MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA[1] [1[2]]
WEDNESDAY, JULY 25, 2018

5:30 P.M.

MONTEBELLO CITY COUNCIL

VANESSA DELGADO
MAYOR

JACK HADJINIAN **MAYOR PRO TEM**	**ART BARAJAS** **COUNCILMEMBER**
WILLIAM M. MOLINARI **COUNCILMEMBER**	**VIVIAN ROMERO** **COUNCILMEMBER**

CITY CLERK **IRMA BARAJAS**	**CITY TREASURER** **ASHOD MOORADIAN**

CITY STAFF

ACTING CITY MANAGER **Andrew G. Pasmant**	**CITY ATTORNEY** **Arnold M. Alvarez-Glasman**

DEPARTMENT HEADS

Assistant City Manager	**Danilo Batson**
Fire Chief	**Fernando Pelaez**
Police Chief	**Brad Keller**
Finance Administrator	**Craig Koehler**
Director of Recreation and Community Services	**David Sosnowski**
Director of Transportation	**Tom Barrio**

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** **Mayor Delgado**

2. **ROLL CALL:** **City Clerk I. Barajas**

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

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[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 II1203+)*

[2[2]] *Please note that the information contained in this agenda is a summary of the staff report prepared for each item. Complete copies of each staff report are available in the Office of the City Clerk.*

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

5. REAL PROPERTY NEGOTIATIONS
Government Code section 54956.8
Property: Various between N.6th Street to N. 5th Street (APN Nos. 6345-025-911, 912, 913; 6346-025-906, 907, 908, 909, 910, 016)
Agency Negotiation: Acting City Manager Pasmant
Negotiating Parties: Olson Company
Under Negotiation: Price and Terms

6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code 54956.8
Property: 1345 North Montebello Boulevard, Montebello
Agency's Negotiator: Acting City Manager Pasmant, City Attorney Alvarez-Glasman
Negotiating Party: Costco

7. CONFERENCE WITH LABOR NEGOTIATOR
Government Code 54957.6
Agency designated representative: Andrew G. Pasmant, Acting City Manager
Employee organization: Smart TD UTU, Montebello City Employees Association, Unrepresented Employees, Montebello Supervisor's Association, Montebello Mid-Management Association, Montebello Police Officers Association, Montebello Police Management Association, Montebello Firefighters Association, Montebello Fire Management Association

REGULAR SESSION

8. INVOCATION

PLEDGE OF ALLEGIANCE

9. PRESENTATION

a. OATH OF OFFICE – YOUTH COMMISSIONER ALEJANDRA ESTRADA
b. INTRODUCTION OF BOXER ARMANDO MUNIZ

10. 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.

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

12. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

13. CORRECTIONS TO THE AGENDA – ACTING CITY MANAGER

14. 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 Item Nos. 15, 16, 18 and any other item upon which a member of the public or a member of the City Council has requested to speak. Such approval will also waive the reading of any ordinance.

SCHEDULED MATTERS

15. A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION CONFIRMING THE FY 2018-19 FINAL ENGINEER'S REPORT, ASSESSMENT DIAGRAM AND ASSESSMENT FOR NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND LEVYING SUCH ASSESSMENTS ON APPLICABLE LOTS AND PARCELS WITHIN THE DISTRICT

COMMENT: On June 13, 2018, the City Council approved Resolution No. 18-54 initiating proceedings for the Fiscal Year 2018-2019 levying of annual assessments to fund landscape maintenance for the properties located on Natasha Lane. Natasha Lane is a twenty-unit housing development located south of Whittier Boulevard and 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 properties are located on Natasha Lane. Notices advising residents in the affected area of the consideration of the Final Engineer's Report and the Public Hearing on July 25, 2018 were mailed on July 11, 2018.

The properties benefiting from the landscape improvements were assessed the maintenance costs established in FY 2018-2019 for the maintenance of the landscaping. Landscape maintenance costs will be funded with the annual assessments from the Assessment District No. 2005-1. No General Funds are to be used for this assessment district.

The Natasha Lane Landscape Assessment District No. 2005-1 complies with the City's financial plan to achieve financial stability. The levy of assessments ensures that there is a full recovery of overhead and internal service from the assessment district funds to the greatest extent possible and as permitted by restrictions associated with these funds.

RECOMMENDATION: It is recommended that the City Council adopt the Resolution confirming the Final Engineer's Report, the Assessment Diagram and Assessment, and authorize the levying of the Fiscal Year 2018-2019 assessments for the Natasha Lane Landscape Assessment District No. 2005-1.

16. PUBLIC HEARING TO CONSIDER THE ADOPTION OF A RESOLUTION CONFIRMING THE ENGINEER'S REPORT, THE ASSESSMENT DIAGRAM FOR ASSESSMENT DISTRICT NO. 2005-2 FOR NATASHA LANE SEWER PUMP STATION AND STORM WATER PUMP STATION, AND TO LEVY ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT FOR FISCAL YEAR 2018-2019

COMMENT: On June 13, 2018, the City Council adopted Resolution No. 18-55 approving the Preliminary Engineer's Report for Natasha Lane Sewer Pump Station and Storm Water Pump Station within Assessment District No. 2005-2 and set the public hearing for July 25, 2018, to consider Fiscal Year 2018-2019 annual assessment levies for the properties located on Natasha Lane. Natasha Lane is located south of Whittier Boulevard and east of Bluff Road. A twenty unit housing development is located along Natasha Lane. As part of the development, sewer and storm water pump stations were installed to accommodate the operation of the sewer lines and storm drain systems. The attached resolution establishes the levy of annual assessment to fund the maintenance, operation and replacement costs for the sewer and storm water pump stations. Notices advising residents in the affected area of the consideration of the Preliminary Engineer's Report and the Public Hearing on July 25, 2018 were mailed on July 11, 2018.

There is no fiscal impact on the General Fund.

RECOMMENDATION: The properties benefiting from the storm water and sewer pump facilities are to be assessed for maintenance and replacement costs in the operation, maintenance, and replacement of these improvements. This assessment district is operating at a deficit. Funding sources will need to be established to address the deficit.

CONSENT MATTERS

17. CONSIDERATION OF RESOLUTION AUTHORIZING THE ISSUANCE OF REQUEST FOR PROPOSALS FOR RESIDENTIAL WASTE HAULING SERVICES

COMMENT: On November 8, 2011, City of Montebello voters approved an initiative requiring the City Council for the City of Montebello ("City Council") to utilize a public process of competitive bidding process to award an exclusive residential solid waste collection franchise ("Measure O"). Since 1962, Athens Disposal Company has been providing residential waste collection, hauling and processing services on an exclusive basis for the City.

On July 28, 2010, the City Council voted to exercise the City's right to terminate the existing exclusive residential waste hauling services and started the time period on the seven year evergreen period set forth in Agreement 688. While it is questionable that Agreement 688 is in effect or enforceable due to the Court's ruling in the *Torres v. City of Montebello* litigation, it is recommended that the City Council take this action to confirm the City's desire to issue an RFP for waste collection services.

RECOMMENDATION: It is recommended that the City Council adopt the Resolution which authorizes the issuance of a Request for Proposal (RFP) for the exclusive right to collect and haul residential solid waste within the City of Montebello.

18. COMMERCIAL CANNABIS APPLICATIONS – SCORING, REVIEWING, AND SELECTING POTENTIAL OPERATORS

COMMENT: On March 5, 2018, the City issued a Solicitation for Applications to Operate Commercial Cannabis Activities ("Solicitation"), inviting interested parties to apply to operate a commercial cannabis manufacturing, testing, cultivation, distribution, or delivery-only retail establishment in the City. The Solicitation period closed on April 18, 2018, and the City received 38 applications in response.

During the intervening three (3) months, staff has received and inventoried the applications, and a consultant has been retained to undertake scoring and reviews for presentation to the City Council. Staff and the consultant, as applicable, will present to the City Council a summary of the process to date, and the status of the application review and scoring; including the results of the scoring / review if available.

RECOMMENDATION: It is recommended that the City Council receive and file this report and any consultant presentation(s) of applications received to engage in commercial cannabis activities in the City, and either: (1) identify applicants to continue in the selection and approval process; or (2) provide alternative direction as to staff on the process moving forward.

19. AWARD A CONTRACT FOR TRANSIT PARKING LOT IMPROVEMENTS LOCATED AT THE NORTHWEST CORNER OF MONTEBELLO BOULEVARD AND LINCOLN AVENUE TO CALIFORNIA PAVING & GRADING COMPANY, INC., RFP #19-57

COMMENT: The City Council will consider awarding a contract for Transit Parking Lot Improvements at Northwest Corner of Montebello Boulevard and Lincoln Avenue to California Paving & Grading Company, Inc. in the amount $70,140.00, authorize the Acting City Manager to review and approve all change orders within a 10% contingency of the contract amount as recommended by the Assistant City Manager/Director of Public Works, and authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

Funding for the proposed Transit Parking Lot Improvement will be provided from Transit TDA (Transportation Development Act) funds. The City's General Fund will not be affected.

RECOMMENDATION: That the City Council: (1) Award a construction contract for Transit Parking Lot Improvements located at the Northwest Corner of Montebello Boulevard and Lincoln Avenue to California Paving and Grading Company, Inc., RFP #19-57, in the amount of $70,140.00; (2) Authorize the Acting City Manager to review and approval all change orders within a 10% contingency of the contract amount as recommended by the Assistant City Manager/Director of Public Works; and (3) Authorize the Acting City Manager to execute the Contact Agreement on behalf of the City.

20. A REQUEST TO ACCEPT AS COMPLETE – MAPLE AVENUE STREET IMPROVEMENT PROJECT (WASHINGTON BOULEVARD TO MINES AVENUE) BID # 17-26, CP 853, FY 2016/2017

COMMENT: The City Council will consider acceptance as complete Maple Avenue Street Improvement Project, CP 853, Bid No. 17-26, Fiscal Year 2016/2017, and authorize the City Clerk to process the Notice of Completion.

This project is funded with Prop C funds. The project's final cost was $670,482.50, which is approximately 23% lower than the project allocation of $868,007 with a project savings of $197,524.50. There is no impact on the General Fund.

RECOMMENDATION: That the City Council accepts as complete the Maple Avenue Street Improvement Project (Washington Boulevard to Mines Avenue) Bid # 17-26, CP 853, Fiscal Year 2016/2017, and authorize the City Clerk to process the Notice of Completion.

21. FY 2018/19 CAPITAL IMPROVEMENT PROJECT (CIP) BUDGET

COMMENT: The City Council will consider approval and adoption of the Fiscal Year 2018/19 Capital Improvement Project Budget and two corresponding resolutions.

The proposed projects will be funded by special funds. There is no fiscal impact on the General Fund.

RECOMMENDATION: It is recommended that the City Council adopt the Fiscal Year 2018/19 Capital Improvement Project Budget and two corresponding resolutions.
The proposed budget and resolutions are necessary to adopt and establish the City's FY 2018/19 Capital Improvement Project.

22. AWARD OF CONTRACT TO COMPLETE COACH WORKS FOR UPGRADING THE ADVANTAC HVAC BUS ROOFTOP UNITS

COMMENT: The City Council will consider awarding a Contract in the amount of $1,108,999.85 to Complete Coach Works (CCW) for the upgrading the Advantac HVAC rooftop units of 35 Transit New Flyer Hybrid buses; authorize the Acting City Manager to approve all change orders up to 10% project contingency, as recommended by the Director of Transportation; and authorize the Acting City Manager to execute the Contract on behalf of the City.

Approved funding for this item will have no adverse impact on the General Fund.

RECOMMENDATION: That the City Council awards a contract to Complete Coach Works (CCW) for upgrading the Advantac HVAC bus rooftop units; authorize the Acting City Manager to approve all change orders up to 10% project contingency; and authorize the Acting City Manager to execute the Contract on behalf of the City.

23. TRANSTRACK END USER LICENSE AGREEMENT RENEWAL FY 2018-2019

COMMENT: The City Council will consider approving the end-user licensing renewal agreement for TransTrack Systems for Fiscal Year 2018-2019.

The costs for TransTrack services are budgeted in the Transportation Department FY 2018/19 Budget. There is no impact on the General Fund.

RECOMMENDATION: That the City Council approve the end-user licensing renewal agreement for TransTrack Systems for Fiscal Year 2018-2019.

24. ACCEPTANCE OF STANDARD FIRE INSTRUCTIONAL SERVICES AGREEMENT WITH RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, FOR FISCAL YEAR 2018/2019

COMMENT: The City Council will consider approval of the Standard Fire Instructional Services Agreement with Rancho Santiago Community College District, for Fiscal Year 2018/19, and authorize the Acting City Manager to execute the agreement on behalf of the City.

This agreement allows the Montebello Fire Department to receive funds in an amount not to exceed $36,750.00.

RECOMMENDATION: That the City Council approve the Standard Fire Instructional Services Agreement with Rancho Santiago Community College District, for Fiscal Year 2018/19, and authorize the Acting City Manager to execute the agreement on behalf of the City.

25. CITY COUNCIL APPROVAL TO CONTINUE WITH THE TERMS OF AGREEMENT NO. 2848, A SOFTWARE AND MAINTENANCE AGREEMENT WITH TYLER TECHNOLOGIES, INC. AND THE MONTEBELLO POLICE DEPARTMENT

COMMENT: It is recommended that the Agreement with Tyler Technologies, Inc., entered into on or about January 24, 2017, be approved for an additional annual term beginning January 24, 2018 to January 24, 2019.

The Police Chief has budgeted for this anticipated expense with Asset Forfeiture funds for Fiscal Year 2018/19.

RECOMMENDATION: It is recommended that the City Council approve the annual renewal of Agreement No. 2848 between the City of Montebello and Tyler Technologies, Inc. for software maintenance and support services.

26. MUNITEMPS SERVICES (FINANCE ADMINISTRATOR) AND BUDGET APPROPRIATION RESOLUTION

COMMENT: The City Council will consider for approval the budget appropriation for expenses related to the temporary staffing needs of the City.

The temporary staffing costs of the Finance Administrator will be allocated between the General Fund (75%) and Transit Fund (25%). A budget appropriation is needed in order to fund this service for the next six months of FY 2018/19. The total anticipated cost for the six months is $113,880; $85,410 (General) & $28,470 (Transit). The approved budget for FY 2018/19 includes the frozen position of a Director of Finance. Therefore, no general fund reserves will

RECOMMENDATION: That the City Council approve the budget appropriation for estimated costs related to the temporary staffing needs of the City.

27. CLAIMS AGAINST THE CITY

RECOMMENDED ACTION: Move to ***DENY*** the following claim: M. Perez in the amount of $25,000.00**.**

28. MONTHLY INVESTMENT REPORT – JUNE 2018

RECOMMENDED ACTION: Move to approve and file said report.

29. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED JULY 25, 2018

RECOMMENDED ACTION: Adopt the proposed resolution approving the Warrant Register dated July 25, 2018.

30. APPROVAL OF MINUTES: REGULAR SESSION OF JUNE 11, 2018

RECOMMENDED ACTION: Move to approve and file said minutes.

31. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (CONTINUED IF NECESSARY)

COUNCIL ORALS

32. COUNCILMEMBER MOLINARI

None.

33. COUNCILMEMBER BARAJAS

None.

34. MAYOR PRO TEM HADJINIAN

None.

35. COUNCILMEMBER ROMERO

a. Weigh stations, truck routes and impacts to our streets.
b. Consensus from Council to ask Montebello Police and Fire Departments for a full report on the cannabis impacts and involvement, costs to shut down illegal operations.
c. Policies and procedures for naming and dedicating City facilities.
d. Update of monthly park facility fees from Matrix.

36. MAYOR DELGADO

None.

ADJOURNMENT

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: A Public Hearing to consider adoption of a resolution confirming the FY 2018-19 Final Engineer's Report, Assessment Diagram and Assessment for Natasha Lane Landscape Assessment District No. 2005-1 and levying such assessments on applicable lots and parcels within the District.

Date: July 25, 2018

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution confirming the Final Engineer's Report, the Assessment Diagram and Assessment, and authorize the levying of the Fiscal Year 2018-2019 assessments for the Natasha Lane Landscape Assessment District No. 2005-1.

BACKGROUND

On June 13, 2018, the City Council adopted Resolution 18-54, approving the Preliminary Engineer's Report for the Natasha Lane Landscape Assessment District No. 2005-1, and setting the public hearing for July 27, 2018 to confirm the Final Engineer's Report, Assessment Diagram and the levying of Fiscal Year 2018-2019 annual assessments.

Natasha Lane is a twenty-unit housing development located south of Whittier Boulevard and east of Bluff Road. As part of the development, new landscaping was installed on both sides of Natasha Lane and along the frontage of the property facing Whittier Boulevard as well as the rear portion of the property. The City is responsible for the maintenance of this landscaping. To offset the costs, each home is annually assessed a portion of the costs for the landscape maintenance on the length of the street in front of each home.

ANALYSIS

The attached Final Engineer's Report for the Natasha Lane Landscape Assessment District No. 2005-1 was based on the Preliminary Engineer's Report which was approved by the City Council, under Resolution No. 18-54 dated June 13, 2018. Each

home was assessed a portion of the total annual landscape maintenance cost based on the amount of street frontage of each home. The average annual assessment per home is $559.45 which is the same as the previous fiscal year's average annual assessments.

After conducting a public hearing, the City Council will consider confirming the Final Engineer's Report for Natasha Lane Landscape Assessment District No. 2005-1 and levying the proposed assessment on the applicable lots and parcels within the District. Notice of the public hearing was provided as required by law.

FISCAL IMPACT

The properties benefiting from the landscape improvements were assessed the maintenance costs established in FY 2018-2019 for the maintenance of the landscaping. Landscape maintenance costs will be funded with the annual assessments from the Assessment District No. 2005-1. No General Funds are to be used for this assessment district.

The Natasha Lane Landscape Assessment District No. 2005-1 complies with the City's financial plan to achieve financial stability. The levy of assessments ensures that there is a full recovery of overhead and internal service from the assessment district funds to the greatest extent possible and as permitted by restrictions associated with these funds.

SUMMARY

On June 13, 2018, the City Council approved Resolution No. 18-54 initiating proceedings for the Fiscal Year 2018-2019 levying of annual assessments to fund landscape maintenance for the properties located on Natasha Lane. Natasha Lane is a twenty-unit housing development located south of Whittier Boulevard and 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 attached properties are located on Natasha Lane. Notices advising residents in the affected area of the consideration of the Final Engineer's Report and the Public Hearing on July 25, 2018 were mailed on July 11, 2018.

Attachments

Final Engineer's Report
Resolution
Exhibit Map

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

For
FY 2018-2019

Vanessa Delgado, Mayor

Jack Hadjinian, Mayor Pro Tem

Art Barajas, Councilmember

William M. Molinari, Councilmember

Vivian Romero, Councilmember

Final Engineer's Report
July 25, 2018

CITY OF MONTEBELLO
FINAL ENGINEER'S REPORT
FOR
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1
(FISCAL YEAR 2018-2019)

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, 2018 through June 30, 2019.

SECTION II: PLANS

The Plans showing the extent and location of landscape are attached herein as 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 2018-2019 BEGINNING FUND BALANCE (ESTIMATED)	**$ 54,534.43**
FY 2018-2019 PROJECTED REVENUE	
Landscape Maintenance District Total Revenue Generated This Year	**$ 11,189.00**
TOTAL REVENUE AVAILABLE FOR FY 2018-2019	**$ 65,723.43**
FY 2018-2019 PROJECTED EXPENDITURES	
Maintenance & Operations	**$ 2,954.64**
Contractual Services (ADCO)	**$ 2,700.00**
Administrative Cost (L.A. County)	**$ 1,000.00**
TOTAL EXPENDITURES	**$ 6,654.64**
PROJECTED BALANCE (JUNE 30, 2019)	
FY 2018-2019 Revenue Available	**$ 65,723.43**
FY 2018-2019 Anticipated Expenditures	**$ 6,654.64**
ASSESSMENT DISTRICT RESERVES	**$ 59,068.79**

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 XIIID of the State Constitution require that assessments must be based on the estimated special benefit for the properties from the improvements. In addition, Article XIIID, 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 publicly owned property which benefit from the improvements 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	$11,189.00

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

CITY OF MONTEBELLO
NATASHA LANE LANDSCAPE
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

NAME AND ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address	Property Owner and Address
6348-006-029	136 Natasha Lane Montebello, CA 90640	Nguyen, Sonny 136 Natasha Lane Montebello, CA 90640
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
6348-006-034	116 Natasha Lane Montebello, CA 90640	Minasian, Murad 336 N. 10th Street Montebello, CA 90640
6348-006-035	112 Natasha Lane Montebello, CA 90640	Jimenez, Rosendo & Consuelo 112 Natasha Lane Montebello, CA 90640
6348-006-036	108 Natasha Lane Montebello, CA 90640	Lopez, Gaspar Soria 108 Natasha Lane Montebello, CA 90640
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"

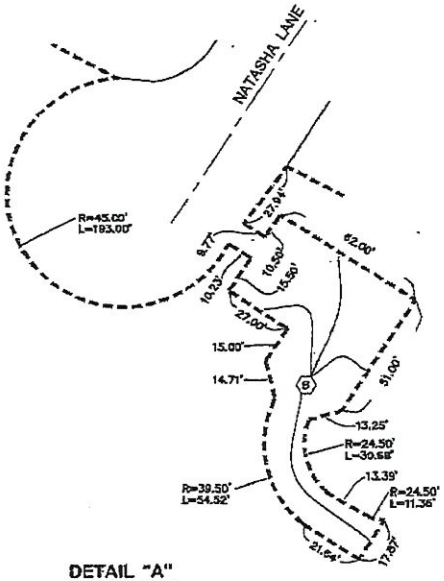
LEGEND:

(A) ALL OF LOTS 11 AND 12 ARE EASEMENT TO THE CITY OF MONTEBELLO FOR SANITARY SEWER PURPOSES.

