor Pro Tem Melendez moved, seconded by Councilmember Melendez that the City Council:

- (1) Approve the minutes as written
- (2) Take such additional, related action that may be desirable.

Motion carried unanimously.

23. PUBLIC ORALS - IF NEEDED

COUNCIL ORALS**24. COUNCILMEMBER TORRES**

- a. Expanding recording of meetings to include commission and ad hoc committee meetings
Councilmember Torres asked that all commission meetings be recorded and televised.
- b. Optimizing performance of recording playback so it either 1) works consistently on one platform or 2) is available on a variety of browsers
Councilmember Torres asked that the Council meeting videos be available on all browsers.
- c. Posting weekly department reports as provided to council on Thursdays.
Councilmember Torres asked that the weekly newsletter be available on the City website.
- d. Decorum
Councilmember Torres state that personal attacks on Councilmembers on the dais and speakers at the podium should not be tolerated. Those on the dais should hold themselves to a higher standard.
- e. Monthly events invitation
Councilmember Torres also stated that he hosts a "Coffee with a Councilman" every first and third Tuesday of the month. The first Sunday of every month Councilmember Torres will have a trash pickup.

25. MAYOR PRO TEM MELENDEZ

None.

26. COUNCILMEMBER COBOS-CAWTHORNE

- a. Passing of an ordinance to allow free feminine products in our City facility restrooms
Councilmember Cobos-Cawthorne asked that feminine products to be available in the offices of City facilities if needed, and asked that a resolution be brought back for adoption.
- b. Adopt a city proclamation or resolution supporting the 2020 U.S. Census.
Councilmember Cobos-Cawthorne asked for consensus to adopt Resolution No. 19-48 in support of the 2020 U.S. Census. Motion carried unanimously.
- c. Improvement to our City Website
Councilmember Cobos-Cawthorne asked that old information be deleted from the website, in order to keep the public informed.

Councilmember Cobos-Cawthorne asked that the meeting be adjourned in memory of resident, Bobby Guzman.

27. COUNCILMEMBER JIMENEZ

None.

28. MAYOR HADJINIAN

Update from the San Gabriel Valley Council of Governments (ACE Project) recent delegation to Washington DC.

Diego Cruz asked for support from the City for his business regarding the ACE project.

Sylvia Santillan asked for support from the City Council on behalf of Diego's business.

Linda Nicklas asked Mayor Hadjinian to support businesses in the ACE project area stated that Mayor Hadjinian has done nothing for Latino owned businesses in the ACE project area, and added that ACE saved the Broguiere Dairy and the Crauford business.

Mayor Hadjinian explained funding for the ACE project and clarified the project with regards to the proposed crossings, and stated that all concerns will be addressed.

ADJOURNMENT

Upon motion carried unanimously, Mayor Hadjinian adjourned the meeting at the hour of 8:50 p.m. Councilmember Cobos-Cawthorne asked for a moment of silence for resident, Bobby Guzman, who passed away.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of May 15, 2019, were approved as written on June 12, 2019.

IRMA BARAJAS, City Clerk

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A REGULAR SESSION.

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER:** Mayor Hadjinian called the meeting to order at the hour of 5:37 p.m.
- 2. ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Melendez, Cobos-Cawthorne, Jimenez, Torres, Hadjinian
STAFF MEMBERS PRESENT: Interim City Manager Talbot, City Attorney Noel Tapia
- 3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:** City Attorney Noel Tapia

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

CLOSED SESSION

The City Attorney provided a briefing on the item listed for Closed Session as follows:

- 4. CONFERENCE WITH LABOR NEGOTIATORS**
Government Code section 54957.6
Agency designated representative: Paul L. Talbot, Interim City Manager
Employee organization: Montebello Mid-Management Association, Montebello Police Officers Association, Montebello Police Management Association, Montebello Fire Management Association

Briefing was provided to Councilmembers, direction provided, no final action.
- 5. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**
Government Code Section 54957
Title: City Manager

Briefing was provided, no final action, nothing to report.

REGULAR SESSION

- 6. INVOCATION**

PLEDGE OF ALLEGIANCE
- 7. PRESENTATIONS**
 - A. OATH OF OFFICE – NEW POLICE OFFICER**
 - B. INTRODUCTION OF NEW FIRE DEPARTMENT BATTALION CHIEFS**
 - C. PROCLAMATION FOR NATIONAL BIKE MONTH**
 - D. AD HOC COMMITTEE REPORTS – CITY COUNCIL WILL GIVE A BRIEF UPDATE ON THEIR INDIVIDUAL AD HOC COMMITTEES.**

8. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: City Attorney Noel Tapia

9. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director Sosnowski invited the community to the Memorial Day Ceremony on Monday, May 27, 2019, at City Park, at 11:00 a.m.