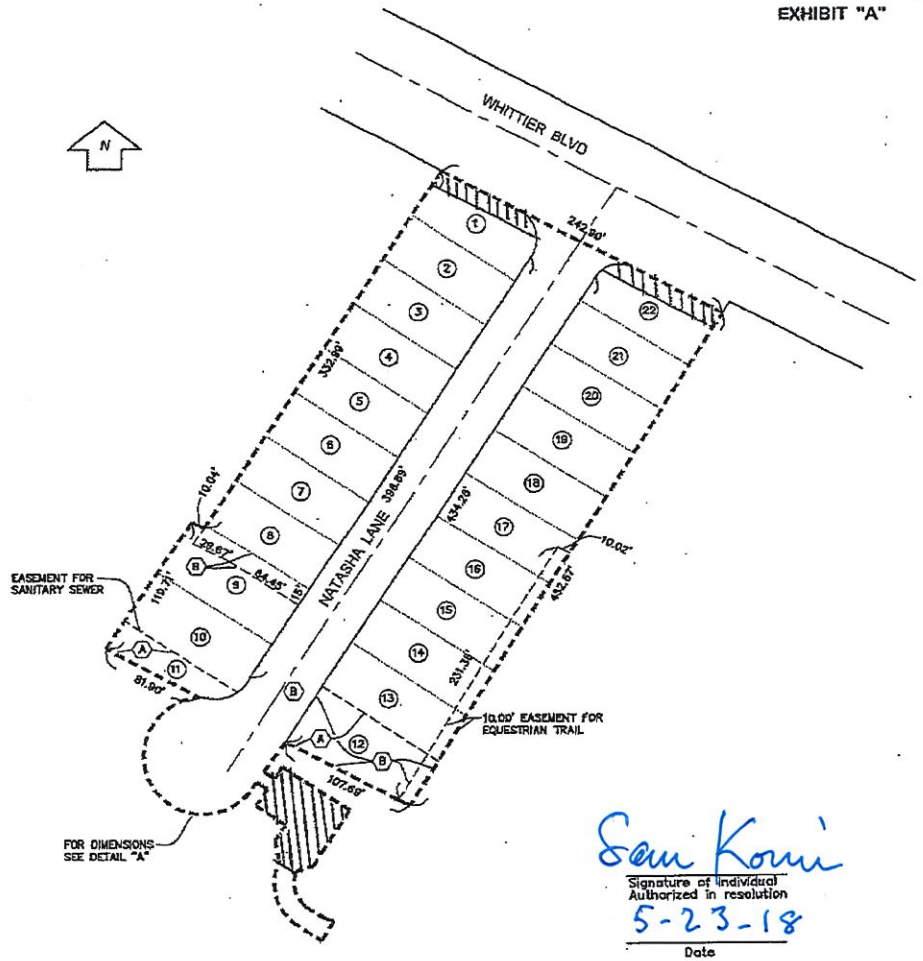
(B) EASEMENT TO THE CITY OF MONTEBELLO FOR COVERED STORM DRAIN, APPURTENANT STRUCTURES AND INGRESS AND EGRESS PURPOSES.

AREAS OF MAINTENANCE

LANDSCAPE ASSESSMENT DISTRICT AREA



DETAIL "A"



Sam Komi
Signature of Individual Authorized in resolution

5-23-18
Date

NATASHA LANE PROPOSED
LANDSCAPING ASSESSMENT BOUNDARY MAP

PLANS PREPARED BY: AAE INCORPORATED

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO CONFIRMING THE FINAL ENGINEER'S REPORT, ASSESSMENT DIAGRAM AND ASSESSMENT FOR NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND LEVYING ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT FOR FISCAL YEAR 2018-2019

WHEREAS, the City Council ("City Council") of the City of Montebello ("City") has by Resolution No. 18-54 ordered the preparation of the Final Engineer's Levy Report ("Report") for the Natasha Lane Landscape Assessment District No. 2005-1 of the City of Montebello ("District"), for the operation, maintenance and servicing of the landscaping, and any other appurtenant improvements as set forth in Section 22525 of the California Streets and Highways Code ("Improvements");

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 operation, maintenance, and servicing of the improvements, and that report has been presented to and considered by the City council;

WHEREAS, the Report recommends that the Fiscal Year 2018-2019 assessment for the District be identical to that imposed during the previous two fiscal years; and

WHEREAS, on June 13, 2018, the City Council approved Resolution No. 18-XX adopting and approving the Report, declaring its intention to levy and collect the assessment for the District for Fiscal Year 2018-2019 , and scheduling a public hearing for July 25, 2018 on the proposed assessments; and

WHEREAS, the proposed assessments for Fiscal Year 2018-19 are less than or equal to the maximum assessments previously approved in accordance with the requirements of the California Constitution, Article XIIID, and thus the proposed Fiscal Year 2018- 2019 assessments may be levied after a properly noticed public hearing thereon has been held; and

WHEREAS, the City Council may proceed, pursuant to Section 22631 of the Streets and Highways Code, to adopt a resolution confirming the levy of the assessments on the assessable parcels of property in the District, and the adoption of such a resolution shall constitute the levy of assessments on all assessable lots and parcels of property within the District for Fiscal Year 2018-19.

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 finds:

(a) The preceding recitals are true and correct;

(b) The requirements of the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code have been satisfied;

(c) The requirements of Section 53753 of the Government Code have been satisfied;

(d) The assessments proposed to be levied on the assessable lots and parcels of land in the District for the Improvements during Fiscal Year 2018-2019 contained in the Final Engineer's Report, which is on file with the City Clerk of the City Council, are based on benefits derived by such lots and parcels from the availability of the Improvements, and are not based on the ownership or value of such lots and parcels;

(e) For purposes of levying the proposed assessments on the lots and parcels of property within the District, the Report and the assessment diagram contained therein allocates the estimated costs of the installation, operation, maintenance and servicing of the Improvements within the District;

(f) Such assessments are based on special benefit conferred upon each such lot or parcel from the payment of the costs of the installation, operation, maintenance and servicing of the Improvements;

(g) The proportionate special benefit derived by each such lot or parcel has been determined in relationship to the entirety of the cost of the installation, operation, maintenance and servicing of the Improvements;

(h) The amount of the assessment which is to be levied on each such lot or parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that lot or parcel;

(i) The City Council may proceed to adopt a resolution confirming the assessments to be levied on assessable parcels of property in the District; and

SECTION 2. Improvements. The improvements authorized for the District are:

(a) The installation or planting of landscaping, including, but not limited to, street trees, parkways and median islands;

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

(c) The maintenance and servicing of any of the foregoing.

SECTION 3. Confirmation of Report. The Report and the assessment diagram and the assessment contained therein for the payment of the costs of the installation, operation, maintenance and servicing of the Improvements in the District for fiscal year 2018-19 are confirmed.

SECTION 4. Levy of Assessments. Pursuant to Section 22594 of the Streets and Highways Code, the adoption of this resolution constitutes the levy of the assessments on assessable lots and parcels of property in the District for the installation, operation, maintenance and servicing of the Improvements during Fiscal Year 201-2019, as contained in the Report, and such assessments are levied. The City Clerk of the City Council is directed to file a certified copy of this resolution, together with the confirmed diagram and assessment contained in the Report, with the County Auditor of the County of Los Angeles, who, pursuant to Section 22645 of the Streets and Highways Code, shall enter on the County Assessment Roll opposite each lot or parcel of land the amount assessed thereupon, as shown in said assessment.

SECTION 5. Duration of Assessments; Annual Adjustment for Increased Costs. The assessments which are to be levied on lots and parcels in the District shall be levied annually as long as the assessments are necessary to finance the cost of the Improvements 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 6. Detachment of Territory. All assessable lots or parcels included within the District that are also included in existing Landscaping, Lighting and Park District No. 1 and are subject to the levy of assessments by Landscaping, Lighting and Park District No. 1 are hereby detached from Landscaping, Lighting and Park District No. 1 to the extent that the assessments levied by Landscaping, Lighting and Park District No. 1 finance the same Improvements provided by the District.

ADOPTED, SIGNED AND APPROVED this 25th day of July, 2018.

Vanessa Delgado, Mayor

ATTEST

rma Barajas, City Clerk

APPROVED AS TO FORM

Arnold Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G, Pasmant, Acting City Manager

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

SUBJECT: Public Hearing to consider the adoption of a Resolution confirming the Engineer's Report, the assessment diagram for Assessment District No. 2005-2 for Natasha Lane Sewer Pump Station and Storm Water Pump Station, and to levy assessments on assessable lots and parcels of land in said District for Fiscal Year 2018-2019

DATE: July 25, 2018

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution confirming the Final Engineer's Report, the Assessment Diagram for Assessment District No. 2005-2, and the levying for the Fiscal Year 2018-2019 assessments for the Natasha Lane Sewer Pump Station and Storm Drain Pump Station on assessable lots and parcels of land in the District.

BACKGROUND

On June 13, 2018, the City Council adopted Resolution No. 18-55 approving the Preliminary Engineer's Report for Natasha Lane Sewer Pump Station and Storm Water Pump Station within Assessment District No. 2005-2 and set the public hearing for July 25, 2018, to consider Fiscal Year 2018-2019 annual assessment levies.

Natasha Lane is a twenty-unit housing development located south of Whittier Boulevard and east of Bluff Road. This development was completed in September of 2005. Due to the topography of the site, a new sewer pump station and a storm water pump station were installed with this development. The City is responsible for the operation and maintenance of the pump stations. To offset the costs, each home is annually assessed a portion of the total annual sewer and storm water pump station operation and maintenance costs based on the frontage of each home on Natasha Lane.

ANALYSIS

The attached Final Engineer's Report for the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District 2005-2 was based on the Preliminary Engineer's Report which was approved by the City Council under Resolution 18-55, dated June 13, 2018. Each home was assessed a portion of the total annual Sewer

Pump Station and Storm Water Pump maintenance cost based on the amount of street frontage of each home. The average annual assessment per home is $549.56. This is an increase of $22.61 per home over the last fiscal year (or 4.0%) based on the average statewide Consumer Price Index (CPI) for the last twelve (12) months, and the attendant increase in maintenance costs. The attached Engineer's Report identifies the properties to be assessed and the annual assessment for each property.

After conducting a public hearing, the City Council will consider confirming the Final Engineer's Report for Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District No. 2005-2 and will consider levying the proposed assessment on the applicable lots and parcels within the District.

FISCAL IMPACT

The properties benefiting from the storm water and sewer pump facilities are to be assessed for maintenance and replacement costs in the operation, maintenance, and replacement of these improvements. This assessment district is operating at a deficit. Funding sources will need to be established to address the deficit. There is no fiscal impact on the General Fund.

SUMMARY

On June 13, 2018, the City Council adopted Resolution No. 18-55 approving the Preliminary Engineer's Report for Natasha Lane Sewer Pump Station and Storm Water Pump Station within Assessment District No. 2005-2 and set the public hearing for July 25, 2018, to consider Fiscal Year 2018-2019 annual assessment levies for the properties located on Natasha Lane. Natasha Lane is located south of Whittier Boulevard and east of Bluff Road. A twenty unit housing development is located along Natasha Lane. As part of the development, sewer and storm water pump stations were installed to accommodate the operation of the sewer lines and storm drain systems. The attached resolution establishes the levy of annual assessment to fund the maintenance, operation and replacement costs for the sewer and storm water pump stations. Notices advising residents in the affected area of the consideration of the Preliminary Engineer's Report and the Public Hearing on July 25, 2018 were mailed on July 11, 2018.

ATTACHMENTS

Final Engineer's Report
Resolution
Exhibit Map

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

Vanessa Delgado, Mayor

Jack Hadjinian, Mayor Pro Tem

Art Barajas, Councilmember

William M. Molinari, Councilmember

Vivian Romero, Councilmember

Final Engineer's Report
July 25, 2018

CITY OF MONTEBELLO
FINAL ENGINEER'S REPORT
NATASHA LANE SEWER PUMP STATION
AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2
FISCAL YEAR 2018-2019

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, 2018 thru June 30, 2019.

SECTION II: PLANS

The Plans showing size and locations of sewer & storm water pumping stations are incorporated by reference. All of the 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 2018-2019 BEGINNING FUND BALANCE (ESTIMATED)	**($11,483.55)**
FY 2018-2019 PROJECTED REVENUE	
Natasha Lane Sewer Pump Station & Storm Water Pump Station Assessment District	**$ 10,991.10**
TOTAL REVENUE AVAILABLE FOR FY 2018-2019	**($492.45)**
FY 2018-2019 PROJECTED EXPENDITURES	
Maintenance and Operation	**$ 10,225.00**
Contractual Services Agreement	**$ 10,425.00**
Administrative Overhead (L.A. County)	**$ 1,000.00**
TOTAL EXPENDITURES	**$21,650.00**
PROJECTED BALANCE (JUNE 30, 2019)	
FY 2018-2019 Available Revenue	**($495.45)**
FY 2018-2019 Anticipated Expenditure	**$ 21,650.00**
ASSESSMENT DISTRICT RESERVES	**($22,145.45)**

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 XIIID of the State Constitution require that assessments must be based on the estimated special benefits for the properties improvements. In addition, Article XIIID, 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 FY2018-2019

ASSESSMENT NO.	BOOK	PAGE	PARCEL NO.	FRONT FOOTAGE	TOTAL COST
1	6348	6	17	45.19 LF	$ 597.43
2	6348	6	18	41 LF	$ 542.04
3	6348	6	19	41 LF	$ 542.04
4	6348	6	20	41 LF	$ 542.04
5	6348	6	21	41 LF	$ 542.04
6	6348	6	22	41 LF	$ 542.04
7	6348	6	23	41 LF	$ 542.04
048	6348	6	24	41.70 LF	$ 560.65
9	6348	6	25	52 LF	$ 687.46
10	6348	6	26	45.27 LF	$ 598.48
11	6348	6	29	40.60 LF	$ 536.75
12	6348	6	30	40 LF	$ 528.82
13	6348	6	31	40 LF	$ 528.82
14	6348	6	32	40 LF	$ 528.82
15	6348	6	33	40 LF	$ 528.82
16	6348	6	34	40 LF	$ 528.82
17	6348	6	35	40 LF	$ 528.82
18	6348	6	36	40 LF	$ 528.82
19	6348	6	37	40 LF	$ 528.82
20	6348	6	38	38.24 LF	$505.53
TOTAL				829 LF	$ 10,991.10

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

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

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 SEWER PUMP AND STORM WATER PUMP STATIONS
ASSESSMENT DISTRICT NO. 2005-2

NAME AND ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address	Property Owner and Address
6348-006-029	136 Natasha Lane Montebello, CA 90640	Nguyen, Sonny 136 Natasha Lane Montebello, CA 90640
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
6348-006-034	116 Natasha Lane Montebello, CA 90640	Minasian, Murad 336 N. 10th Street Montebello, CA. 90640
6348-006-035	112 Natasha Lane Montebello, CA 90640	Jimenez, Rosendo & Consuelo 112 Natasha Lane Montebello, CA 90640
6348-006-036	108 Natasha Lane Montebello, CA 90640	Lopez, Gaspar Soria 108 Natasha Lane Montebello, CA 90640
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 SEWER PUMP STATION
AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2

NATASHA LANE PROPOSED
SEWER AND STORM DRAIN
PUMP STATION DISTRICT ASSESSMENT BOUNDARY MAP

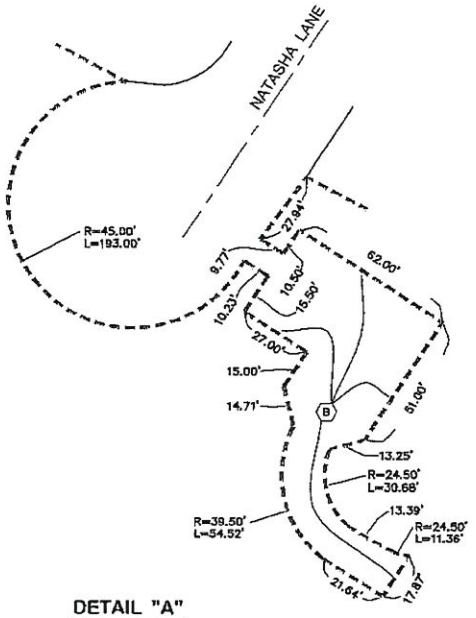
EXHIBIT "A"

LEGEND:

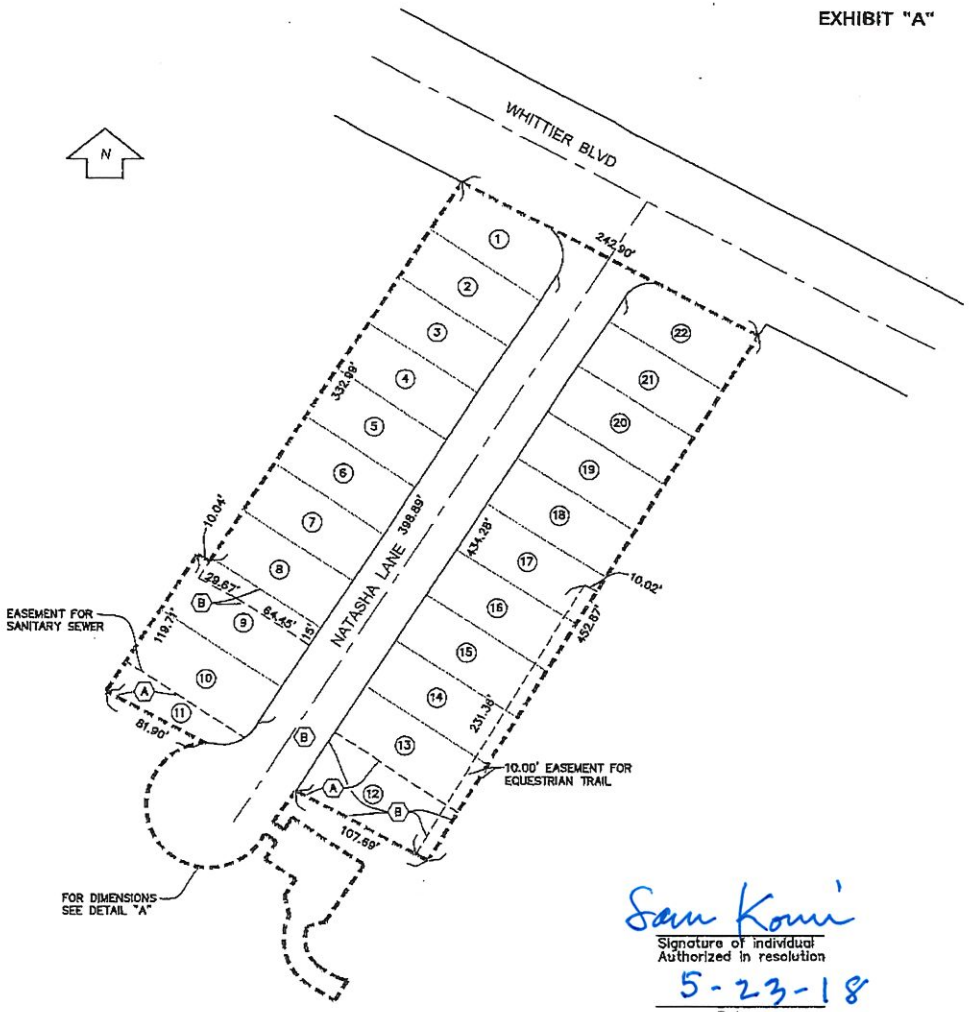
(A) ALL OF LOTS 11 AND 12 ARE EASEMENT TO THE CITY OF MONTEBELLO FOR SANITARY SEWER PURPOSES.

(B) EASEMENT TO THE CITY OF MONTEBELLO FOR COVERED STORM DRAIN, APPURTENANT STRUCTURES AND INGRESS AND EGRESS PURPOSES.

BOUNDARY OF ASSESSMENT DISTRICT



DETAIL "A"



Sam Komi
Signature of individual Authorized in resolution

5-23-18
Date

NATASHA LANE PROPOSED SEWER AND STORM DRAIN PUMP STATION ASSESSMENT BOUNDARY MAP

PLANS PREPARED BY: AAE INCORPORATED
Construction Management & Surveying

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO CONFIRMING THE ASSESSMENT DIAGRAM AND ASSESSMENT FOR NATASHA LANE SEWER PUMP STATION AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND LEVYING ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT FOR FISCAL YEAR 2018-2019

WHEREAS, on June 13, 2018, pursuant to the Benefits Assessment Act of 1982, the City Council of the City of Montebello adopted Resolution No. 18-55, approving the Preliminary Engineer's Report, the Assessment Diagram for Assessment District No. 2005-2 and the annual assessments for Natasha Lane Sewer and Storm Water Pump Stations. At this meeting, the City Council also declared its intention to levy assessments on the lots and parcels of property therein for Fiscal Year 2018-2019 for the maintenance and operation of sewer and storm water pump stations, and any appurtenant improvements. In addition, the City Council directed staff to schedule a public hearing on the proposed levy and collection of assessments for 6:30 p.m. on July 25, 2018, as required by Section 53753 of the Government Code;

WHEREAS, for purposes of levying the proposed assessments on the lots and parcels of property within the District, the Engineer's Report prepared by City Engineer, with respect to the proposed assessments and the Assessment diagram contained therein, which is on file with the City Clerk of the City Council, allocates the estimated costs of the improvements within the District and proposes the levy of assessments on the parcels within the District;

WHEREAS, pursuant to Resolution No. 18-55, and in the absence of major objections against the imposition of the assessment, the City Council shall approve the Report with respect to levy such assessment on property within the District;

WHEREAS, on July 25, 2018, the City Council held the hearing and afforded all interested persons an opportunity to present testimony, and considered all objections or protests to the proposed assessments;

WHEREAS, at the conclusion of said hearing, it was determined that a majority protest to the levy of the proposed assessments does not exist; and

WHEREAS, the City Council may proceed, pursuant to Section 54711 of the Government Code, to adopt a resolution confirming the levy of the assessments on the assessable parcels of property in the District, and the adoption of such a resolution shall constitute the levy of assessments on all assessable lots and parcels of property within the District for Fiscal Year 2018-2019.

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 finds:

(a) The preceding recitals are true and correct;

(b) The requirements of the Benefit Assessment Act of 1982, Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the Government Code have been satisfied;

(c) The requirements of Section 53753 of the Government Code have been satisfied;

(d) The assessments proposed to be levied on the assessable lots and parcels of land in the District for the improvements during Fiscal Year 2018-2019 contained in the Engineer's Report, which is on file with the City Clerk of the City Council (the "Report"), are based on benefits derived by such lots and parcels from the availability of the improvements, and are not based on the ownership or value of such lots and parcels;

(e) For purposes of levying the proposed assessments on the lots and parcels of property within the District, the Report and the Assessment diagram contained therein allocates the estimated costs of the installation, operation, maintenance and servicing of the improvements within the District;

(f) Such assessments are based on special benefit conferred upon each such lot or parcel from the payment of the costs of the installation, operation, maintenance and servicing of the improvements;

(g) The proportionate special benefit derived by each of such lot or parcel has been determined in relationship to the entirety of the cost of the installation, operation, maintenance and servicing of the improvements;

(h) The amount of the assessment which is to be levied on each such lot or parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that lot or parcel;

(i) The City Council may proceed to adopt a resolution confirming the assessments to be levied on assessable parcels of property in the District; and

SECTION 2. Improvements. The improvements authorized for the District are:

Maintenance and operation of sewer and storm water pump stations.

SECTION 3. Confirmation of Report. The Engineer's Report with the Assessment diagram and the assessment contained therein for the payment of the costs of the installation, operation, maintenance and servicing of the improvements in the District for Fiscal Year 2018-2019 are confirmed.

SECTION 4. Levy of Assessments. Pursuant to Section 54715 of the Government Code, the adoption of this resolution constitutes the levy of the assessments on assessable lots and parcels of property in the District for the installation, operation, maintenance and servicing of the improvements during Fiscal Year 2017-2018, as contained in the Report, and such assessments are levied. The City Clerk of the City Council is directed to file a certified copy of this Resolution, together with the confirmed Assessment diagram and assessment contained in the Report, with the County Auditor of the County of Los Angeles, who, pursuant to Section 54716 of the Government Code, shall enter on the County Assessment Roll opposite each lot or parcel of land the amount assessed thereupon, as shown in said assessment.

SECTION 5. Duration of Assessments; Annual Adjustment for Increased Costs. The assessments which are to be levied on lots and parcels in the District shall be levied annually as long as the assessments are necessary to finance the cost of the improvements 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 6. Detachment of Territory. All assessable lots or parcels included within the District that are also included in existing Landscaping, Lighting and Park District No. 1 and are subject to the levy of assessments by Landscaping, Lighting and Park District No. 1 are hereby detached from Landscaping, Lighting and Park District No. 1 to the extent that the assessments levied by Landscaping, Lighting and Park District No. 1 finance the same improvements provided by the District.

ADOPTED AND APPROVED this 25th day of July, 2018.

Vanessa Delgado, Mayor

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G, Pasmant, Acting City Manager

BY: Arnold M. Alvarez-Glasman, City Attorney

SUBJECT: Consideration of Resolution Authorizing the Issuance of Request for Proposals for Residential Waste Hauling Services

DATE: July 25, 2018

RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution which authorizes the issuance of a Request for Proposal (RFP) for the exclusive right to collect and haul residential solid waste within the City of Montebello.

DISCUSSION

On November 8, 2011, City of Montebello voters approved an initiative requiring the City Council for the City of Montebello ("City Council") to utilize a public process of competitive bidding process to award an exclusive residential solid waste collection franchise ("Measure O"). Since 1962, Athens Disposal Company has been providing residential waste collection, hauling and processing services on an exclusive basis for the City.

On July 28, 2010, the City Council voted to exercise the City's right to terminate the existing exclusive residential waste hauling services and started the time period on the seven year evergreen period set forth in Agreement 688. While it is questionable that Agreement 688 is in effect or enforceable due to the Court's ruling in the *Torres v. City of Montebello* litigation, it is recommended that the City Council take this action to confirm the City's desire to issue an RFP for waste collection services.

ATTACHMENTS:

Resolution
RFP to be provided prior to City Council meeting

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR THE EXCLUSIVE RIGHT TO COLLECT AND HAUL RESIDENTIAL SOLID WASTE IN THE CITY

WHEREAS, the City of Montebello ("City") is a general law city, incorporated under the laws of the State of California, and has the power to make and enforce within its jurisdictional limits all local, police, sanitary, and other ordinances, resolutions, and regulations not in conflict with general laws of the state;

WHEREAS, the City has the authority to issue and publish a Request for Proposals ("RFP") for the exclusive right to collect and haul residential solid waste in the City, including the authority to collect and evaluate the proposals received in response to the RFP and to award an exclusive contract for the collection and hauling of residential solid waste pursuant to the terms of the RFP as crafted by the City;

WHEREAS, as of the date of this Resolution, the City has not conducted a public process of competitive bidding in awarding a contract for the collection and hauling of residential solid waste in the City since 1962;

WHEREAS, on November 8, 2011, City of Montebello voters approved an initiative requiring the City Council for the City of Montebello ("City Council") to utilize a public process of competitive bidding process to award an exclusive residential solid waste collection franchise ("Measure O");

WHEREAS, the City Council desires to authorize a public process of competitive bidding for the exclusive right to collect and haul residential solid waste in the City, prior to awarding such a contract, with the intent to lower the cost that City property owners pay for such services; and

WHEREAS, the City Council desires to implement the will of the City's voters by issuing a RFP for the exclusive right to collect and haul residential solid waste in the City, prior to awarding and signing such a contract.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, DECLARES, AND DETERMINES AS FOLLOWS:

SECTION 1. RECITALS. The City Council hereby finds and declares that the foregoing recitals are true and correct and incorporates them herein as a substantive part of this Resolution.

SECTION 2. AUTHORIZATION TO ISSUE RFP. The City Council hereby authorizes the issuance and publishing of a Request for Proposals ("RFP") for the exclusive right to collect and haul residential solid waste in the City, including the authority to collect and evaluate the proposals received in response to the RFP and to award an exclusive contract for the collection and hauling of residential solid waste pursuant to the terms of the RFP as crafted by the City.

SECTION 3. CITY STAFF DIRECTION AND AUTHORIZATION. The City Council hereby directs City staff to prepare, issue, and publish a RFP for the exclusive right to collect and haul residential solid waste in the City, and to make any amendments necessary in crafting the terms of the RFP. A copy of a draft RFP is attached for reference purposes. By adopting this Resolution, the City

Council authorizes City staff and City Attorney to prepare and finalize the RFP and issue the required notices consistent with the final terms of the RFP.

SECTION 4. CEQA EXEMPTION. The City Council, on the basis of the whole record and exercising independent judgment, finds that this Resolution is not subject to environmental review pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA). Sections 15060(c)(2) and 15060(c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378.

SECTION 5. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Resolution, or its application to any individual, entity, or circumstance, for any reason, is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and shall continue in full force and effect. To this end, any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Resolution is severable. The City Council of the City of Montebello declares that this Resolution would have been adopted by the City Council regardless of the fact that any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion thereof, might be declared to be invalid or unconstitutional.

SECTION 6. PASSAGE AND EFFECTIVE DATE. The City Clerk shall attest and certify to the passage and adoption of this Resolution, and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED and ADOPTED this ___ day of _____ 2018.

_____
Vanessa Delgado, Mayor

APPROVED AS TO FORM:

_____
Arnold Alvarez-Glasman, City Attorney

ATTEST:

_____
Irma Barajas, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G, Pasmant, Acting City Manager

BY: Arnold M. Alvarez-Glasman, City Attorney

SUBJECT: Commercial Cannabis Applications – Scoring, Reviewing, and Selecting Potential Operators

DATE: July 25, 2018

RECOMMENDATION:

It is recommended that the City Council receive and file this report and any consultant presentation(s) of applications received to engage in commercial cannabis activities in the City, and either: (1) identify applicants to continue in the selection and approval process; or (2) provide alternative direction as to staff on the process moving forward.

DISCUSSION:

On March 5, 2018, the City issued a Solicitation for Applications to Operate Commercial Cannabis Activities ("Solicitation"), inviting interested parties to apply to operate a commercial cannabis manufacturing, testing, cultivation, distribution, or delivery-only retail establishment in the City. The Solicitation period closed on April 18, 2018, and the City received 38 applications in response.

During the intervening three (3) months, staff has received and inventoried the applications, and a consultant has been retained to undertake scoring and reviews for presentation to the City Council. Staff and the consultant, as applicable, will present to the City Council a summary of the process to date, and the status of the application review and scoring; including the results of the scoring / review if available.

Following the presentation, the City Council will have discretion to take one of the actions specified above.

ATTACHMENTS:

N/A

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: Award a Contract for Transit Parking Lot Improvements Located at the Northwest Corner of Montebello Boulevard and Lincoln Avenue to California Paving & Grading Company, Inc., RFP #19-57

DATE: July 25, 2018

RECOMMENDATION

That the City Council:

1) Award a construction contract for Transit Parking Lot Improvements located at the Northwest Corner of Montebello Boulevard and Lincoln Avenue California Paving and Grading Company, Inc., RFP #19-57, in the amount of $70,140.00;

2) Authorize the Acting City Manager to review and approval all change orders within a 10% contingency of the contract amount as recommended by the Assistant City Manager/Director of Public Works; and

3) Authorize the Acting City Manager to execute the Contact Agreement on behalf of the City.

BACKGROUND

The City of Montebello is responsible for the maintenance of all City facilities including Transit Parking Lots. These improvements comprise of cold-milling approximately 45,000 square feet of area to 1 inch deep, overlaying 1 ½ inches of conventional asphalt, removal and replacement of damaged curbs and gutters, installation of new stop bumpers, and application of striping for seventy-three (73) parking stalls and five (5) handicapped stalls with thermoplastic paint.

ANALYSIS

Three (3) quotes were received in response to RFP #19-57 as follows:

California Paving & Grading Co., Inc. ……$70,140.00
Concept Paving Solutions, Inc. ……$73,995.00
Sequel Contractors, Inc. …..……$98,954.50

California Paving & Grading Company, Inc. (CP&G) submitted the lowest responsive quote. CP&G is a reputable contractor with extensive experience and a staff that is qualified to perform the work and services required by the City. Therefore, California Paving & Grading Company, Inc. is the apparent lowest responsive and responsible bidder.

FISCAL IMPACT

Funding for the proposed Transit Parking Lot Improvement will be provided from Transit TDA (Transportation Development Act) funds. The City's General Fund will not be affected.

SUMMARY

The City Council will consider awarding a contract for Transit Parking Lot Improvements at Northwest Corner of Montebello Boulevard and Lincoln Avenue to California Paving & Grading Company, Inc. in the amount $70,140.00, authorize the Acting City Manager to review and approve all change orders within a 10% contingency of the contract amount as recommended by the Assistant City Manager/Director of Public Works, and authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

ATTACHMENTS

Aerial Photo of Taylor Ranch Site
Proposals
Draft Contract

CALIFORNIA PAVING & GRADING CO.INC.
3253 VERDUGO RD.LOS ANGELES.CA 90065
(P) 323-255-1144 (F) 323-255-3473
STATE LICENSE #384051

Proposal & Contract

Date	Proposal #
5/18/2018	181413

Customer Name / Address	Job / Address
City Of Montebello 400 South Taylor Montebello, CA 90640 Public Works Dept.	N/W/C - of Lincoln Ave. & Montebello Bl. Montebello, CA 90640 Transit Parking Lot

Rep	Terms of Sale	P.O. No.	Job Number
ABAD	Due on receipt		181413 - Lincoln Ave...

Description	Total
Coldplane Existing Asphalt Areas Totaling Approximately 45,116 Square Ft.,(1" Inch) Clean Existing Asphalt Areas to be Paved Apply Tack Coat to Existing Asphalt Areas to be Paved Install 1 1/2" Inches of Asphalt to Areas Totaling Approximately 45,116 Square Ft. Compact All New Asphalt Material with Machine Roller Stripe as Per Specifications for 73 Stalls,5 Handicapped With Thermo Plastic, 100 LF. of Line Furnish and Install 34 Bumpers (4') Quotes are Valid for 30 Days All work is to be completed in a substantial and workmanlike manner according to standard practices for the sum of ...	65,595.00
Complete Above Work With Prevailing Wages	
ALT A: Remove/Replace 20 LF. Curb/Gutter Over 4" Inch,Rock Base, Remove/Replace 20 Sq. Ft. Asphalt (20 x 1) to Allow For Form Additional Price $4,545.00	
California Paving & Grading Co.,Inc. By:Abad Gamez	

ACCEPTANCE
You are hereby authorized to proceed with the work as per above and I agree to pay in the amount as stated on this proposal. You the Buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. PLEASE READ CAREFULLY the General Terms & Conditions of Sale page BEFORE signing.

Accepted By:_____ Date:_____

Please read and sign all pages of this Proposal and Contract.

CALIFORNIA PAVING & GRADING CO.INC.
3253 VERDUGO RD.LOS ANGELES.CA 90065
(P) 323-255-1144 (F) 323-255-3473
STATE LICENSE #384051

Proposal & Contract

Date	Proposal #
5/18/2018	181413

Customer Name / Address	Job / Address
City Of Montebello 400 South Taylor Montebello, CA 90640 Public Works Dept.	N/W/C - of Lincoln Ave. & Montebello Bl. Montebello, CA 90640 Transit Parking Lot

Rep	Terms of Sale	P.O. No.	Job Number
ABAD	Due on receipt		181413 - Lincoln Ave...

Description	Total
NOTICE TO OWNER (Section 7019 - Contractors License Law) - Under the Mechanics Lien Law (California Code of Civil Procedures, Section 1181 et seq.) any contractor, sub-contractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid. Under the law you may protect yourself against such claims by filling, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract. This contract also contains provisions to homeowners as set forth in 1689.7 (a) and details set forth in (b) and (c). Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors State License Board, 9821 Business Park Drive Sacramento, CA 95827 Information about seal coat: Seal coat is designed to protect asphalt from water erosion and UV oxidation; it also beautifies your parking lot or driveway by giving it a deep black color. One common misconception customers have is they expect cracks to disappear or for the seal to hide imperfections in the existing asphalts surface. Seal coat WILL NOT hide cracks, depressions, uneven or rough areas. Even if crack filler is applied prior to seal coat, cracks will still be visible after the work is complete, seal coat will not adhere to oils spots on asphalt. No Guarantee is given on seal coat, crackfill, or patching jobs. If you feel your project may require more work than just a seal coat, please contact your estimator so he can make the proper recommendations.	

ACCEPTANCE
You are hereby authorized to proceed with the work as per above and I agree to pay in the amount as stated on this proposal. You the Buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. PLEASE READ CAREFULLY the General Terms & Conditions of Sale page BEFORE signing.

Accepted By:_____ Date:_____

Please read and sign all pages of this Proposal and Contract.

CALIFORNIA PAVING & GRADING CO.INC.
3253 VERDUGO RD.LOS ANGELES.CA 90065
(P) 323-255-1144 (F) 323-255-3473
STATE LICENSE #384051

Proposal & Contract

Date	Proposal #
5/18/2018	181413

Customer Name / Address	Job / Address
City Of Montebello 400 South Taylor Montebello, CA 90640 Public Works Dept.	N/W/C - of Lincoln Ave. & Montebello Bl. Montebello, CA 90640 Transit Parking Lot

Rep	Terms of Sale	P.O. No.	Job Number
ABAD	Due on receipt		181413 - Lincoln Ave...

Description	Total
CALIFORNIA PAVING & GRADING CO., INC. (CP&G) GENERAL TERMS AND CONDITIONS OF SALE TERMS: Net payment due to be paid on completion of job. Any unpaid amount will be subject to 5% interest per month. CP&G shall be entitled to collect attorney fees and court costs in the pursuit for any unpaid balance. All work to be completed with one (1) move unless otherwise stated. Prevailing wages are not included unless otherwise stated. The above work carries a one-year guarantee on all workmanship and materials. Proposal is valid for thirty (30) days. CP&G is not responsible for delays caused by weather. ADDITIONAL CHARGES: This proposal excludes permits, plans, inspections, testing, surveying, manhole adjusting, utility adjustments or relocations, street striping or signage, rough grading, storm drains and street lighting. Import and/or export of fill to be charged as extra, if needed. CHANGE ORDERS: All changes to this proposal must be completed by our office in writing and shown as a change order to this proposal. Any change to this proposal will be executed only upon written orders for same, and will become an extra charge over the sum mentioned in this contract. Any change written or typed by the customer on our contract is null and void. DEFINITIONS: Unless otherwise specified, the term grade shall mean that present grades are within one inch of finish sub-grade. Weed killer to be applied only where specified. CP&G accepts no responsibility for future growth of vegetation. Cracks will still be visible at completion of all seal coating jobs, no guarantee against seal coat adhering to oil spots on asphalt. CP&G cannot guarantee that all cracks will be filled and or patched. EXCEPTIONS: CP&G shall not be responsible for cracks in asphalt due to soil or sub-grade movement or failure or on any resurfacing of existing asphalt. CP&G shall not be liable for any damage to or breakage of underground pipes and/or conduits not visible from the surface of the ground nor for any damage to approaches (including sidewalk) from the street to the property line. CP&G shall not be responsible for water drainage when resurfacing over existing asphalt and concrete areas. Water drainage subject to existing conditions. CP&G shall not be responsible for cracking of new concrete surface; for graffiti of new concrete; for repair to damage of irrigation lines, sprinkler heads or grass lawns. CP&G can offer no guarantee against power steering marks as this is a natural occurrence. CP&G is not liable for sinkage of trenches due to lack of completion by others. CP&G shall not be responsible for any color ordered from a color chart varying from concrete color actually delivered due to the variations in the coloring materials and other factors beyond the control of CP&G. Customer agrees that CP&G shall not be liable for damages associated with any dissatisfaction with the color of concrete delivered or defects caused by a mixture designed and specified by the customer. CP&G is not responsible for any discoloration such as blotching or dark spots on new concrete surfaces Proposals do not include disposal of petromat mixed with asphalt, unless specified in scope of work. pricing subject to increase if petromat is present.	

ACCEPTANCE
You are hereby authorized to proceed with the work as per above and I agree to pay in the amount as stated on this proposal. You the Buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. PLEASE READ CAREFULLY the General Terms & Conditions of Sale page BEFORE signing.

Accepted By:_____ Date:_____

Please read and sign all pages of this Proposal and Contract.

City of Montebello

PREPARED FOR: SAM KOURI

CONCEPT PAVING SOLUTIONS, INC.

PROPOSAL & CONTRACT

1411 N. Batavia St., Suite 120 - Orange, CA 92867 Phone: (714) 997- 2200 Fax: (714) 997- 2201 License #977469

To:	**City of Montebello – Public Works** 1600 West Beverly Blvd Montebello, CA 90640	**Date:** **Office:**	**June 5, 2018** (323) 887-1200 Ext 471
Attn:	**Sam Kouri**	**Email:**	*SKouri@cityofmontebello.com*

Address: NW corner of Lincoln Ave and Montebello Blvd, Montebello CA

ASPHALT WORK: (SATURDAY MOVE)

1. Saw cut and remove approximately 10 square feet of existing cold patch area and prep for install of up to 5" of new hot mix asphalt.
2. Cold mill/grind approximately 43,760 square feet of existing damaged/deteriorating asphalt up to 1" in depth and haul all spoils to a legal recycling dumpsite.
3. Clean site free of any job-related debris.

CONCRETE WORK: (SAME DAY AS ABOVE)

1. Saw cut and remove approximately 20 linear feet of cracked/damaged concrete curbing in (1) area and haul spoils to a legal dumpsite.
2. Construct, form and pour with new concrete mix @ 3,000psi to approximately 20 linear feet for new concrete curbing.

ASPHALT WORK: (FOLLOWING SATURDAY MOVE)

1. Supply and apply tack coat binder to entire 43,760 square feet prior to install of new hot mix asphalt.
2. Supply and install up to 1.5" of new hot mix asphalt to approximately 43,760 square feet to entire area, compact in (1) lift and roll to a smooth finish.
3. Restripe lot per existing layout and color scheme:
   - (73) Single lined stalls, white in color
   - (5) Handicap stalls with adjacent crosshatch
   - (867) Linear feet of Red curb
   - (113) Linear feet of Blue curb
4. Remove and replace (25) broken/cracked 4" concrete wheelstops and pin down with rebar. Apply epoxy resin to top at rebar placement.
5. Clean site free of any job-related debris.

COST $73,995.00

Notes/Exclusions:

1. *This is a prevailing wage project and priced per prevailing wage standards and requirements.*
2. *Current handicap stalls are not up to date on current ADA standards, nor are they ADA compliant in slope and signage.*

THANK YOU FOR CONSIDERING OUR COMPANY FOR YOUR FUTURE PAVEMENT MAINTENANCE SOLUTIONS

NAME/DATE _____

SIGNATURE _____

RESPECTFULLY SUBMITTED BY:

Kaipo F. Ruiz

_____

Kaipo Ruiz, Sales Executive Bid #18270.1

TERMS AND CONDITIONS

PAYMENT: The responsible company and/or party understand the payment is due upon completion unless stated otherwise in contract.