Director Mescher stated that budget process had begun and that budget study session will take place the 2nd week of June.

10. CORRECTIONS TO THE AGENDA – INTERIM CITY MANAGER

None.

11. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (30 MINUTES)

Sheryl Bishop spoke about Scleroderma awareness and would like the City to proclaim June 2019, Scleroderma Month.

Vivian Kelley, City of Pico Rivera, spoke about the Montebello Bus Lines bus breaking down on the 60 Freeway and other locations, which made her late to work a few times on one month.

Maribel Briseno spoke about Bike Month and announced a Montebello Bicycle Coalition bike ride on May 25, 2019 where there will be a speaker at the Montebello Martyrs Monument. Ms. Briseno also announced a Neighborhood Watch Meeting on May 21, 2019.

Margot Eiser spoke about the parasitism on the new Home2 Suites Hotel and the Montebello Hills and stated the hotels are not making money for the City.

Edwina Garcia spoke about a safety issue at 10th Street and Beverly Blvd. where cars make unsafe left turns at that intersection and asked that city staff review her concern. She was directed to speak to Director Batson.

- 12. APPROVAL OF AGENDA:** Councilmember Torres moved, seconded by Councilmember Cobos-Cawthorne that all items be approved in a single motion with the exception Item Nos. 13, 14 and 16. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

CONSENT MATTERS (13-16)

13. BUDGET APPROPRIATION FROM DRUG ASSET FORFEITURE ACCOUNT FOR POLICE EXPLORER TRUST AND AGENCY ACCOUNT

Councilmember Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

- (1) Approve the appropriation of \$20,000.00 from the Drug Asset Forfeiture Account (230-2920) to support and reimburse the ongoing training and competitions for the Montebello Police Department Explorer Post (Trust and Agency Account 500-80-800-6020/500.117.10), Resolution No. 19-49; and
- (2) Take such additional, related action that may be desirable.

Motion carried unanimously.

14. FIRST AMENDMENT TO AGREEMENT NO. 3454 BETWEEN THE CITY OF MONTEBELLO AND COMPLETE COACH WORKS FOR EXTERIOR BUS GRAPHICS DECAL REPLACEMENT AND BUS PAINTING (PHASE 1) RFP 18-37

Councilmember Torres asked for justification regarding the request for an increase. Director Barrio stated that extra detailing would have to be done to the windows of all of the buses at \$1,066 per bus.

Mayor Pro Tem Melendez moved, seconded by Councilmember Torres that the City Council:

- (1) Approve the First Amendment to Agreement No. 3454 between the City of Montebello and Complete Coach Works for exterior bus graphics decal replacement and bus painting (Phase 1) RFP 18-37 adding a contingency provision to the agreement; and allocating an amount not to exceed the sum of sixty-five thousand dollars (\$65,000) to the agreement in the event a contingency rises, which will be funded by PTIMISEA and SGR grants; account number 270-9042-2018-098-6040.10; and
- (2) Take such additional, related action that may be desirable.

Motion carried unanimously.

15. MONTHLY INVESTMENT REPORT – APRIL 2019

Councilmember Torres moved, seconded by Councilmember Cobos-Cawthorne that the City Council:

- (1) Approve and file said report; and
- (2) Take such additional, related action that may be desirable.

Motion carried unanimously.

16. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED MAY 22, 2019

Maribel Briseno raised concerns regarding City Council expenses for meetings travel and meetings, and asked that a limit be put in place for the amount spent each year.

Interim City Manager Talbot stated that he encourages all Councilmembers to attend conferences, as they are a resource for information.

Mayor Hadjinian moved, seconded by Mayor Pro Tem Melendez that the City Council:

- (1) Adopt the Resolution No. 19-50 approving the Warrant Register dated May 15, 2019; and
- (2) Take such additional, related action that may be desirable.

Motion carried unanimously.

17. PUBLIC ORALS – IF NEEDED

COUNCIL ORALS

18. MAYOR PRO TEM MELENDEZ

None.

19. COUNCILMEMBER COBOS-CAWTHORNE

a. Bus Benches and Montebello Golf Course

Councilmember Cobos-Cawthorne thanked staff for installing eight new benches at the Golf Course.

b. Townhall June 25th

Councilmember Cobos-Cawthorne stated that she will host another Town Hall meeting on June 25th and that details will follow soon on the website.

20. COUNCILMEMBER JIMENEZ

None.

21. COUNCILMEMBER TORRES

Ad Hoc Committee Reports.

Councilmember Torres thanked staff for placing the Ad Hoc Committee Reports on today's agenda under Presentations.

22. MAYOR HADJINIAN

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Hadjinian adjourned the meeting at the hour of 8:00 p.m.

IRMA BARAJAS, City Clerk

NOTES

DRAFT