1. Invoice is considered paid when Concept Paving Solutions, Inc. has payment in their possession.
2. Concept Paving Solutions, Inc. warrants that all necessary materials, labor, equipment and supervision will be provided in order to complete this project in a professional and workmanlike manner.
3. Concept Paving Solutions, Inc. provides a (1) one year warranty on all materials and labor, unless stated otherwise in this contract.
4. You, the buyer, have the right to cancel this contract within (7) seven days of the signed approval by emailing, mailing, faxing or delivering written notice to the office of Concept Paving Solutions, Inc.
5. You, the buyer, agree to pay all court costs and reasonable attorney's fees in the event this contract is turned over to an attorney for collection, and Concept Paving Solutions, Inc. is the prevailing party.
6. Concept Paving Solutions, Inc. reserves the right to refuse or cancel any order containing any error or inaccuracy, including after the order has been submitted, regardless of whether or not the order has been confirmed or you, the customer, have been charged. If your order is canceled after your payment has been processed, Concept Paving Solutions, Inc. will issue a full refund, in the form of the original payment.
7. The job site must be prepared for commencement of work by Concept Paving Solutions, Inc. as scheduled with the owner/representative. This includes, but is not limited to:

1) The job site must be in the same condition as when it was bid. Any cleaning beyond general prep or moving of objects that add to our costs may be billed to your company as a change order and/or additional charge.
2) Concept Paving Solutions, Inc. shall be given the work site free of any debris or vehicles so that work may proceed immediately upon our arrival.
3) All outdoor irrigation must be turned off (24) hours prior to commencement of work and must remain off for (24) hours after completion of work to allow for the proper curing of materials. All areas where work was performed must remain closed to foot and vehicular traffic for a minimum of (24) hours or until it is deemed accessible by Concept Paving Solutions, Inc.
4) It is the owner/representative's responsibility to notify any tenants and/or other parties involved at least (48) hours before the start of the project. If it is necessary to reschedule the job, the customer must notify Concept Paving Solutions, Inc. at least (48) hours in advance.
5) Additional move-in charges for work that is beyond the original planned scope, schedule or the control of Concept Paving Solutions, Inc. will be added to the original contract as follows:

$ 1,000.00 per move for striping, curb painting, and/or pressure washing.
$ 2,000.00 per move for hot rubberized crack sealant and/or filler.
$ 3,000.00 per move for seal coating.
$ 4,000.00 per move for asphalt work without a paving machine or concrete work.
$ 5,000.00 per move for asphalt work involving the use of a paving machine.

8. Concept Paving Solutions, Inc. shall not be responsible for the following, unless specifically stated in the above written contract:
1) Any licenses, permits, fees, engineering, inspection, testing, soils, import, export, weed sterilants and prevailing wages.
2) Any damage to underground utilities in or under the existing asphalt during removal, grinding, or pulverization.
3) Any damage to underground utilities not shown on approved plans or specifically marked on job site.
4) Any sinking or settling of new asphalt or concrete resulting from sub-grade failure or water erosion, improper compaction or other causes beyond the control of Concept Paving Solutions, Inc.
5) Materials for asphalt or concrete that are larger in thickness than the proposed depth will be a change order and/or additional charge.
6) Concept Paving Solutions, Inc. does not guarantee against reflective cracking in areas of asphalt resurface or overlay, as well as, drainage in areas with less than 1% of slope in any given direction.
7) Crack sealants or fillers are not meant for cracks larger than ¼ of an inch, will settle in time and show through seal coat applications.
8) Concept Paving Solutions, Inc. does not guarantee seal coat materials adhering or binding to areas saturated with oil(s).
9) Any damage to the seal coat or asphalt as a result of barricades being removed or taken down prior to the times set forth.
10) Concept Paving Solutions, Inc. is not responsible for the tracking of seal coat or striping paint for any reason after our application including damage to vehicles, concrete, shoes, clothes, carpets, flooring or other surfaces.

9. Concept Paving Solutions, Inc. shall not be responsible for power steering marks or scuffs in new paving or seal coat applications. This is a normal occurrence and will typically mend in time.
10. Any damage(s) caused by others to work performed by Concept Paving Solutions, Inc. requiring fixing or touch up, shall be added to the original contract price and invoiced as a change order and/or additional cost.
11. The customer or agent shall hold harmless Concept Paving Solutions, Inc. from any claims involving the property upon which work is to be performed, including property damage, bodily injury or death, and any other occurrence other than resulting from the sole negligence or willful misconduct of Concept Paving Solutions, Inc. and its employees.
12. Contractors are required by law to be licensed, bonded, insured and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractor. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, CA 95826 or by phone (800) 321-CSLB (2752).

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SEQUEL CONTRACTORS, INC.

ST. LIC #610600A
13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670
Fax (562) 802-7499 **(562) 802-7227 Office**

City of Montebello
1600 West Beverly Blvd
Montebello, CA 90640

June 5, 2018

Attn: Hany Nenein
Project Engineer

Re: Ellingbrook Street Improvements

Subj: Request for Quote – Transit Parking Lot

Hany,

Per your request of May 17, 2018, please see the following cost breakdown for the Transit Parking Lot repair.

Sequel Contractors, Inc.

Place Info Signs, Remove Wheel Stops, Cold Mill 1”, 10SF Pavement Repairs @3” Depth, 1.5” AC Overlay	$ 82,470.00
Alternate #1 – Remove & Replace 20’ C&G	$ 4,500.00

Subcontractor

Cat Tracking, Inc. (attached)	$ 10,895.00
Sequel Mark-up 10%	$ 1,089.50
Total	$ 98,954.40

If the City would like to use paint in lieu of thermoplastic for the striping deduct $2,500.00.

All work to be done on Saturdays. Excluded Survey, Crack Sealing, Testing.

If the City of Montebello would like to proceed with this additional work, please issue a change order in the above amount as soon as possible.

Feel free to contact me if you have any questions or if you need additional information.

Sincerely,
Sequel Contractors, Inc.

Michael Mahler
Project Manager

“518M030118””

CONTRACT AGREEMENT

FOR

TRANSIT PARKING LOT IMPROVEMENTS LOCATED AT NORTHWEST CORNER OF MONTEBELLO BOULEVARD AND LINCOLN AVENUE PROJECT

FY 2017/2018
RFP # 19-57

IN THE CITY OF MONTEBELLO

This Contract Agreement is made and entered into for the above stated project this _____ day of _____, 20____. BY AND BETWEEN the City of Montebello, as AGENCY, and _____
as CONTRACTOR. WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices, together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the unit or lump sum prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR shall take and assume all responsibility for the work. CONTRACTOR shall bear all losses and damages directly or indirectly resulting to him, to the City, or to others on account of the performance under this contract, or the character of the work, accidents or any other causes whatsoever.

ARTICLE VII

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

ARTICLE VIII

CONTRACTOR shall assume the defense and indemnify and save harmless the AGENCY, its officers, employees and Engineer from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from performance of this contract or work, regardless of responsibility for negligence; from any and all claims, loss, damage, injury, and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by this contract, or CONTRACTOR's performance thereunder, regardless of responsibility for negligence.

ARTICLE IX

STATE LABOR CODE. Contractor agrees to abide by the provisions of the State Labor Code, and to comply with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations and /or the requirements of the federal government and applicable federal wage rates.

The total contract price of this agreement is $ _____ based on estimated quantities given on the Bid Sheet.

ARTICLE X

The total contract construction period for this project is **thirty-five (35) working days** from the effective date of Notice-to-Proceed to be issued by the AGENCY.

ARTICLE XI (PREVAILING WAGES)

(a) CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1773.8, which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

(b) CONTRACTOR agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit no more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by a subcontractor.

(c) CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1776 which requires CONTRACTOR and each subcontractor to (i) keep accurate payroll records, (ii) certify and make such payroll records available for inspection as provided by Section 1776, and (iii) inform the AGENCY of the location of the records. The CONTRACTOR is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(d) CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that the Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

(e) CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours without approval of the City. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollar ($25) for each worker employed in the execution of the contract by the CONTRACTOR or by any subcontractor for each calendar day or portion thereof during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division, 2, Part 7, Chapter 1, Article 3 of the California Labor Code. The CONTRACTOR may, with the approval of the City Engineer, use his employees to carry out work on the project beyond the normal eight (8) hour workday and on Saturdays, Sundays and Holidays provided the employees are paid at the following hourly rates:

<u>For Daytime Work</u>

- Weekdays (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.

- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

(f) California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or under self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

ARTICLE XII (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors

Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than ten (10) days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than thirty (30) days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of the agency. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20_____.

CONTRACTOR: _____

_____

(Title)

Contractor's License No. _____

AGENCY Business License No. _____

Federal Tax Identification No.: _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

AGENCY: _____

Andrew G. Pasmant, Acting City Manager of the City of Montebello

ATTESTED:_____

Irma Barajas, City Clerk, City Clerk of the City of Montebello

Date _____

FAITHFUL PERFORMANCE BOND

FOR

TRANSIT PARKING LOT IMPROVEMENTS LOCATED AT NORTHWEST CORNER OF MONTEBELLO BOULEVARD AND LINCOLN AVENUE PROJECT

FY 2017/2018
RFP # 19-57

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____ _____ as CONTRACTOR and _____, as SURETY, are held and firmly bound unto the City of Montebello, as AGENCY, in the penal sum of _____ _____ dollars ($_____), which is one-hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 20_____.

CONTRACTOR* _____

_____

SURETY* _____

_____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number of authorized representative.

MATERIAL AND LABOR BOND

FOR

TRANSIT PARKING LOT IMPROVEMENTS LOCATED AT NORTHWEST CORNER OF MONTEBELLO BOULEVARD AND LINCOLN AVENUE PROJECT

FY 2017/2018
RFP # 19-57

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____ _____, as CONTRACTOR, and _____, as SURETY, are held and firmly bound unto the City of Montebello, as AGENCY , in the penal sum of _____ _____ dollars ($ _____), which is fifty percent (50%) of the total contract amount for the above stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alteration made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this _____ day of _____, 20_____.

CONTRACTOR* _____
_____

SURETY* _____
_____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number of authorized representative.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: Andrew G. Pasmant. Acting City Manager

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

SUBJECT: A Request to Accept as Complete – Maple Avenue Street Improvement Project (Washington Boulevard to Mines Avenue) Bid # 17-26, CP 853, FY 2016/2017

DATE: July 25, 2018

RECOMMENDATION

That the City Council accepts as complete the Maple Avenue Street Improvement Project (Washington Boulevard to Mines Avenue) Bid # 17-26, CP 853, Fiscal Year 2016/2017, and authorize the City Clerk to process the Notice of Completion.

BACKGROUND

As part of FY 2016-2017 Capital Improvement Budget, a total of $868,007.00 of Prop “C” Funds was allocated for street improvement (including engineering, inspection, and construction services) on the Maple Avenue Street Improvement Project (Washington Boulevard to Mines Avenue).

The Project involved the removal and reconstruction of existing concrete sidewalks, curb and gutters, driveway approaches, cross gutters, curb ramps, cold-milling deteriorated AC pavement, adjustment of sewer manholes frames and covers, raising water valve covers to finish grade, installation of pavement markings, curb painting, and installation of signal loop detectors. A full set of plans and specifications are available for review in the Office of the City Clerk.

NOTICE OF COMPLETION

Pursuant to Civil Code Section 3093, when a Capital Improvement Project is complete, a Notice of Completion must be prepared and filed with the County Recorder’s Office for recordation within 10 days after completion of the improvement. In compliance with this section of the Civil Code, the City Engineer has prepared the required Notice of Completion for the City Council to accept the project as complete and to authorize the City Clerk to file the Notice of Completion for recordation with the County Recorder’s Office.

Concurrent with the preparation of the Notice of Completion, the City Engineer approved the final progress payment based on the agreed upon scope of work; with a five (5%) percent retention being withheld from the progress payments. The final retention payment is released to the contractor thirty-five (35) days after recordation of the Notice of Completion.

ANALYSIS

The Contractor completed construction of this project on May 18, 2018. The City Engineer has reviewed the daily inspection reports and has determined that the project has been satisfactorily completed in accordance with the project plans and the specifications. The Contractor's final accounting was reviewed and approved by the City Engineer.

The Project costs are summarized as follows:

$ 45,000.00	Design Phase (Plans, Specifications, & Estimate)
$ 15,000.00	Project Management
$ 9,800.00	Geotechnical Investigation
$ 37,500.00	Construction Management & Inspection
$ 7,500.00	Topographical Survey
$ 555,682.50	Construction Contract Cost
$ **670,482.50**	**Total**

FISCAL IMPACT

This project is funded with Prop C funds. The project's final cost was $670,482.50, which is approximately 23% lower than the project allocation of $868,007 with a project savings of $197,524.50. There is no impact on the General Fund.

SUMMARY

The City Council will consider acceptance as complete Maple Avenue Street Improvement Project, CP 853, Bid No. 17-26, Fiscal Year 2016/2017, and authorize the City Clerk to process the Notice of Completion.

ATTACHMENTS

Notice of Completion

RECORDING REQUESTED BY
CITY OF MONTEBELLO
AND WHEN RECORDED MAIL TO

NAME CITY OF MONTEBELLO
CITY CLERK
STREET ADDRESS 1600 W Beverly Blvd.
CITY Montebello,
STATE CA
ZIP 90640

SPACE ABOVE LINE FOR RECORDERS USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Montebello
3. The full address of the owner is 1600 W Beverly Blvd., Montebello, CA 90640
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES ADDRESSES

6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES ADDRESSES

7. A work of improvement on the property hereinafter described was completed on May 18, 2018. The general scope of work consisted of removing and reconstructing of damaged concrete sidewalks, damaged driveways, damaged curb and gutters curb ramps, cold milling of existing A.C. pavement and overlaying A.C., root pruning of trees, traffic striping, pavement markings, and traffic loops installation.

8. The name of the contractor, if any, for such work of improvement was Sequel Contractors, Inc. November 8, 2017

(If no contractor for work of improvement as a whole, insert "None") (Date of Contract)

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: Maple Avenue Street Improvements Project, from Washington Boulevard to Mines Avenue, CP 853, Bid # 17-26, FY 2016-2017

Samuel T Kouri, City Engineer, City of Montebello

(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion:
I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.
Executed on_____ , 2017 at City of Montebello, Montebello, CA

_____(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

A notice of completion must be filed for record WITHIN 10 DAYS after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil Code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants is common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county and state.

As to paragraphs 7 and 8, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words "A work of improvement" from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundations for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs."

In paragraph 9, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Danilo Batson, Assistant City Manager / Public Works Director
Craig Koehler, Finance Administrator

SUBJECT: FY 2018/19 Capital Improvement Project (CIP) Budget

DATE: July 25, 2018

RECOMMENDATION:

It is recommended that the City Council adopt the Fiscal Year 2018/19 Capital Improvement Project Budget and two corresponding resolutions.

BACKGROUND/ANALYSIS

Annually the City Council approves the Capital Improvement Project Budget, which includes various projects funded by special funds and grants.

On July 17, 2018, the Street Ad Hoc Committee met and reviewed the proposed FY 2018/19 CIP Budget, which included streets citywide (from resident requests, street maintenance staff and/or their Pavement Condition Index or PCI). The Committee also drove the streets to visually assess their conditions. Attached is the final list of recommended streets and services funded in the Capital Improvement Project Budget

This year, as part of the FY 2018/19 CIP Budget, the City Council needs to approve a project list for the use of funds generated by The Road Repair and Accountability Act of 2017, as required by the Senate Bill (SB 1). The recommendation is to use these funds for street improvement projects on Montebello Boulevard ATP Project (Lincoln to Paramount) and Beach Street (Vail to 3rd Street).

In the coming months, staff will be working on a Major Street Improvement Program and Bond Financing to address the many years of deferred infrastructure improvements and needs of the City, by using future allocations of Measure R and/or Measure M to fund and reduce the large list of deferred street projects the City currently has.

The final list of projects is respectfully recommended for consideration, approval and adoption by the City Council.

FISCAL IMPACTS:

The proposed budget and resolutions are necessary to adopt and establish the City's FY 2018/19 Capital Improvement Project. The proposed projects will be funded by special funds. There is no fiscal impact on the General Fund.

SUMMARY:

The City Council will consider approval and adoption of the Fiscal Year 2018/19 Capital Improvement Project Budget and two corresponding resolutions.

ATTACHMENTS:

Resolution Approving the Capital Improvement Project Budget
Resolution Approving Project List for Road Repair and Accountability Act of 2017
FY 2018/19 Capital Improvement Budget

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ADOPTING THE ANNUAL CAPITAL IMPROVEMENT PROJECT BUDGET FOR THE CITY OF MONTEBELLO FOR THE FISCAL YEAR COMMENCING JULY 1, 2018 AND ENDING JUNE 30, 2019

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

SECTION 1. That the Capital Improvement Project (CIP) Budget for the City of Montebello for Fiscal Year commencing July 1, 2018, and ending June 30, 2019, as prepared and submitted by the Acting City Manager and as modified by the City Council, is hereby approved as the CIP Budget of the City of Montebello of said Fiscal Year (hereinafter "Budget").

SECTION 2. That the projects, as they appear in the approved Capital Improvement Project Budget, constitute the List of Funded Projects for the Fiscal Year 2018-2019, ending June 30, 2019.

SECTION 3. That from the effective date of said Budget (July 1, 2018), the amounts stated therein as proposed expenditures shall be and become appropriated to the City's projects as set forth in the Budget, except as otherwise amended by the City Council.

SECTION 4. That the Acting City Manager and Department Heads shall be responsible to ensure that all expenditures and encumbrances do not exceed budgeted appropriations in accordance with the following:

a) Salaries and fringe benefits are budgeted and controlled at the classification level of Personal Services by Division;

b) Maintenance and operations are budgeted and controlled at the classification level by Division;

c) Capital Improvements are budgeted on a project by project basis;

d) Municipal code section 3.20 governing purchasing must be adhered to;

e) All expenditures are consistent with the policies expressed in Resolution 17-40; and

f) That the Acting City Manager or designee shall have the authority to make appropriation transfers from one account to another. Additional appropriations are to be approved by City Council.

SECTION 5. That the Capital Improvement Projects and Outlay provides for the appropriation of monies for Capital Improvement Projects which may span multiple fiscal years. Therefore, appropriation for the balances remaining in Capital Improvement Projects active as of June 30, 2018 shall be brought forward to be used in the Fiscal Year 2018/19 or until the completion of these projects.

SECTION 6. That the City Clerk shall certify to the adoption of this resolution and the same shall be in full force and effect.

APPROVED and ADOPTED this 25th day of July 2018.

VANESSA DELGADO, MAYOR

ATTEST:

IRMA BARAJAS, CITY CLERK

APPROVED AS TO FORM:

ARNOLD M. ALVAREZ-GLASMAN
CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPTING A LIST OF PROJECTS FOR FY 2018-19 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Montebello are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Montebello must adopt by resolution a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Montebello will receive and estimated $1,061,409.00 in RMRA funding in Fiscal Year 2018-19 from SB 1; and

WHEREAS, this is the second year in which the City of Montebello is receiving SB 1 funding that will enable the City of Montebello to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Montebello has undergone a robust public process including compiling a backlog of locations provided by the public and then prioritizing potential projects and then carry over future fiscal years to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Montebello used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Montebello to maintain and rehabilitate many streets, roads and bridges and add active transportation

infrastructure throughout the City of Montebello this year and hundreds of similar projects into the future; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City of Montebello streets and roads are in moderately poor condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and

WHEREAS, the City is afforded flexibility within the projects listed in a given year to make any necessary changes as priorities and needs may require, the City will make note of any changes to the proposed project list priorities in the annual Expenditure Report to the California Transportation Commission, and

WHEREAS, the City will continue projects approved by City Council for FY2017-2018 Project List as follows:

- Any project previously listed that commenced but was not completed within the previous fiscal year will be identified in the FY2018-2019 Project List as “17/18 Ongoing”.
- Any project previously listed that was intended to commence but was unable to within the previous fiscal year will be identified in the FY2018-2019 Project List as “17/18 Carryover”.

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Montebello, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The FY2018-19 up to FY2020-21 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues include:

PROJECT LOCATION	DESCRIPTION	APPROX. USEFUL LIFE (Years)	YEAR TO CONSTRUCT
Beat Street (from Vail Avenue to 3rd Street)	Street Resurfacing	20	FY 2018-19
Montebello Blvd (from Lincoln Avenue to Paramount Blvd)	Complete Streets Project	20	FY 2018-19

3. That the City Clerk shall certify to the adoption of this Resolution by the City Council, and it shall thereupon be in full force and effect upon its execution.

APPROVED AND PASSED THIS 25th DAY OF JULY, 2018.

Vanessa Delgado, Mayor

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO							
FY 2017-2018 CAPITAL IMPROVEMENT PROJECT BUDGET							
7/25/2018							
	NEW / CARRY OVER	PROPOSITION C	MEASURE R	MEASURE M	RMRA	TDA-3	TOTAL PROJECTED REVENUES
PROJECTED PROP C, MEASURE R, MEASURE M AND OTHER REVENUE SOURCES FOR FY2018-19		**$1,176,740**	**$953,888**	**$882,043**	**$1,061,409**	**$43,332**	**$4,117,412**

FY 2017-2018 CAPITAL IMPROVEMENT PROJECT BUDGET							
LOCATION	NEW / CARRY OVER	PROPOSITION C	MEASURE R	MEASURE M	RMRA	TDA-3	TOTAL PROJECT COST
MONTEBELLO BLVD ATP - (LINCOLN TO PARAMOUNT)	NEW	$987,698			$25,185	$5,117	**$1,018,000**
BEACH ST - (VAIL TO 3RD STREET)	NEW				$1,036,224		**$1,036,224**
BEVERLY TERRACE (MAPLE TO PARK)	NEW		$35,776	$47,524			**$83,300**
HAY STREET (GARFIELD TO SLY CITY LIMIT)	NEW		$120,802				**$120,802**
HOLGER DRIVE (VICTORIA TO FORBES)	NEW		$284,370	$2,190			**$286,560**
LOS AMIGOS AVENUE (WEIMAR TO LAS FLORES)	NEW		$339,940			$29,212	**$369,152**
MADISON AVENUE (TAYLOR TO 12TH)	NEW			$91,692			**$91,692**
OAKWOOD AVENUE (MONTEBELLO TO SPRUCE)	NEW			$136,037		$9,003	**$145,040**
VIA CAMPO & WILCOX INTERSECTION	NEW	$139,042					**$139,042**
WEIMAR WAY (AVENIDA LA MERCED TO LOS AMIGOS)	NEW			$146,790			**$146,790**
STREET MAINTENANCE (POTHOLE REPAIRS)	NEW			$200,000			**$200,000**
STRIPING AND SIGNAGE MAINTENANCE	NEW			$100,000			**$100,000**
TRAFFIC SIGNAL MAINTENANCE	NEW			$100,000			**$100,000**
CONCRETE PROGRAM (SIDEWALK AND ADA RAMPS)				$57,810			**$57,810**
RECREATIONAL FIELD TRIPS			$25,000				**$25,000**
SGV COG PARTICIPATION			$26,000				**$26,000**
GATEWAY COG PARTICIPATION			$22,000				**$22,000**
TRAFFIC ENGINEERING STUDIES			$50,000				**$50,000**
ADMINISTRATIVE OVERHEAD (PROP C & MEASURE R)		$50,000	$50,000				**$100,000**
FY 18-19 PROPOSED		**$1,176,740**	**$953,888**	**$882,043**	**$1,061,409**	**$43,332**	**$4,117,412**

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: Award of Contract to Complete Coach Works for Upgrading the Advantac HVAC Bus Rooftop Units

DATE: April 25, 2018

RECOMMENDATION

That the City Council awards a contract to Complete Coach Works (CCW) for upgrading the Advantac HVAC bus rooftop units; authorize the Acting City Manager to approve all change orders up to 10% project contingency; and authorize the Acting City Manager to execute the Contract on behalf of the City.

BACKGROUND

The City released a Notice inviting Bids, RFP 18-39 "Request for Proposals for Upgrading the Advantac HVAC Bus Rooftop Units", in March 23, 2018. This project is subject to "prevailing wage" requirements due to the nature of the project and that Federal funds are being utilized. The rooftop HVAC units of 35 current Transit 2008-09 unleaded gasoline Hybrid New Flyer low-floors buses have exceeded their useful life mark and will need to be upgraded with newer technology that can be supported with parts and service.

ANALYSIS

On March 23, 2018, the City issued Request for Proposal (RFP) #18-39 for the Upgrading the Advantac HVAC Bus Rooftop Units. The notice inviting bids was published in the City Web Site, GreenSheet, and WAVE Newspaper on March 23, 2018.

A pre-proposal meeting was held on April 05, 2018 to discuss the scope of work for the project. The meeting was attended by three vendors. As a result of questions raised at the meeting regarding the RFP, two addenda were subsequently issued and published on the City web site.

Sealed proposals for the Upgrading the Advantac HVAC Bus Rooftop Units Project were received and opened on May 24, 2018. One proposal was received for the Upgrading the Advantac HVAC Bus Rooftop Units Project (RFP No. 18-39) from Complete Coach Works (CCW).

Staff has evaluate Complete Coach Work's proposal based on the criteria, which covered the proposer's qualifications and experience, quality and effectiveness of approach to perform the work and cost. Complete Coach Work's proposed cost of $1,108,999.85 for all 35 buses has been determined to be fair and reasonable. Therefore, staff recommends awarding the contract to Complete Coach Works (CCW) as the most responsible and responsive proposer for this upgrading project.

FISCAL IMPACT

The project budget is shown below.

Available Funding
Funds for this project are available in the Fiscal Year 2018/19 Budget. Funding for this project is, as follow:

FTA CA-90-Z085 ……..	$ 960,000.00
PTIMISEA ……..	$ 144,000.00
TDA ……..	$ 96,000.00
TOTAL	**$1,200,000.00**

Funding Required

Item	Number	Per Cost	Total
Upgrading bus HVAC	35	$ 31,685.71	$ 1,108,999.85
Contingency		8%	$ 88,720.00
TOTAL FUNDING REQUIRED			**$ 1,197,719.85**

Approved funding for this item will have no adverse impact on the General Fund.

SUMMARY

The City Council will consider awarding a Contract in the amount of $1,108,999.85 to Complete Coach Works (CCW) for the upgrading the Advantac HVAC rooftop units of 35 Transit New Flyer Hybrid buses; authorize the Acting City Manager to approve all change orders up to 10% project contingency, as recommended by the Director of Transportation; and authorize the Acting City Manager to execute the Contract on behalf of the City.

ATTACHMENT

1. Draft Contract Agreement
2. CCW Price Quote

CITY OF MONTEBELLO, CALIFORNIA

CONTRACT AGREEMENT

FOR

UPGRADING THE ADVANTAC HVAC BUS ROOFTOP UNITS

RFP NO. 18-39

This Contract Agreement ("Agreement") is made and entered into for the above stated project this _____ day of _____, 2018 by and between the City of Montebello, as "AGENCY," and _____as "CONTRACTOR," collectively referred herein as the Parties.

RECITALS

A. AGENCY is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. CONTRACTOR is a corporation duly organized and doing business in the State of California. CONTRACTOR represents it has the background, knowledge, experience and expertise necessary to provide the AGENCY with the equipment, goods and services set forth in this Agreement.

C. AGENCY seeks to procure from CONTRACTOR, and CONTRACTOR seeks to provide to the AGENCY, equipment, goods and services necessary for the **UPGRADING THE ADVANTAC HVAC BUS ROOFTOP UNITS** ("Project") as further described in RFP No. **18-39.**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, AGENCY and CONSULTANT agree as follows:

ARTICLE I. Incorporation of Recitals and other Contract Documents

The above-referenced Recitals constitute a material part hereof, and shall hereby be incorporated by reference. Moreover, for purpose of this Agreement, the contract documents for the aforesaid Project shall consist of the Notice Inviting Proposals, Instructions to Proposers, Price Proposal, General Specifications, Standard Specifications, Special Provisions, General Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with all required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner (collectively referred herein as the "Contract Documents"). All of the provisions of said Contract Documents constitute a material part hereof, and shall be hereby incorporated by reference as though fully set forth herein.

ARTICLE II. Services to be performed by CONTRACTOR

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to perform the services and furnish all materials necessary to perform all work required for the above stated Project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents. CONTRACTOR covenants with the AGENCY to furnish its best skill, judgment and efforts and to cooperate with the AGENCY and any other consultants or CONTRACTORs engaged by the AGENCY in providing the services necessary for the Project. CONTRACTOR covenants to use its best effort to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of the AGENCY. Workmanship throughout the performance of this Agreement shall conform to the highest standard of commercially accepted practice of work and shall result in a neat finished appearance to the satisfaction of the AGENCY.

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, the AGENCY agrees to pay and the CONTRACTOR agrees to receive and accept the prices set forth in the Price Proposal submitted by CONSULTANT dated _____, 2018 ("Compensation"). The total amount of the compensation shall not exceed the sum of _____ dollars ($_____). AGENCY shall pay CONTRACTOR upon thirty (30) days of receipt of invoice and full acceptance of product and services by the AGENCY.

Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV. Completion of Work

The work and services set forth in this Agreement will be completed in a timely manner, and in accordance with an agreed upon work schedule to be determined by Parties. An extension of the period for completion may be granted by mutual agreement by the Parties herein for reasons outside the control of the CONTRACTOR including acts of God. CONTRACTOR shall request an extension by notifying AGENCY in writing at least fifteen (15) days prior to the expected Completion Date.

No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed and such additional work is approved in writing. In such event, AGENCY shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

ARTICLE V. Ownership of Written Products

All reports, documents or other written material ("written Products") developed by CONTRACTOR in its performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by the AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

ARTICLE VI. Independent Contractor

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

ARTICLE VII. Confidentiality

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 CONTRACTOR without prior written consent by the AGENCY. The AGENCY shall grant such consent if disclosure is legally required. All AGENCY data, documents, objects, materials or other tangible things shall be returned to the AGENCY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE VIII. Compliance with State and Local Laws

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions. All services required under this Agreement will be performed by CONTRACTOR, or under its supervision, and all personnel shall possess the qualification, permits, and licenses required by the State and local law to perform such services.

CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing service required by this Agreement, and compliance with all reasonable performance standards established by AGENCY. CONTRACTOR shall be responsible for payment of all employees' and sub-CONTRACTOR's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall indemnify and hold harmless the AGENCY from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

ARTICLE IX. Indemnification

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, or causes of action, including reasonable attorneys' fees and related costs and expenses, which may accrue against the AGENCY based on, arising out of, or in any way related to the services undertaken or performed by CONTRACTOR under this Agreement regardless of responsibility for negligence. In addition, CONTRACTOR shall defend, indemnify, and hold harmless the AGENCY, from and against any and all claims, liabilities and losses whatsoever, including reasonable attorney's fees and related costs and expenses, occurring or resulting from any action attributable to any and all persons, firms, or corporations employed or

contracted by CONTRACTOR or its sub-CONTRACTORS in connection with the services under this Agreement, regardless for responsibility for negligence.

ARTICLE X. Insurance

In accordance with the terms of the Contract Documents, CONTRACTOR shall furnish AGENCY a policy or certificate of insurance evidencing coverage for Worker's Compensation insurance and comprehensive liability insurance, including automobile, in which upon the request of AGENCY, its officers and employees shall be named as additional insured with respect to all claims arising out of or in connection with the work to be performed, including any act or omission of employees, agents, sub-CONTRACTORs, or their employees, whether or not caused by the sole (or contributing) negligence of AGENCY, its officers or employees, and which shall remain in full force and effect until the work or services is accepted herein by AGENCY. The policies shall provide the coverage limits set forth in the Contract Documents. Such comprehensive liability insurance shall be primary and non-contributing with any insurance coverage available to AGENCY, shall contain a severability of interest clause (cross liability) and shall provide that it shall not be canceled or materially reduced without thirty (30) days prior written notice to AGENCY.

ARTICLE XI. Authorization by CONSTRACTOR

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all duly authorized individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

ARTICLE XII. Termination

In the event that either party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within two (2) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, the non-defaulting party may terminate this Agreement by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

The AGENCY shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) business days written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the AGENCY shall provide to CONSULTANT the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation.

This Agreement shall expire upon full payment of the Compensation by the AGENCY to CONTRACTOR.

ARTICLE XIII. Dispute Resolution and Legal Remedies

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded.

ARTICLE XIV. Subcontract, Assignment or Delegation

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, wither in whole or in part, without the prior written consent of AGENCY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-CONTRACTPR, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind AGENCY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-CONTRACTORs. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONSULTANT under the Agreement.

ARTICLE XV. Non-discrimination and Equal Opportunity Employer

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, martial status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-consultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

ARTICLE XVI. Notices

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the parties may designate by written notice:

To AGENCY: Montebello Bus Lines
400 S. Taylor Ave.
Montebello, CA 90640
Attention: Tom Barrio

Director of Transportation
Phone: 323-558-1625

To CONTRACTOR:

Attention:
Phone:
Email:

ARTICLE XVII. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision nevertheless will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XVIII. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ARTICLE XIX. Entire Agreement

This Agreement and the Contract Documents aforementioned shall constitute the entire agreement by the Parties, and supersedes all prior proposals, agreements, and understandings between the Parties and may not be modified or terminated orally. No attempted waiver of any of the provisions herein, nor any change, amendment or modification to this Agreement shall be effective unless in writing and signed by the party against whom the same is sought to be enforced.

ARTICLE XX. Effective Date

Unless otherwise specified herein, this Agreement shall become effective as of the date in which the last of the Parties, whether AGENCY or CONTRACTOR, executes this Agreement. This Agreement may be signed in counterparts, each of which shall constitute an original, and which collectively shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____day of _____, 2018.

CITY OF MONTEBELLO
("CITY")

_____
Andrew G. Pasmant, Acting City Manager

Date: _____

("CONTRACTOR")

_____

Federal Tax Identification No. _____

Date: _____

ATTEST:

_____
Irma Barajas, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

Price Sheet

Labor Hours	Labor Rate	Total Labor
120	$85.00	$10,200.00

Parts & Materials	Tax @ 9.5%	Total Materials
$19,439.00	$1,846.71	$21,285.71

Pickup & Delivery
$200.00

Per Bus Total
$31,685.71

Total for all (35) units
$1,108,999.68

Extra Work

Labor Rate	Mark Up on Materials
$115.00 per hr	cost plus 30%

Pricing is valid for a minimum order of (5) units

Warranty

Workmanship and Parts will be warranted for a period of two (2) years from acceptance of vehicle

Business Name : Complete Coach Works
Address : 1863 Service Ct. Riverside CA 92507
Phone Number : 951-684-9585
Representative Name : Dale E. Carson

Signature : _____

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: TransTrack End User License Agreement Renewal FY 2018-2019

DATE: July 25, 2018

RECOMMENDATION

That the City Council approve the end-user licensing renewal agreement for TransTrack Systems for Fiscal Year 2018-2019.

BACKGROUND/ANALYSIS

TransTrack Systems is a database program that centralizes all the information that is key to analyzing and reporting Montebello Bus Line's ("MBL") operational performance. TransTrack is a web-enabled application that allows MBL to access performance statics from a common database. This system provides all information for internal and external reporting and consolidates information for management to make strategic decisions.

TransTrack continued use of the system requires an annual end user renewal. The fee for the renewal is $22,495.20.

FISCAL IMPACT

The costs for TransTrack services are budgeted in the Transportation Department FY 2018/19 Budget. There is no impact on the General Fund.

SUMMARY

The City Council will consider approving the end-user licensing renewal agreement for TransTrack Systems for Fiscal Year 2018-2019.

ATTACHMENT

Agreement

ITEM# 23

5265 Rockwell Drive, NE
Cedar Rapids, IA 52402
Telephone Number (319) 743-4585
Web Address: www.transtrack.net

April 12, 2018

Thomas Barrio
Montebello Bus Lines
400 S Taylor Ave
Montebello CA 90640

Subject: Renewal of End User License Maintenance & Support Agreement Amendment 017

Dear Mr. Barrio,

The Montebello Bus Lines has the opportunity to renew the End User License ("License") Agreement with TransTrack Systems®, Inc. with the payment for Fiscal Year 2019 Maintenance and Support.

In accordance with Article IV Section 6 of the current End User License, upon notice prior to the expiration of the current term of the License accompanied with payment for a renewal, Montebello Bus Lines will be able to continue to use the proprietary Software, TransTrack Manager®.

Exhibit F of the License provides the range of fees which may be charged by TransTrack for a renewal of the Maintenance and Support portion of the License. The fee for renewal is **$22,495.20** for the level of support specified in your License, as amended herein. Any services requested other than those set forth in the description of Maintenance and Support will be subject to an additional fee.

Once this letter is fully executed by both TransTrack Systems®, Inc. and an authorized representative of Montebello Bus Lines, and TransTrack has received the **$22,495.20** it will serve to renew the End User License for the Fiscal Year 2019 term, subject to all other terms and conditions of the End User License remaining the same.

This letter shall also amend Exhibit F to the License by adding the following sentence: "Annual Maintenance and Support Fee for 7/1/2018 to 6/30/2019 : **$22,495.20**

All other terms and conditions of the License shall remain in full force and effect.

AGREED AND ACCEPTED

TransTrack Systems®, Inc.

_____

Dave Jackson
General Manager

Date: _____

AGREED AND ACCEPTED

Montebello Bus Lines

_____

Date: _____

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: Acceptance of Standard Fire Instructional Services Agreement with Rancho Santiago Community College District, for Fiscal Year 2018/2019

DATE: July 25, 2018

RECOMMENDATION

That the City Council approve the Standard Fire Instructional Services Agreement with Rancho Santiago Community College District, for Fiscal Year 2018/19, and authorize the Acting City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Montebello Fire Department and the Rancho Santiago Community College District (Santa Ana College) have agreed to have Montebello Fire personnel provide educational instruction to students for departmental training activities throughout the year. The agreed to amount shall not exceed $36,750.00 which is verified through the training records containing College student hours.

ANALYSIS

The agreement allows for the Montebello Fire Department to receive funds in exchange for departmental personnel providing training records,reflecting classroom education time, to the Rancho Santiago Community College District (Santa Ana College). The Montebello Fire Department is responsible for forwarding an electronic file to the College containing such records.

FISCAL IMPACT

This agreement allows the Montebello Fire Department to receive funds in an amount not to exceed $36,750.00.

SUMMARY

The City Council will consider approval of the Standard Fire Instructional Services Agreement with Rancho Santiago Community College District, for Fiscal Year 2018/19, and authorize the Acting City Manager to execute the agreement on behalf of the City.

ATTACHMENT

Agreement

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 11th **day** of **June** 2018, by and between the **Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706** (District) and the **City of Montebello Fire Department, 600 North Montebello Boulevard, Montebello, CA, 90640** (Agency).

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the Rancho Santiago Community College District desires to contract with Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the special services required herein, and

WHEREAS, the public's interest, convenience and general welfare will be served by this contract;

NOW THEREFORE, Agency and District agree as follows:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES:

1. Services . Agency's responsibility shall be to diligently furnish to the District the services and materials as set forth in Attachment A, hereby incorporated in this Agreement by this reference.

2. Student Attendance Records. Records of student attendance and achievement will be maintained by Agency. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.

3. Non-Discrimination. Agency agrees that it will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or age, or sex of such person.

4. Applicable Law. Agency agrees to comply with all federal, state, and local laws, rules regulations, and ordinances that are now or may in the future become applicable to Agency, Agency's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.

B. DISTRICT'S RESPONSIBILITIES

1. Educational Program. District is responsible for the educational program that will be conducted on site.

2. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.

3. Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.

4. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.

6. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the District's responsibility to ensure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.

7. Different Section of Courses. District shall have procedures to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.

8. Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.

9. Obtaining Approval of Degree and Certificate Programs Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.

10. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of title 5, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.

11. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.

12. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

C. FEE

1. Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: Three dollars and fifty cents ($3.50) per student contact hour, not to exceed 10,500 student contract hours or $36,750.00 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology.

2. Invoices. The Agency shall invoice the District at the conclusion of each course, supplying mutually acceptable documentation of student contact hours for each course.

3. Tuition. It is mutually agreed that Agency can choose to deduct tuition fees from the total dollar amount per student contact hour paid to Agency by District.

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at

facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

2. Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)

3. Support Services for Students. Both Agency and District shall ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).

4. Indemnification. All parties to this agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

5. Term. This Agreement shall be in effect as of the date signed, and shall continue in effect for five years, unless sooner terminated by either party in accordance with this section in the manner set forth herein. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

6. Termination for Cause. The District may terminate this Agreement and be relieved of any consideration to Agency should Agency fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Agency.

7. Assignment. This Agreement shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

Rancho Santiago Community College District
ATTN: Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway
Santa Ana, California 92706

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency;
City of Montebello Fire Department
600 North Montebello Boulevard
Montebello, Ca. 91709

9. Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

11. Insurance. Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

12. Equal Employment Opportunity Clause. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or

veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first written above.

Agency:	CITY OF MONTEBELLO FIRE DEPARTMENT 600 North Montebello Boulevard Montebello, CA 90640		RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT 2323 North Broadway Santa Ana, CA 92706
By:	_____	By:	_____
Name:	_____	Name:	Peter J. Hardash
Title:	_____	Title:	Vice Chancellor Business Operations/Fiscal Services
Date:	_____	Date:	6/12/18

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by Santa Ana College's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the College's Chief Instructional Officer.

2. **Instructor Qualifications:** All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Criminal Justice / Fire Technology Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.

3. **Non-overlap with other funding sources**: The above instructional hours are conducted as full-time equivalent students (FTES) funded courses through the Criminal Justice Academies / Fire Technology Department at Santa Ana College.

4. **Enrollment of Students**: The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

5. **Instructional Activities**: The Administrators of Rancho Santiago Community College District and Agency (and/or their designees) will meet at mutually agreed intervals to plan, schedule and budget for instructional activities; the joint consent of the District and the Agency shall precede any instructional activity.

6. **List of Courses**: The District will make available to Agency all courses listed in the course catalog consistent with District Standards for curriculum adoption.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Brad L. Keller, Chief of Police

SUBJECT: City Council approval to continue with the terms of Agreement No. 2848, a Software and Maintenance Agreement with Tyler Technologies, Inc. and the Montebello Police Department

DATE: July 25, 2018

RECOMMENDATION

It is recommended that the City Council approve the annual renewal of Agreement No. 2848 between the City of Montebello and Tyler Technologies, Inc. for software maintenance and support services.

BACKGROUND

Tyler Technologies, Inc., formally New World Systems, has provided the Montebello Police Department with Integrated Public Safety Solutions since 2006. Standard Software Maintenance is essential to maintain the operation of the proprietary system currently in place.

An agreement was reached with the approval of the previous City Manager on or about January 24, 2017, to continue maintenance and support services on an annual basis with an automatic renewal for additional one (1) year terms unless terminated in writing by either party.

It has come to the Police Chief's attention that the current agreement requires City Council approval.

The software requiring support and maintenance is proprietary and cannot be serviced by another service provider.

ANALYSIS

1. Tyler Technologies, Inc. (formally “New World”) develops and implements Standard Software Public Safety solutions.

2. Tyler Technologies, Inc. has provided the Montebello Police Department (“MPD”) with Integrated Public Safety Solutions that includes Computer Aided Dispatch (“CAD”), Records Management System (“RMS”), and a Mobile Automations system since 2006.

3. A Standard Software Maintenance Agreement (“SSMA”) from Tyler Technologies, Inc. is essential to maintain the operation of the proprietary system currently in place.

4. Tyler Technologies, Inc. has invoiced the Police Department for annual maintenance pursuant to the agreement entered into on or about January 24, 2017 in the amount of $139,431.66. This amount is an approximate increase of 3.8% from the previous annual maintenance agreement.

5. Since the software is proprietary no other public safety CAD/RMS provider would be capable of providing support and/or maintenance for the system currently in place.

6. The approximate cost to replace the CAD/RMS with another provider is estimated to be approximately $740,000.

7. The current system meets or exceeds the Police Department’s needs.

FISCAL IMPACT

The Police Chief has budgeted for this anticipated expense with Asset Forfeiture funds for Fiscal Year 2018/19.

CONCLUSION

The Police Chief is recommending that the Agreement with Tyler Technologies, Inc., entered into on or about January 24, 2017, be approved for an additional annual term beginning January 24, 2018 to January 24, 2019.

ATTACHMENT

Agreement No. 2848 – Tyler Technologies, Inc.

AGREEMENT 2848

Support Agreement

This Support Agreement is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, Tyler and Client are parties to an original agreement ("Agreement") under which Client licensed the New World software itemized therein; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Agreement.

2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Agreement.

3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.

4. This Support Agreement shall be governed by and construed in accordance with the terms and conditions of the Agreement.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Agreement as of the dates set forth below.

Tyler Technologies, Inc.

By: _____

Name: Greg Sebastian

Title: President, Public Safety Division

Date: 1/20/17

Client: Montebello, CA (Aegis)

By: _____

Name: FRANCESCA TUCKER-SCHUYLER

Title: CITY MANAGER

Date: 1/24/2017

Exhibit 1
Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the applicable invoice. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 a) provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m (Eastern Time Zone)

   b) emergency 24-hour per day telephone support, for New World CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.

tyler technologies

Exhibit 1
Schedule A
Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

(a) **Priority 1**: *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

(b) **Priority 2**: *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

(c) **Priority 3**: *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

SUBJECT: MuniTemps Services (Finance Administrator) and Budget Appropriation Resolution

DATE: July 25, 2018

RECOMMENDATION

That the City Council approve the budget appropriation for estimated costs related to the temporary staffing needs of the City.

BACKGROUND

Being consistent with City Council's direction, Acting City Manager is seeking City Council approval to extend retaining MuniTemps to provide administrative services (Finance Administrator) for the temporary staffing needs of the Finance Department. City resolution 17-40 limits the Acting City Manager's signing authority on any agreement to $20,000. Therefore, the Acting City Manager is requesting the City Council's approval to exceed the threshold to pay for the interim services for six months.

ANALYSIS

An agreement with MuniTemps was signed in February 2018. The City hired MuniTemps to provide assistance to the Acting City Manager with Finance Administration. The Finance Administrator has been assisting the Finance Department with managerial service needs within the Finance Department in the absence of a full time Director. The cost is being allocated between the General Fund (75%) and the Transit Fund (25%).

The approved budget for FY 2018/19 includes the funding for the frozen position of a Director of Finance. Part of the budgeted salary used for this position is being requested to be transferred to outside contracts to cover the Finance Administrator's portion for six months. The Transit portion is being requested from the Transit reserves. A budget appropriation is needed in order to fund these services for the six month period for FY 2018/19.

FISCAL IMPACTS

The temporary staffing costs of the Finance Administrator will be allocated between the General Fund (75%) and Transit Fund (25%). A budget appropriation is needed in order to fund this service for the next six months of FY 2018/19. The total anticipated cost for the six months is $113,880; $85,410 (General) & $28,470 (Transit). The approved budget for FY 2018/19 includes the frozen position of a Director of Finance. Therefore, no general fund reserves will be requested to cover the cost. The Transit portion will be transferred from Transit reserves.

SUMMARY

The City Council will consider for approval the budget appropriation for expenses related to the temporary staffing needs of the City.

ATTACHMENT

Budget Appropriation Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MONTEBELLO AUTHORIZING THE APPROPRIATION OF FUNDS FOR EXPENSES RELATED TO THE TEMPORARY STAFFING NEEDS OF THE CITY

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

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

FROM		TO	
Account Number	Amount	Account Number	Amount
100-40-400-5000.10 (Regular Salaries)	$85,410	100-40-400-6040.10 (Outside Contracts Expense)	$85,410
600-2900 (Transit Fund Reserve)	$28,470	600-90-900-6040.10 (Outside Contracts Expense)	$28,470

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

ADOPTED AND APPROVED this 25th day of July, 2018.

_____
Vanessa Delgado, Mayor

ATTEST

_____
Irma Barajas, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

DATE: July 25, 2018

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: Claims Against The City

The following claim(s) fall under the City's Self-Insurance liability program and have been placed on the agenda for denial:

1. M. Perez v. City of Montebello

   Claimant was riding the City bus standing near rear of bus next to medal pole. Claimant alleges the bus operator negligently slammed on brakes causing the claimant to fall. Medical assistance was contacted and claimant was transported by ambulance to Beverly Hospital. Claimant continued treating with a chiropractor for injuries to knee and shoulder. The accident was investigated and deemed to be 'minor preventable'. Claimants attorney submitted claim 28 days prior to the 6 month statue.

   Amount claimed: $25,000.00

CITY OF MONTEBELLO

July 25, 2018

TO: Honorable Mayor and City Council

FROM: Craig A. Koehler, Finance Administrator

SUBJECT: Monthly Investment Reports-June 2018

Attached are the Monthly Investment Reports listing investments for the City and the Successor Agency as of June 30, 2018. This report is in compliance with the City's Investment policy. Government Code Section 53646b(3) requires that the City Treasurer or Chief Fiscal Officer of the City report to its legislative body the City's ability to meet its expenditure requirements for the next six months. We estimate that the City will have sufficient liquidity and revenue to meet its expenditure requirements during the next six months.

wbq
Att:

ref:invest.doc

ITEM# 28

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
June 30, 2018

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	250,000.00	250,000.00	250,000.00	0.70	365	319	1.973	2.000
Certificates of Deposit - CU	762,964.90	762,964.90	762,964.90	2.14	365	201	1.803	1.828
Local Agency Investment Funds	29,999,963.17	29,999,963.17	29,999,963.17	84.08	1	1	1.874	1.900
Savings Accounts	4,666,736.86	4,666,736.86	4,666,736.86	13.08	1	1	1.795	1.820
Investments	**35,679,664.93**	**35,679,664.93**	**35,679,664.93**	**100.00%**	**11**	**8**	**1.863**	**1.889**

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	53,173.42	336,960.33	336,960.33
Average Daily Balance	**35,679,664.93**	**23,753,803.64**	
Effective Rate of Return	**1.81%**	**1.42%**	

ITEM# 28

Reporting period 06/01/2018-06/30/2018

Run Date: 07/10/2018 - 07:07

Portfolio GEN
CP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.6.1

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
June 30, 2018

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
22	22	EAST WEST BANK		05/16/2018	250,000.00	250,000.00	250,000.00	2.000		2.000	319	05/16/2019
		Subtotal and Average	**250,000.00**		**250,000.00**	**250,000.00**	**250,000.00**			**2.000**	**319**	
Certificates of Deposit - CU												
21	21	F&A FEDERAL CREDIT UNION		04/27/2018	263,964.90	263,964.90	263,964.90	2.100		2.100	300	04/27/2019
SYS19	SYS19	UNITED FEDERAL CREDIT UNION		07/25/2017	250,000.00	250,000.00	250,000.00	1.350		1.350	24	07/25/2018
20	20	ST. VINCENT'S MEDICAL FCU		04/02/2018	249,000.00	249,000.00	249,000.00	2.020		2.020	275	04/02/2019
		Subtotal and Average	**762,964.90**		**762,964.90**	**762,964.90**	**762,964.90**			**1.828**	**201**	
Local Agency Investment Funds												
SYS200	200	STATE OF CALIFORNIA			29,999,963.17	29,999,963.17	29,999,963.17	1.900		1.900	1	
		Subtotal and Average	**29,999,963.17**		**29,999,963.17**	**29,999,963.17**	**29,999,963.17**			**1.900**	**1**	
Savings Accounts												
697530	500	F&A FEDERAL CREDIT UNION			5.38	5.38	5.38	0.500		0.500	1	
950516181	600	PACIFIC PREMIER/PLAZA BANK			4,666,731.48	4,666,731.48	4,666,731.48	1.820		1.820	1	
		Subtotal and Average	**4,666,736.86**		**4,666,736.86**	**4,666,736.86**	**4,666,736.86**			**1.820**	**1**	
		Total and Average	**35,679,664.93**		**35,679,664.93**	**35,679,664.93**	**35,679,664.93**			**1.889**	**8**	

ITEM# 28

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
June 1, 2018 through June 30, 2018

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Certificates of Deposit - Bank								
		Subtotal	**250,000.00**					**250,000.00**
Certificates of Deposit - CU								
		Subtotal	**762,964.90**					**762,964.90**
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	**29,999,963.17**					**29,999,963.17**
Savings Accounts (Monthly Summary)								
950516181	600	PACIFIC PREMIER/PLAZA BANK		1.820		5,610.99	5,610.99	
		Subtotal	**4,666,736.86**			**5,610.99**	**5,610.99**	**4,666,736.86**
		Total	**35,679,664.93**			**5,610.99**	**5,610.99**	**35,679,664.93**

ITEM# 28

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
June 2017 through June 2018

Month End	Year	Number of Securities	Total Invested	Yield to Maturity 360 Equivalent	Yield to Maturity 365 Equivalent	Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
June	2017	7	31,721,113.39	0.993	1.007	1.010	0	0	13	8
July	2017	8	24,773,276.17	1.052	1.066	1.080	1	1	16	13
August	2017	7	20,773,276.60	1.042	1.056	1.070	0	0	19	13
September	2017	7	18,773,277.02	1.075	1.090	1.120	0	0	21	13
October	2017	7	14,822,784.70	1.091	1.106	1.160	0	0	26	14
November	2017	7	11,622,785.12	1.092	1.107	1.190	0	0	33	15
December	2017	7	19,622,785.55	1.256	1.274	1.280	0	0	20	8
January	2018	7	26,147,931.22	1.335	1.354	1.380	0	0	15	5
February	2018	7	29,147,931.61	1.401	1.421	1.460	0	0	14	4
March	2018	7	26,747,932.04	1.523	1.544	1.570	0	0	15	3
April	2018	9	31,824,664.93	1.674	1.697	1.720	2	2	13	7
May	2018	8	35,679,664.93	1.750	1.775	1.800	1	1	11	8
June	2018	7	35,679,664.93	1.863	1.889	1.900	0	0	11	8
	Average	**7**	**25,179,776.02**	**1.319%**	**1.337%**	**1.365**	**0**	**0**	**17**	**9**

ITEM# 28

CITY OF MONTEBELLO
Portfolio Management
Distribution of Investments By Type
June 2017 through June 2018

Security Type	June 2017	July 2017	August 2017	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	Average by Period
Certificates of Deposit - Bank	0.8	1.0	1.2	1.3	1.7	2.2	1.3	1.0	0.9	0.9	0.8	0.7	0.7	1.1%
Certificates of Deposit - CU	2.4	3.1	3.7	4.0	5.1	6.5	3.9	2.9	2.6	2.8	2.4	2.1	2.1	3.4%
Local Agency Investment Funds	82.1	77.1	72.7	69.8	61.7	51.2	71.1	78.3	80.5	78.8	82.2	84.1	84.1	74.9%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts	14.7	18.8	22.5	24.9	31.5	40.2	23.8	17.9	16.0	17.5	14.7	13.1	13.1	20.7%

ITEM# 28

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
June 30, 2018

	June 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	1,976.12	12,903.35
Plus Accrued Interest at End of Period	405.74	370.47
Less Accrued Interest at Beginning of Period	(824.49)	(5.58)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	1,557.37	13,268.24
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	1,557.37	13,268.24
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	5,610.99	260,344.28
Plus Accrued Interest at End of Period	119,163.97	119,163.97
Less Accrued Interest at Beginning of Period	(73,158.91)	(55,816.16)
Interest Earned during Period	51,616.05	323,692.09
Total Interest Earned during Period	**53,173.42**	**336,960.33**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**53,173.42**	**336,960.33**

ITEM# 28

CITY OF MONTEBELLO
INVESTMENT PORTFOLIO DETAIL-INVESTMENTS
June-18

GENERAL FUND		5/31/18	-	-	-	-	-	-	BALANCE		
											MAX. %
LOCAL AGENCY INVESTMENT FUNDS											
STATE OF CALIFORNIA		29,999,963.17							29,999,963.17	84.08%	$30M
	SUBTOTAL	29,999,963.17	0.00	0.00	0.00	0.00	0.00	0.00	29,999,963.17	84.08%	
FEDERAL AGENCY ISSUES											
FAI		0.00							0.00	0.00%	
FAI		0.00							0.00	0.00%	
FAI		0.00							0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00%	50.00%
CERTIFICATE OF DEPOSITS (CDs)											
CD		0.00							0.00	0.00%	
F&A FCU (4/27/18-4/27/19) @ 2.10%		263,964.90							263,964.90	0.74%	
East West Bank (5/16/18-5/16/19) @ 2.00%		250,000.00							250,000.00	0.70%	
CD		0.00							0.00	0.00%	
United Federal Credit Union (7/25/17-7/25/18) @ 1.35%		250,000.00							250,000.00	0.70%	
St. Vincent's Medical FCU (4/2/18-4/2/19) @ 2.05%		249,000.00							249,000.00	0.70%	
	SUBTOTAL	1,012,964.90	0.00	0.00	0.00	0.00		0.00	1,012,964.90	2.84%	None
CREDIT UNION SAVINGS ACCOUNTS											
F&A FCU Savings (opened 4/28/14)		5.38							5.38	0.00%	
Savings		0.00							0.00	0.00%	
	SUBTOTAL	5.38	0.00	0.00	0.00	0.00		0.00	5.38	0.00%	None
TREASURY SECURITIES											
T-Bill		0.00							0.00	0.00%	
T-Bill		0.00							0.00	0.00%	
T-Bill		0.00							0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00%	60.00%
MONEY MARKET FUNDS											
Pacific Premier Bank*/Plaza Bank (opened 5/30/17)		4,666,731.48							4,666,731.48	13.08%	
MMF		0.00							0.00	0.00%	
	SUBTOTAL	4,666,731.48	0.00	0.00	0.00	0.00		0.00	4,666,731.48	13.08%	25.00%
TOTAL GENERAL INVESTMENTS		35,679,664.93	0.00	0.00	0.00	0.00		0.00	35,679,664.93	100.00%	

*11/1/17 - Plaza Bank officially became part of Pacific Premier Bank

Total cash balance is reported on the Monthly Cash Report

ITEM# 28

INVESTMENT PORTFOLIO CHANGES

GENERAL FUND

	Apr-18 Monthly	Majority Sources of Revenue
Beginning Balance:	$26,747,932.04	
4/13/18	$72,946.90	LAIF Investment Interest
4/24/18	$5,000,000.00	LAIF Deposit;Property Tax/Sales Tax
4/27/18	(259,164.44)	CD Maturity
4/27/18	$263,964.90	CD Rollover
4/27/18	($1,014.85)	Transfer Savings to CD
4/30/18	$0.38	Savings Account Interest
Ending Balance:	$31,824,664.93	**$5,076,732.89 Monthly Difference**

	May-18 Monthly	Majority Sources of Revenue
Beginning Balance:	$31,824,664.93	
5/29/18	$3,855,000.00	LAIF Deposit;Property Tax
Ending Balance:	$35,679,664.93	**$3,855,000.00 Monthly Difference**

	Jun-18 Monthly	Majority Sources of Revenue
Beginning Balance:	$35,679,664.93	
Ending Balance:	$35,679,664.93	**$0.00 Monthly Difference**

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.asp
July 02, 2018

CITY OF MONTEBELLO

CITY CONTROLLER
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

June 2018 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	29,999,963.17
Total Withdrawal:	0.00	Ending Balance:	29,999,963.17

ITEM# 28

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
June 30, 2018

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	8,404,080.30	8,404,080.30	8,404,080.30	100.00	1	1	1.874	1.900
Investments	**8,404,080.30**	**8,404,080.30**	**8,404,080.30**	**100.00%**	**1**	**1**	**1.874**	**1.900**

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	8,310.73	53,279.07	53,279.07
Average Daily Balance	**5,570,746.97**	**3,949,050.18**	
Effective Rate of Return	**1.82%**	**1.35%**	

ITEM# 28

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
June 30, 2018

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS100	100	STATE OF CALIFORNIA			8,404,080.30	8,404,080.30	8,404,080.30	1.900		1.900	1	
		Subtotal and Average	**5,570,746.97**		**8,404,080.30**	**8,404,080.30**	**8,404,080.30**			**1.900**	**1**	
		Total and Average	**5,570,746.97**		**8,404,080.30**	**8,404,080.30**	**8,404,080.30**			**1.900**	1	

ITEM# 28

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
June 1, 2018 through June 30, 2018

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
SYS100	100	STATE OF CALIFORNIA		1.900		5,000,000.00	0.00	
		Subtotal	**3,404,080.30**			**5,000,000.00**	**0.00**	**8,404,080.30**
		Total	**3,404,080.30**			**5,000,000.00**	**0.00**	**8,404,080.30**

ITEM# 28

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
June 2017 through June 2018

Month End	Year	Number of Securities	Total Invested	Yield to Maturity 360 Equivalent	Yield to Maturity 365 Equivalent	Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
June	2017	1	7,357,878.27	0.996	1.010	1.010	0	0	1	1
July	2017	1	7,368,507.15	1.065	1.080	1.080	0	0	1	1
August	2017	1	3,168,507.15	1.075	1.090	1.090	0	0	1	1
September	2017	1	3,168,507.15	1.105	1.120	1.120	0	0	1	1
October	2017	1	3,183,756.04	1.105	1.120	1.120	0	0	1	1
November	2017	1	3,183,756.04	1.174	1.190	1.190	0	0	1	1
December	2017	1	2,683,756.04	1.262	1.280	1.280	0	0	1	1
January	2018	1	2,693,105.56	1.361	1.380	1.380	0	0	1	1
February	2018	1	3,393,105.56	1.440	1.460	1.460	0	0	1	1
March	2018	1	3,393,105.56	1.548	1.570	1.570	0	0	1	1
April	2018	1	3,404,080.30	1.696	1.720	1.720	0	0	1	1
May	2018	1	3,404,080.30	1.775	1.800	1.800	0	0	1	1
June	2018	1	8,404,080.30	1.874	1.900	1.900	0	0	1	1
	Average	**1**	**4,215,863.49**	**1.344%**	**1.363%**	**1.363**	**0**	**0**	**1**	**1**

ITEM# 28

SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
June 2017 through June 2018

Security Type	June 2017	July 2017	August 2017	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0%
Money Market Funds														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Savings Accounts														

ITEM# 28

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
June 30, 2018

	June 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	46,202.03
Plus Accrued Interest at End of Period	17,752.33	17,752.33
Less Accrued Interest at Beginning of Period	(9,441.60)	(10,675.29)
Interest Earned during Period	8,310.73	53,279.07
Total Interest Earned during Period	**8,310.73**	**53,279.07**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**8,310.73**	**53,279.07**

ITEM# 28

Successor Agencies of the City of Montebello
INVESTMENT PORTFOLIO DETAIL-INVESTMENTS
June-18

Successor Agencies of the City of Montebello		5/31/18	6/18/18					BALANCE		
LOCAL AGENCY INVESTMENT FUNDS										
STATE OF CALIFORNIA		3,404,080.30	5,000,000.00					8,404,080.30	100.00%	$30M
	SUBTOTAL	3,404,080.30	5,000,000.00	0.00	0.00	0.00	0.00	8,404,080.30	100.00%	
FEDERAL AGENCY ISSUES										
FAI		0.00						0.00	0.00%	
FAI		0.00						0.00	0.00%	
FAI		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	50.00%
CERTIFICATE OF DEPOSITS (CDs)										
CD		0.00						0.00	0.00%	
CD		0.00						0.00	0.00%	
CD		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	NONE
SAVINGS ACCOUNTS										
Savings		0.00						0.00	0.00%	
Savings		0.00						0.00	0.00%	
Savings		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	NONE
TREASURY SECURITIES										
T-Bill		0.00						0.00	0.00%	
T-Bill		0.00						0.00	0.00%	
T-Bill		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	80.00%
MONEY MARKET FUND										
MMF		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25.00%
TOTAL CRA INVESTMENTS		3,404,080.30	5,000,000.00	0.00	0.00	0.00	0.00	8,404,080.30	100.00%	

Total cash balance is reported on the Monthly Cash Report

ITEM# 28

INVESTMENT PORTFOLIO CHANGES

SUCCESSOR AGENCY AND HOUSING SUCCESSOR AGENCY INVESTMENT BALANCE

	Apr-18 Monthly		
Beginning Balance	$3,393,105.56		
4/13/18	$10,974.74	LAIF Investment Interest	
Ending Balance:	$3,404,080.30	**$10,974.74**	**Monthly Difference**

	May-18 Monthly		
Beginning Balance	$3,404,080.30		
Ending Balance:	$3,404,080.30	**$0.00**	**Monthly Difference**

	Jun-18 Monthly		
Beginning Balance	$3,404,080.30		
6/18/18	$5,000,000.00	LAIF Deposit;ROPS	
Ending Balance:	$8,404,080.30	**$5,000,000.00**	**Monthly Difference**

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.asp
July 02, 2018

S/A CITY OF MONTEBELLO FOR MONTEBELLO
REDEVELOPMENT AGENCY
DIRECTOR OF FINANCE
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

June 2018 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
6/18/2018	6/18/2018	RD			5,000,000.00

Account Summary

Total Deposit:	5,000,000.00	Beginning Balance:	3,404,080.30
Total Withdrawal:	0.00	Ending Balance:	8,404,080.30

ITEM# 28

CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF JUNE 30, 2018

BANK OF THE WEST

	Account Number	Account Name	6/30/18	Type	Purpose
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	$1,309,811.25	S	Checking Account
2	XXXX-XX093	Successor Agency of the City of Montebello	$555,245.99	S	Checking Account
3	XXXX-71041	City of Montebello	$367,720.78	G	Checking Account (Recreation On-line payments)
4	XXXX-00184	City of Montebello - FSA	$12,045.72	T	Checking Account (Flexible Spending Account)
5	XXXX-XX079	Liability Account	$46,555.63	G	Disbursement of Liability Checks
6	XXXX-XX331	General	$8,135,057.82	G	Disbursement of City issued checks (AP/Payroll)
7	XXXX-XX554	Workers' Compensation	$111,357.02	G	Disbursement of Workers Compensation Checks
8	XXXX-XX287	Trust & Agency	$1,184,651.46	T	Holding Account
9	XXXX-XX803	Police Retiree Health Account	$893,926.21	T	Interest Checking;T&A Holding Acct 1% per MOU
10	XXXX-XX267	Payroll	$0.00	G	Checking Account;Process checks for Payroll
11	XXXX-XX362	Fire Retiree Health Account	$401,645.24	T	Interest Checking;T&A Holding Acct 1% per MOU
			$13,018,017.12		

STATE OF CALIFORNIA

	Account Number	Account Name	6/30/18	Type	Purpose
1	XX-XX-551	General	$29,999,963.17	G	Invest Idle Cash
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	$8,404,080.30	S	Invest Idle Cash
			$38,404,043.47		

EAST WEST BANK

	Account Number	Account Name	6/30/18	Type	Purpose
1	CD	Certificate of Deposit (5/15/17 - 5/15/18)	$250,000.00	G	Investment
			$250,000.00		

F&A FEDERAL CREDIT UNION

	Account Number	Account Name	6/30/18	Type	Purpose
1	XXXX30	Savings Account	$5.38	G	Interest Savings Account
2	CD	Certificate of Deposit (4/27/18 - 4/27/19)	$263,964.90	G	Investment
			$263,970.28		

ST. VINCENT'S MEDICAL FEDERAL CREDIT UNION

	Account Number	Account Name	6/30/18	Type	Purpose
1	CD	Certificate of Deposit (4/2/18 - 4/2/19)	$249,000.00	G	Investment
			$249,000.00		

UNITED FEDERAL CREDIT UNION

	Account Number	Account Name	6/30/18	Type	Purpose
1	CD	Certificate of Deposit (7/25/17 - 7/25/18)	$250,000.00	G	Investment
			$250,000.00		

PACIFIC PREMIER BANK/PLAZA BANK

	Account Number	Account Name	6/30/18	Type	Purpose
1	XXXXXX181	Money Market Fund	$4,666,731.48	G	Investment
			$4,666,731.48		

FIRST MERCANTILE TRUST

Account Number	Account Name	6/30/18	Type	Purpose
XXX-XX-X746	CORPORATE ACCOUNT	$13.00	M	401 a(h) employee benefit
XXX-XX-X999	TRUST ACCOUNT	$13,397.38	M	401 a(h) employee benefit
		$13,410.38		

Total General Cash/Investments	$44,340,356.18	G	General
Total SA Cash/Investments	$10,269,137.54	S	Successor Agencies
Total T&A Cash/Investments	$2,492,268.63	T	Trust & Agency
Total Trustee Cash	$13,410.38	M	401 a(h) Trust Accounts
Total Cash/Investments	$57,115,172.73		

ITEM# 28

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. 1450, consisting of six pages, and including

Warrant No. 578969 through 579192;

Warrant No. 1400;

Warrant No. 1014

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 25th DAY OF JULY, 2018.

_____
VANESSA DELGADO, Mayor

ATTEST:

_____
IRMA BARAJAS, City Clerk

CHECK REGISTER DETAIL SUMMARY

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
0770 - Housing Account					
1014	07/11/2018	$1,715.00	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
	Total	**$1,715.00**			
4331 - General Account					
578969	07/09/2018	$667.97	UTILITY SERVICES	1732	AT&T CORP.
578970	07/09/2018	$139.58	CONTRACT SERVICES	36870	CINTAS CORPORATION
578971	07/09/2018	$1,733.20	MACHINERY & EQUIPMENTS	61460	ENTRUST RESOURCES
578972	07/09/2018	$50.25	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
578973	07/09/2018	$1,791.94	VEHICLE MAINTENANCE/EXPENSES	40150	GENUINE PARTS COMPANY
578974	07/09/2018	$253.30	CONTRACT SERVICES	1323	IMS REFRIGERATION INC.
578975	07/09/2018	$12,000.00	INCURRED CLAIMS	2122	LAW OFFICES OF GOLDBERG & GAGE
578976	07/09/2018	$2,230.87	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
578977	07/09/2018	$13,000.00	INCURRED CLAIMS	44860	ISMAEL NAVARRO
578978	07/11/2018	$9,284.00	INSURANCE	42330	ALLIANT INSURANCE SERVICES, INC.
578979	07/11/2018	$3,959.30	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
578980	07/11/2018	$554.42	UTILITY SERVICES	38380	AT&T
578981	07/11/2018	$460.28	UTILITY SERVICES	39550	AT&T
578982	07/11/2018	$669.69	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
578983	07/11/2018	$1,982.44	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
578984	07/11/2018	$843.28	CONTRACT SERVICES	2057	CIGNA BEHAVIORAL HEALTH
578985	07/11/2018	$14,313.53	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO.
578986	07/11/2018	$4,432.50	CONTRACT SERVICES	1950	ANDREW PASMANT
578987	07/11/2018	$230,774.01	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
578988	07/11/2018	$7,524.97	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
578989	07/11/2018	$4,990.92	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
578990	07/12/2018	$14,032.50	CONTRACT SERVICES	76350	BUCKNAM & ASSOCIATES INC.

578991	07/12/2018	$470,750.42	INSURANCE	42330	ALLIANT INSURANCE SERVICES, INC.
578992	07/12/2018	$2,977.16	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
578993	07/12/2018	$61.32	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
578994	07/12/2018	$96.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
578995	07/12/2018	$795,388.00	INSURANCE	10730	CSAC EXCESS INSURANCE AUTHORITY
578996	07/12/2018	$134,654.00	INSURANCE	10730	CSAC EXCESS INSURANCE AUTHORITY
578997	07/12/2018	$516.25	ADVERTISING/PRINTING SERVICES	1847	DODGE DATA AND ANALYTICS LLC
578998	07/12/2018	$7,431.29	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
578999	07/12/2018	$466.43	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
579000	07/12/2018	$50.83	SUPPLIES	26500	PALARDY & MILLER AUTOBODY
579001	07/12/2018	$1,730.72	CONTRACT SERVICES	1950	ANDREW PASMANT
579002	07/12/2018	$183.41	CONTRACT SERVICES	53520	PRAXAIR
579003	07/12/2018	$84.26	MACHINERY & EQUIPMENTS	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
579004	07/12/2018	$84.26	MACHINERY & EQUIPMENTS	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
579005	07/12/2018	$49,898.39	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
579006	07/12/2018	$240.10	CONTRACT SERVICES	36350	SHRED-IT USA
579007	07/12/2018	$230.00	ADVERTISING/PRINTING SERVICES	6460	TRANSIT TALENT.COM
579008	07/12/2018	$196.36	SUPPLIES	45120	ULINE
579009	07/12/2018	$54.00	UTILITY SERVICES	23610	VERIZON WIRELESS
579010	07/12/2018	$112.01	UTILITY SERVICES	23610	VERIZON WIRELESS
579011	07/12/2018	$56.03	UTILITY SERVICES	23610	VERIZON WIRELESS
579012	07/12/2018	$2,591.71	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
579013	07/12/2018	$391.57	SUPPLIES	67320	WINZER CORPORATION
579014	07/18/2018	$1,700.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC.
579015	07/18/2018	$667.97	UTILITY SERVICES	1732	AT&T CORP.
579016	07/18/2018	$7.67	SUPPLIES	24200	AAT, INC.
579017	07/18/2018	$26,000.00	DUES & SUBSCRIPTIONS	15200	AMERICAN PUBLIC TRANSPORTATION ASSOCIATION
579018	07/18/2018	$650.00	SUPPLIES	53370	EUROFINS ANA LABORATORIES, INC.
579019	07/18/2018	$900.00	CONTRACT SERVICES	1429	JEFF ANAYA
579020	07/18/2018	$3,106.54	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
579021	07/18/2018	$3,742.63	UTILITY SERVICES	39550	AT&T
579022	07/18/2018	$63.00	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES

579023	07/18/2018	$236,254.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES/ATHENS
579024	07/18/2018	$4,656.82	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
579025	07/18/2018	$8,250.20	TRAVEL & MEETINGS	13240	BANKCARD CENTER
579026	07/18/2018	$850.00	CONTRACT SERVICES	2102	JOHN P BEROKOFF
579027	07/18/2018	$150.00	TRAINING	1498	LISA M BUSTOS
579028	07/18/2018	$995.00	CONTRACT SERVICES	61240	CARD INTEGRATORS CORPORATION
579029	07/18/2018	$1,766.00	DUES & SUBSCRIPTIONS	3900	CALIFORNIA POLICE CHIEFS ASSOCIATION
579030	07/18/2018	$672.00	DUES & SUBSCRIPTIONS	33910	CALIFORNIA RESERVE PEACE OFFICER ASSOCIATION
579031	07/18/2018	$54.81	PERMITS AND FEES	49090	CALIFORNIA STATE BOARD EQUALIZATION
579032	07/18/2018	$2,697.18	PERMITS AND FEES	49090	CALIFORNIA STATE BOARD EQUALIZATION
579033	07/18/2018	$9,038.89	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
579034	07/18/2018	$818.40	CONTRACT SERVICES	40850	MARIA E. CASAS
579035	07/18/2018	$29.05	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579036	07/18/2018	$46.04	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
579037	07/18/2018	$150.00	TRAINING	476	MARIA CHAVEZ
579038	07/18/2018	$233.14	CONTRACT SERVICES	36870	CINTAS CORPORATION
579039	07/18/2018	$471.07	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
579040	07/18/2018	$2,682.76	CONTRACT SERVICES	24230	COASTLINE EQUIPMENT
579041	07/18/2018	$9,716.62	CONTRACT SERVICES	56540	STEVE HINES NO. 1,LLC
579042	07/18/2018	$77,026.89	VEHICLE PURCHASES	2020	COURTESY CHEVROLET CENTER, INC.
579043	07/18/2018	$142.80	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
579044	07/18/2018	$1,500.00	MACHINERY & EQUIPMENTS	1855	DARKTRACE LIMITED
579045	07/18/2018	$298.00	GENERAL	76360	DIVISION OF THE STATE ARCHITECT
579046	07/18/2018	$1,032.50	ADVERTISING/PRINTING SERVICES	1847	DODGE DATA AND ANALYTICS LLC
579047	07/18/2018	$154,451.28	CONTRACT SERVICES	30170	CITY OF DOWNEY
579048*	07/18/2018	$300.00	ADVERTISING/PRINTING SERVICES	2123	ENDEAVOR BUSINESS MEDIA LLC.
579049	07/18/2018	$33.80	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
579050	07/18/2018	$149.80	SUPPLIES	38020	FLEET PRIDE, INC.
579051	07/18/2018	$23,100.00	DUES & SUBSCRIPTIONS	30550	GATEWAY CITIES COUNCIL OF GOVERNMENTS
579052	07/18/2018	$15,000.00	DUES & SUBSCRIPTIONS	1447	GATEWAY WATER MANAGEMENT AUTHORITY
579053	07/18/2018	$1,097.39	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIG
579054	07/18/2018	$131.33	SUPPLIES	999	GLENDALE PLUMBING AND FIRE SUPPLY, INC.

579055	07/18/2018	$117.17	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
579056	07/18/2018	$150.00	TRAINING	35540	BRAD KELLER
579057	07/18/2018	$3,775.00	TRAINING	16760	LIEBERT CASSIDY WHITMORE
579058	07/18/2018	$595.00	CONTRACT SERVICES	750	LIFTECH ELEVATOR SERVICES, INC
579059	07/18/2018	$4,143.00	CONTRACT SERVICES	47110	LM SYSTEMS
579060	07/18/2018	$2,955.99	PERMITS AND FEES	56240	LOS ANGELES COUNTY
579061	07/18/2018	$200.00	TRAINING	56630	LOS ANGELES COUNTY POLICE CHIEFS' ASSOCIATION
579062	07/18/2018	$200.00	REFUND	1466	MANUEL P LUNA
579063	07/18/2018	$19,049.43	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA, INC
579064	07/18/2018	$672.94	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
579065	07/18/2018	$263.59	CONTRACT SERVICES	42040	MONTEBELLO GLASS & MIRROR CO.
579066	07/18/2018	$13,962.98	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
579067	07/18/2018	$30,000.00	CONTRACT SERVICES	14890	MONTEBELLO TOWN CENTER INVESTORS, LLC
579068	07/18/2018	$388.26	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
579069	07/18/2018	$7,665.00	CONTRACT SERVICES	1658	GOVERNMENT STAFFING SERVICES, INC.
579070	07/18/2018	$56,331.34	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
579071	07/18/2018	$650.00	TRAINING	44860	ISMAEL NAVARRO
579072	07/18/2018	$311.99	SUPPLIES	49850	NORTHERN TOOL & EQUIPMENT CO.
579073	07/18/2018	$578.37	SUPPLIES	15620	OFFICE DEPOT
579074*	07/18/2018	$900.00	CONTRACT SERVICES	2132	TYSON ORMONDE
579075	07/18/2018	$2,391.48	ADVERTISING/PRINTING SERVICES	75280	PGI, INC
579076	07/18/2018	$275.39	SUPPLIES	13010	PAR WEST TURF SERVICES, INC,
579077	07/18/2018	$332.16	TRAVEL & MEETINGS	1950	ANDREW PASMANT
579078*	07/18/2018	$150.00	CONTRACT SERVICES	2133	BRENDA PELLERIN
579079	07/18/2018	$30.26	UTILITY SERVICES	100	PICO WATER DISTRICT
579080	07/18/2018	$56.99	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
579081	07/18/2018	$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
579082	07/18/2018	$4,756.82	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
579083	07/18/2018	$24,174.13	FUEL	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
579084	07/18/2018	$40.00	CONTRACT SERVICES	1848	SECURITY DESIGN SYSTEMS
579085	07/18/2018	$2,169.93	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC.
579086	07/18/2018	$1,455.09	SUPPLIES	17650	SIMPLOT PARTNERS

579087	07/18/2018	$296.40	SUPPLIES	43230	SIRCHIE ACQUISITION COMPANY, LLC
579088	07/18/2018	$147,754.68	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
579089	07/18/2018	$14,267.14	FRINGE BENEFITS	25850	STANDARD INSURANCE COMPANY
579090	07/18/2018	$123.19	MACHINERY & EQUIPMENTS	1933	STRICTLY TECHNOLOGY LLC.
579091	07/18/2018	$229.00	DUES & SUBSCRIPTIONS	4020	TORO NSN
579092*	07/18/2018	$1,150.00	CONTRACT SERVICES	2131	MIGUEL TORRES
579093	07/18/2018	$626.82	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
579094	07/18/2018	$750.00	PERMITS AND FEES	3680	TRAINING INNOVATIONS, INC.
579095	07/18/2018	$17,090.50	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS, INC.
579096	07/18/2018	$21,840.00	CONTRACT SERVICES	49910	TRANSTRACK SYSTEMS, LLC
579097	07/18/2018	$203.05	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
579098	07/18/2018	$1,920.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
579099	07/18/2018	$3,500.00	CONTRACT SERVICES	75020	VASQUEZ & CO.,LLP
579100	07/18/2018	$978.64	UTILITY SERVICES	23610	VERIZON WIRELESS
579101	07/18/2018	$125.57	UTILITY SERVICES	23610	VERIZON WIRELESS
579102	07/18/2018	$3,715.59	UTILITY SERVICES	23610	VERIZON WIRELESS
579103	07/18/2018	$38.01	UTILITY SERVICES	23610	VERIZON WIRELESS
579104	07/18/2018	$200.05	UTILITY SERVICES	23610	VERIZON WIRELESS
579105	07/18/2018	$249.66	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
579106	07/18/2018	$3,540.00	PERMITS AND FEES	69930	WEBIPLEX INCORPORATED
579107	07/18/2018	$450.00	CONTRACT SERVICES	1829	WESLEY A. WHITEHEAD
579108	07/18/2018	$25,778.41	CONTRACT SERVICES	1631	YORK RISK SERVICES GROUP, INC.
579109	07/18/2018	$600.00	CONTRACT SERVICES	9070	ERVIN L. YOUNGBLOOD
579110	07/18/2018	$85,857.15	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
579111	07/18/2018	$50.00	REFUND	2130	JESSICA AGUILAR
579112	07/18/2018	$3,974.25	CONTRACT SERVICES	1953	JOSE ANTONIO AGUIRRE
579113	07/18/2018	$34,904.74	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
579114	07/18/2018	$1,100.00	CONTRACT SERVICES	1429	JEFF ANAYA
579115	07/18/2018	$26,298.30	CONTRACT SERVICES	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
579116	07/18/2018	$9,266.50	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
579117	07/18/2018	$2,456.23	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
579118	07/18/2018	$191.40	SUPPLIES	3320	BOB BARKER COMPANY INC.

579119	07/18/2018	$72.11	SUPPLIES	55870	DAVID C. MYSZA
579120*	07/18/2018	$3,038.50	CONTRACT SERVICES	2119	BETTER 4 YOU BREAKFAST, INC.
579121	07/18/2018	$1,149.61	SUPPLIES	159	BOUND TREE MEDICAL, LLC.
579122*	07/18/2018	$985.00	CONTRACT SERVICES	2066	BRENNAN ESTIMATING SERVICES, INC.
579123	07/18/2018	$1,086.13	SUPPLIES	61240	CARD INTEGRATORS CORPORATION
579124	07/18/2018	$448.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
579125	07/18/2018	$379.44	REFUND	2129	PHILIP CHANG
579126	07/18/2018	$1,149.75	SUPPLIES	1294	CINTAS CORPORATION NO. 2
579127	07/18/2018	$23,421.46	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
579128	07/18/2018	$872.95	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
579129	07/18/2018	$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
579130	07/18/2018	$275.00	CONTRACT SERVICES	34230	PHIL CULBERTSON
579131	07/18/2018	$83.00	REFUND	2126	LUCIA CORDON
579132	07/18/2018	$295.00	CONTRACT SERVICES	1729	AIRLINE MEDIA PRODUCTIONS, INC./CRITERION PICTURES
579133	07/18/2018	$100.00	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
579134	07/18/2018	$430.57	SUPPLIES	70920	DECALS BY DESIGN, INC.
579135	07/18/2018	$50.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
579136	07/18/2018	$611.81	VEHICLE MAINTENANCE/EXPENSES	25660	E-Z GO DIVISION OF TEXTRON
579137	07/18/2018	$1,205.92	SUPPLIES	40930	EASTMONT PAINT & DECORATING
579138	07/18/2018	$39.00	CONTRACT SERVICES	43720	ERGOMETRICS & APPLIED PERSONNEL RESEARCH,INC
579139	07/18/2018	$191.51	SUPPLIES	7610	EWING IRRIGATION PRODUCTS,INC.
579140	07/18/2018	$245.82	SUPPLIES	5390	THE FLAG SHOP
579141	07/18/2018	$250.00	REFUND	2127	DANIEL GARCIA
579142	07/18/2018	$1,344.62	SUPPLIES	1085	GARDEN VIEW INC.
579143	07/18/2018	$36,705.17	CONTRACT SERVICES	76070	GEO CORRECTIONS & DETENTION INC.
579144	07/18/2018	$688.14	SUPPLIES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.
579145	07/18/2018	$2,211.10	SUPPLIES	2059	HASA, INC.
579146	07/18/2018	$188.99	FUEL	17390	HAWK II ENVIRONMENTAL CORP.
579147	07/18/2018	$398.56	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
579148	07/18/2018	$272.24	SUPPLIES	15440	HOSE-MAN, INC.
579149	07/18/2018	$2,254.00	CONTRACT SERVICES	16520	I.D.R., INC.

579150	07/18/2018	$4,236.78	CONTRACT SERVICES	2001	LAW OFFICES OF DAVID J. WEISS
579151	07/18/2018	$4,721.26	SUPPLIES	26670	LIFE-ASSIST, INC.
579152	07/18/2018	$2,450.00	CONTRACT SERVICES	2015	LIGHTHOUSE SPORTS CENTER, LLC.
579153	07/18/2018	$1,961.95	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
579154	07/18/2018	$3,770.06	VEHICLE MAINTENANCE/EXPENSES	1153	LITTLEJOHN - REULAND CORPORATION
579155	07/18/2018	$250.00	REFUND	2128	GUADALUPE LOPEZ
579156	07/18/2018	$250.00	REFUND	1345	JANET LOPEZ
579157	07/18/2018	$267.39	CONTRACT SERVICES	4810	LOS ANGELES COUNTY
579158	07/18/2018	$2,400.00	CONTRACT SERVICES	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC
579159	07/18/2018	$4,950.00	CONTRACT SERVICES	644	MARTINEZ CONCRETE INC
579160	07/18/2018	$4,600.00	CONTRACT SERVICES	1797	MARTINEZ CONSULTING SERVICE LLC
579161	07/18/2018	$4,800.00	CONTRACT SERVICES	981	MICHAEL BAKER INTERNATIONAL, INC.
579162	07/18/2018	$19,644.48	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA, INC
579163	07/18/2018	$396.62	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
579164	07/18/2018	$5,994.50	CONTRACT SERVICES	1200	MOBILITY ADVANCEMENT GROUP
579165	07/18/2018	$87,747.31	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
579166	07/18/2018	$755.55	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
579167	07/18/2018	$2,873.93	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
579168	07/18/2018	$378.00	CONTRACT SERVICES	41180	MANUEL NUNEZ
579169	07/18/2018	$119.00	SUPPLIES	15620	OFFICE DEPOT
579170	07/18/2018	$503.33	SUPPLIES	26500	PALARDY & MILLER AUTOBODY
579171	07/18/2018	$71,943.30	CONTRACT SERVICES	42180	PCAM, LLC
579172	07/18/2018	$1,050.00	RETIREMENT	13680	PEERY & ASSOCIATES, INC.
579173*	07/18/2018	$350.00	CONTRACT SERVICES	2133	BRENDA PELLERIN
579174	07/18/2018	$120.25	CONTRACT SERVICES	53520	PRAXAIR
579175	07/18/2018	$35.00	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
579176	07/18/2018	$3,587.11	SUPPLIES	1925	CENTRAL SANITARY SUPPLY
579177	07/18/2018	$120.00	CONTRACT SERVICES	65000	JOAQUIN B. RENTERIA
579178	07/18/2018	$426.82	SUPPLIES	33740	S & S WORLDWIDE, INC.
579179	07/18/2018	$394,240.56	IMPROVEMENTS OTHER THAN BUILDING	20770	SEQUEL CONTRACTORS. INC.
579180	07/18/2018	$152.25	CONTRACT SERVICES	1868	SHEPPARD MULLIN RICHTER & HAMPTON LLP
579181	07/18/2018	$33,310.21	CONTRACT SERVICES	36290	SIEMENS INDUSTRY INC.

579182	07/18/2018	$360.26	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA, INC.
579183	07/18/2018	$360.00	DUES & SUBSCRIPTIONS	1448	SUPERIOR LIFE SUPPORT
579184*	07/18/2018	$1,084.49	SUPPLIES	2096	INTERLINE BRANDS INC./SUPPLYWORKS
579185*	07/18/2018	$7,980.55	CONTRACT SERVICES	2067	THE RIGHT CHOICE HEATING AND AIR, INC.
579186	07/18/2018	$229.00	DUES & SUBSCRIPTIONS	4020	TORO NSN
579187	07/18/2018	$685.00	CONTRACT SERVICES	2131	MIGUEL TORRES
579188	07/18/2018	$1,920.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
579189	07/18/2018	$4,002.95	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
579190	07/18/2018	$32,636.50	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
579191	07/18/2018	$3,070.31	CONTRACT SERVICES	22290	WESTERN ALLIED CORPORATION
579192	07/18/2018	$3,855.30	SUPPLIES	26850	ZUMAR INDUSTRIES, INC.
	Total	**$3,788,368.46**			

6093 - Successor Agency

1400	07/18/2018	$3,224.27	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
	Total	**$3,224.27**			

* Pursuant to Resolution #17-40 - Any new contract not submitted for approval by the City Council the first time a payment for any such contract is listed on a warrant register.

City of Montebello

Payment Register

CITY OF MONTEBELLO
REGISTER OF DEMANDS NO. 1450

From Payment Date: 7/4/2018 - To Payment Date: 7/18/2018

Number	Date	Payee Name	Transaction Amount
0770 - Housing Account			
Check			
1014	07/11/2018	TIERRA WEST ADVISORS	$1,715.00
Type Check Totals:			$1,715.00
0770 - Housing Account Totals			
4331 - General Account			
Check			
578969	07/09/2018	ACC BUSINESS	$667.97
578970	07/09/2018	CINTAS CORPORATION	$139.58
578971	07/09/2018	ENTRUST RESOURCES	$1,733.20
578972	07/09/2018	FEDERAL EXPRESS CORPORATION	$50.25
578973	07/09/2018	GENUINE PARTS COMPANY	$1,791.94
578974	07/09/2018	IMS REFRIGERATION INC.	$253.30
578975	07/09/2018	LAW OFFICES OF GOLDBERG & GAGE	$12,000.00
578976	07/09/2018	MONTEBELLO TIRE PROS	$2,230.87
578977	07/09/2018	NAVARRO, ISMAEL	$13,000.00
578978	07/11/2018	ALLIANT INSURANCE SERVICES, INC.	$9,284.00
578979	07/11/2018	APPLE ONE EMPLOYMENT SERVICES	$3,959.30
578980	07/11/2018	AT&T	$554.42
578981	07/11/2018	AT&T	$460.28
578982	07/11/2018	BIRCH COMMUNICATIONS	$669.69
578983	07/11/2018	CALIFORNIA WATER SERVICE COMPANY	$1,982.44
578984	07/11/2018	CIGNA BEHAVIORAL HEALTH	$843.28
578985	07/11/2018	MONTEBELLO LAND & WATER CO.	$14,313.53
578986	07/11/2018	PASMANT, ANDREW	$4,432.50
578987	07/11/2018	SAN GABRIEL VALLEY WATER CO.	$230,774.01
578988	07/11/2018	SOUTH MONTEBELLO IRRIGATION DISTRICT	$7,524.97
578989	07/11/2018	SOUTHERN CALIFORNIA EDISON	$4,990.92
578990	07/12/2018	BUCKNAM & ASSOCIATES INC.	$14,032.50
578991	07/12/2018	ALLIANT INSURANCE SERVICES, INC.	$470,750.42
578992	07/12/2018	APPLE ONE EMPLOYMENT SERVICES	$2,977.16
578993	07/12/2018	ARTE PRINTING	$61.32
578994	07/12/2018	CALIFORNIA DEPARTMENT OF JUSTICE	$96.00
578995	07/12/2018	CSAC EXCESS INSURANCE AUTHORITY	$795,388.00
578996	07/12/2018	CSAC EXCESS INSURANCE AUTHORITY	$134,654.00
578997	07/12/2018	DODGE DATA AND ANALYTICS LLC	$516.25
578998	07/12/2018	MONTEBELLO TIRE PROS	$7,431.29
578999	07/12/2018	MUNCIE TRANSIT SUPPLY	$466.43
579000	07/12/2018	PALARDY & MILLER AUTOBODY	$50.83
579001	07/12/2018	PASMANT, ANDREW	$1,730.72
579002	07/12/2018	PRAXAIR	$183.41
579003	07/12/2018	RICOH AMERICAS CORP.	$84.26
579004	07/12/2018	RICOH AMERICAS CORP.	$84.26

City of Montebello

Payment Register

From Payment Date: 7/4/2018 - To Payment Date: 7/18/2018

Number	Date	Payee Name	Transaction Amount
579005	07/12/2018	SAWYER PETROLEUM	$49,898.39
579006	07/12/2018	SHRED-IT USA LLC.	$240.10
579007	07/12/2018	TRANSIT TALENT.COM	$230.00
579008	07/12/2018	ULINE,INC.	$196.36
579009	07/12/2018	VERIZON WIRELESS	$54.00
579010	07/12/2018	VERIZON WIRELESS	$112.01
579011	07/12/2018	VERIZON WIRELESS	$56.03
579012	07/12/2018	WAYNE ELECTRIC COMPANY	$2,591.71
579013	07/12/2018	WINZER CORPORATION	$391.57
579014	07/18/2018	923 MEDIA GROUP INC.	$1,700.00
579015	07/18/2018	ACC BUSINESS	$667.97
579016	07/18/2018	ALL AMERICAN TROPHY & ENGRAVING COMPANY	$7.67
579017	07/18/2018	AMERICAN PUBLIC TRANSPORTATION ASSOCIATION	$26,000.00
579018	07/18/2018	ANA LABORATORIES, INC.	$650.00
579019	07/18/2018	ANAYA, JEFF	$900.00
579020	07/18/2018	APPLE ONE EMPLOYMENT SERVICES	$3,106.54
579021	07/18/2018	AT&T	$3,742.63
579022	07/18/2018	AT&T TELECONFERENCE SERVICES	$63.00
579023	07/18/2018	ATHENS SERVICES	$236,254.40
579024	07/18/2018	AVANT GARDE	$4,656.82
579025	07/18/2018	BANKCARD CENTER	$8,250.20
579026	07/18/2018	BEROKOFF ELECTRIC	$850.00
579027	07/18/2018	BUSTOS, LISA , M	$150.00
579028	07/18/2018	C.I. SOLUTIONS	$995.00
579029	07/18/2018	CALIFORNIA POLICE CHIEFS ASSOCIATION	$1,766.00
579030	07/18/2018	CALIFORNIA RESERVE PEACE OFFICER ASSOCIATION	$672.00
579031	07/18/2018	CALIFORNIA STATE BOARD EQUALIZATION	$54.81
579032	07/18/2018	CALIFORNIA STATE BOARD EQUALIZATION	$2,697.18
579033	07/18/2018	CALIFORNIA WATER SERVICE COMPANY	$9,038.89
579034	07/18/2018	CASAS, MARIA E	$818.40
579035	07/18/2018	CHARTER COMMUNCIATIONS	$29.05
579036	07/18/2018	CHARTER COMMUNCIATIONS	$46.04
579037	07/18/2018	CHAVEZ, MARIA	$150.00
579038	07/18/2018	CINTAS CORPORATION	$233.14
579039	07/18/2018	CLEAN SWEEP SUPPLY CO. INC	$471.07
579040	07/18/2018	COASTLINE EQUIPMENT	$2,682.76
579041	07/18/2018	COMPLETE PAPERLESS SOLUTIONS	$9,716.62
579042	07/18/2018	COURTESY CHEVROLET CENTER, INC.	$77,026.89
579043	07/18/2018	DAILY JOURNAL CORPORATION	$142.80
579044	07/18/2018	DARKTRACE LIMITED	$1,500.00
579045	07/18/2018	DIVISION OF THE STATE ARCHITECT	$298.00
579046	07/18/2018	DODGE DATA AND ANALYTICS LLC	$1,032.50
579047	07/18/2018	DOWNEY, CITY	$154,451.28

City of Montebello

Payment Register

From Payment Date: 7/4/2018 - To Payment Date: 7/18/2018

Number	Date	Payee Name	Transaction Amount
579048*	07/18/2018	ENDEAVOR BUSINESS MEDIA LLC.	$300.00
579049	07/18/2018	FEDERAL EXPRESS CORPORATION	$33.80
579050	07/18/2018	FLEET PRIDE, INC.	$149.80
579051	07/18/2018	GATEWAY CITIES COUNCIL OF GOVERNMENTS	$23,100.00
579052	07/18/2018	GATEWAY WATER MANAGEMENT AUTHORITY	$15,000.00
579053	07/18/2018	GILLIG LLC	$1,097.39
579054	07/18/2018	GLENDALE PLUMBING AND FIRE SUPPLY, INC.	$131.33
579055	07/18/2018	HD INDUSTRIES	$117.17
579056	07/18/2018	KELLER, BRAD	$150.00
579057	07/18/2018	LIEBERT CASSIDY WHITMORE	$3,775.00
579058	07/18/2018	LIFTECH ELEVATOR SERVICES, INC	$595.00
579059	07/18/2018	LM SYSTEMS	$4,143.00
579060	07/18/2018	LOS ANGELES COUNTY AUDITOR-CONTROLLER	$2,955.99
579061	07/18/2018	LOS ANGELES COUNTY POLICE CHIEFS' ASSOC.	$200.00
579062	07/18/2018	LUNA, MANUEL, P	$200.00
579063	07/18/2018	MICHELIN NORTH AMERICA, INC.	$19,049.43
579064	07/18/2018	MISSION LINEN SUPPLY	$672.94
579065	07/18/2018	MONTEBELLO GLASS & MIRROR CO.	$263.59
579066	07/18/2018	MONTEBELLO TIRE PROS	$13,962.98
579067	07/18/2018	MONTEBELLO TOWN CENTER INVESTORS, LLC	$30,000.00
579068	07/18/2018	MR. ROOTER PLUMBING	$388.26
579069	07/18/2018	MUNITEMPS	$7,665.00
579070	07/18/2018	NATIONWIDE ENVIRONMENTAL SERVICES	$56,331.34
579071	07/18/2018	NAVARRO, ISMAEL	$650.00
579072	07/18/2018	NORTHERN TOOL & EQUIPMENT CO.	$311.99
579073	07/18/2018	OFFICE DEPOT	$578.37
579074*	07/18/2018	ORMONDE, TYSON	$900.00
579075	07/18/2018	PACIFIC GRAPHICS INC.	$2,391.48
579076	07/18/2018	PAR WEST TURF SERVICES, INC,	$275.39
579077	07/18/2018	PASMANT, ANDREW	$332.16
579078*	07/18/2018	PELLERIN, BRENDA	$150.00
579079	07/18/2018	PICO WATER DISTRICT	$30.26
579080	07/18/2018	READY REFRESH BY NESTLE	$56.99
579081	07/18/2018	REDFLEX TRAFFIC SYSTEMS	$20,000.00
579082	07/18/2018	RICOH AMERICAS CORP.	$4,756.82
579083	07/18/2018	SAWYER PETROLEUM	$24,174.13
579084	07/18/2018	SECURITY DESIGN SYSTEMS	$40.00
579085	07/18/2018	SECURITY SIGNAL DEVICES INC.	$2,169.93
579086	07/18/2018	SIMPLOT PARTNERS	$1,455.09
579087	07/18/2018	SIRCHIE FINGER PRINT LABORATORIES	$296.40
579088	07/18/2018	SOUTHERN CALIFORNIA EDISON	$147,754.68
579089	07/18/2018	STANDARD INSURANCE COMPANY	$14,267.14
579090	07/18/2018	STRICTLY TECH	$123.19

City of Montebello

Payment Register

From Payment Date: 7/4/2018 - To Payment Date: 7/18/2018

Number	Date	Payee Name	Transaction Amount
579091	07/18/2018	TORO NSN	$229.00
579092*	07/18/2018	TORRES, MIGUEL	$1,150.00
579093	07/18/2018	TPX COMMUNICATIONS	$626.82
579094	07/18/2018	TRAINING INNOVATIONS, INC.	$750.00
579095	07/18/2018	TRANSTECH ENGINEERS, INC.	$17,090.50
579096	07/18/2018	TRANSTRACK SYSTEMS, LLC	$21,840.00
579097	07/18/2018	UNDERGROUND SERVICE ALERT OF SOUTHERN CA	$203.05
579098	07/18/2018	UNIQUE GENERAL SERVICES	$1,920.00
579099	07/18/2018	VASQUEZ & COMPANY LLP	$3,500.00
579100	07/18/2018	VERIZON WIRELESS	$978.64
579101	07/18/2018	VERIZON WIRELESS	$125.57
579102	07/18/2018	VERIZON WIRELESS	$3,715.59
579103	07/18/2018	VERIZON WIRELESS	$38.01
579104	07/18/2018	VERIZON WIRELESS	$200.05
579105	07/18/2018	WAYNE ELECTRIC COMPANY	$249.66
579106	07/18/2018	WEBIPLEX INC	$3,540.00
579107	07/18/2018	WHITEHEAD, WESLEY, A	$450.00
579108	07/18/2018	YORK RISK SERVICES GROUP, INC.	$25,778.41
579109	07/18/2018	YOUNGBLOOD & ASSOCIATES	$600.00
579110	07/18/2018	ADVANCED APPLIED ENGINEERING, INC.	$85,857.15
579111	07/18/2018	AGUILAR, JESSICA	$50.00
579112	07/18/2018	AGUIRRE, JOSE ANTONIO	$3,974.25
579113	07/18/2018	ALVAREZ-GLASMAN & COLVIN	$34,904.74
579114	07/18/2018	ANAYA, JEFF	$1,100.00
579115	07/18/2018	ATKINSON, ANDELSON, LOYA, RUUD	$26,298.30
579116	07/18/2018	AVANT GARDE	$9,266.50
579117	07/18/2018	AZTECA LANDSCAPE	$2,456.23
579118	07/18/2018	BARKER, BOB COMPANY INC.	$191.40
579119	07/18/2018	BEST BUY CHEMICAL & SUPPLY CO.	$72.11
579120*	07/18/2018	BETTER 4 YOU BREAKFAST, INC.	$3,038.50
579121	07/18/2018	BOUND TREE MEDICAL, LLC.	$1,149.61
579122*	07/18/2018	BRENNAN FIRE & SECURITY, INC.	$985.00
579123	07/18/2018	C.I. SOLUTIONS	$1,086.13
579124	07/18/2018	CALIFORNIA DEPARTMENT OF JUSTICE	$448.00
579125	07/18/2018	CHANG, PHILIP	$379.44
579126	07/18/2018	CINTAS CORPORATION NO. 2	$1,149.75
579127	07/18/2018	CLEAN ENERGY FUELS	$23,421.46
579128	07/18/2018	CLEAN SWEEP SUPPLY CO. INC	$872.95
579129	07/18/2018	COGRAN SYSTEMS LLC	$500.00
579130	07/18/2018	COLBY'S TOTAL LAWN CARE	$275.00
579131	07/18/2018	CORDON, LUCIA	$83.00
579132	07/18/2018	CRITERION PICTURES, INC.	$295.00
579133	07/18/2018	CUMMINS PACIFIC, LLC	$100.00

City of Montebello

Payment Register

From Payment Date: 7/4/2018 - To Payment Date: 7/18/2018

Number	Date	Payee Name	Transaction Amount
579134	07/18/2018	DECALS BY DESIGN, INC.	$430.57
579135	07/18/2018	DISCOVERY BENEFITS	$50.00
579136	07/18/2018	E-Z GO DIVISION OF TEXTRON	$611.81
579137	07/18/2018	EASTMONT PAINT & DECORATING	$1,205.92
579138	07/18/2018	ERGOMETRICS	$39.00
579139	07/18/2018	EWING IRRIGATION PRODUCTS	$191.51
579140	07/18/2018	FLAG SHOP	$245.82
579141	07/18/2018	GARCIA, DANIEL	$250.00
579142	07/18/2018	GARDEN VIEW INC.	$1,344.62
579143	07/18/2018	GEO CORRECTIONS & DETENTION, INC.	$36,705.17
579144	07/18/2018	GOLDEN STATE FASTENERS & SUPPLY, INC.	$688.14
579145	07/18/2018	HASA , INC.	$2,211.10
579146	07/18/2018	HAWK II ENVIRONMENTAL CORP.	$188.99
579147	07/18/2018	HD INDUSTRIES	$398.56
579148	07/18/2018	HOSE-MAN, INC.	$272.24
579149	07/18/2018	IDR ENVIRONMENTAL SERVICES INC	$2,254.00
579150	07/18/2018	LAW OFFICES OF DAVID J. WEISS	$4,236.78
579151	07/18/2018	LIFE-ASSIST, INC.	$4,721.26
579152	07/18/2018	LIGHTHOUSE SPORTS CENTER, LLC.	$2,450.00
579153	07/18/2018	LINCOLN TRAINING CENTER	$1,961.95
579154	07/18/2018	LITTLEJOHN - REULAND CORPORATION	$3,770.06
579155	07/18/2018	LOPEZ, GUADALUPE	$250.00
579156	07/18/2018	LOPEZ, JANET	$250.00
579157	07/18/2018	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	$267.39
579158	07/18/2018	LOZA-GOMEZ, ANGELICA	$2,400.00
579159	07/18/2018	MARTINEZ CONCRETE INC.	$4,950.00
579160	07/18/2018	MARTINEZ CONSULTING SERVICE LLC	$4,600.00
579161	07/18/2018	MICHAEL BAKER INTERNATIONAL, INC.	$4,800.00
579162	07/18/2018	MICHELIN NORTH AMERICA, INC.	$19,644.48
579163	07/18/2018	MISSION LINEN SUPPLY	$396.62
579164	07/18/2018	MOBILITY ADVANCEMENT GROUP	$5,994.50
579165	07/18/2018	MR. ROOTER PLUMBING	$87,747.31
579166	07/18/2018	MUNCIE TRANSIT SUPPLY	$755.55
579167	07/18/2018	NEW FLYER PARTS	$2,873.93
579168	07/18/2018	NUNEZ, MANUEL	$378.00
579169	07/18/2018	OFFICE DEPOT	$119.00
579170	07/18/2018	PALARDY & MILLER AUTOBODY	$503.33
579171	07/18/2018	PARKING COMPANY OF AMERICA, LLC	$71,943.30
579172	07/18/2018	PEERY & ASSOCIATES, INC.	$1,050.00
579173*	07/18/2018	PELLERIN, BRENDA	$350.00
579174	07/18/2018	PRAXAIR	$120.25
579175	07/18/2018	PRUDENTIAL OVERALL SUPPLY	$35.00
579176	07/18/2018	RANCHO JANITORIAL	$3,587.11

City of Montebello

Payment Register

From Payment Date: 7/4/2018 - To Payment Date: 7/18/2018

Number	Date	Payee Name	Transaction Amount
579177	07/18/2018	RENTERIA, JOAQUIN B.	$120.00
579178	07/18/2018	S & S WORLDWIDE, INC.	$426.82
579179	07/18/2018	SEQUEL CONTRACTORS. INC.	$394,240.56
579180	07/18/2018	SHEPPARD MULLIN RICHTER & HAMPTON LLP	$152.25
579181	07/18/2018	SIEMENS INDUSTRY INC.	$33,310.21
579182	07/18/2018	SUEZ WTS SERVICES USA, INC.	$360.26
579183	07/18/2018	SUPERIOR LIFE SUPPORT	$360.00
579184*	07/18/2018	SUPPLYWORKS	$1,084.49
579185*	07/18/2018	THE RIGHT CHOICE HEATING AND AIR, INC.	$7,980.55
579186	07/18/2018	TORO NSN	$229.00
579187	07/18/2018	TORRES, MIGUEL	$685.00
579188	07/18/2018	UNIQUE GENERAL SERVICES	$1,920.00
579189	07/18/2018	WAYNE ELECTRIC COMPANY	$4,002.95
579190	07/18/2018	WEST COAST ARBORISTS, INC.	$32,636.50
579191	07/18/2018	WESTERN ALLIED CORPORATION	$3,070.31
579192	07/18/2018	ZUMAR INDUSTRIES,INC.	$3,855.30
Type Check Totals:			$3,788,368.46
4331 - General Account Totals			
6093 - Successor Agency			
Check			
1400	07/18/2018	ALVAREZ-GLASMAN & COLVIN	$3,224.27
Type Check Totals:			$3,224.27
6093 - Successor Agency Totals			

*Pursuant to Resolution #17-40 - Any new contract not submitted for approval by the City Council the first time a payment for any such contract is listed on a warrant register.

CITY OF MONTEBELLO **JUNE 13, 2018**
1600 WEST BEVERLY BOULEVARD **WEDNESDAY**
MONTEBELLO, CALIFORNIA **5:04 P.M.**

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 Delgado called the meeting to order at the hour of 5:04 p.m.**

2. ROLL CALL: **City Clerk I. Barajas**
MEMBERS PRESENT: **Barajas, Hadjinian (arrived at 5:06 p.m.), Romero (arrived at 5:17 p.m.), Molinari, Delgado**
STAFF PRESENT: **Acting City Manager Pasmant, City Attorney Alvarez-Glasman**

3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS: Acting City Attorney Alvarez-Glasman

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

Alberto Cruz spoke about an overgrown tree and was advised to speak with Assistant City Manager Batson regarding the matter.

Rosie Vasquez stated she hopes the property in Item No. 9 isn't being purchased for marijuana.

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)
Name of Cases: T. Connors v. City of Montebello

City Councilmembers received a briefing by Special Counsel and provided direction. No further action taken.

5. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Cases: T. Mitsuuchi v. City of Montebello

City Councilmembers received a briefing by Special Counsel and provided direction. No further action taken.

6. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Cases: C. Keister v. City of Montebello

City Councilmembers received a briefing by Special Counsel and provided direction. No further action taken.

7. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code No. 54956.9(a)
Name of Cases Pending on Appeal: Torres v. City of Montebello et. al. (2nd Dist. Civ. Case No. B246515 – LASC Case No. BS120272); Arakelian Enterprises, Inc. v. City of Montebello, et. al. (2nd Dist. Case No. B246526 – LASC Case No. BS138950)

City Councilmembers received a briefing by Special Counsel and provided direction. No further action taken.

8. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
(Government Code Section 54956.9(d)(2))
One Matter

City Councilmembers gave direction to the Acting City Manager City Attorney.

9. CONFERENCE WITH REAL PROPERTY NEGOTIATIONS
(Government Code Section 54956.8
Property: Union and Chapin Rd.
Agency Negotiator - Executive Director
Negotiating Parties: Various
Under Negotiation: price and terms of sale

Direction was provided by City Councilmembers.

10. CONFERENCE WITH LABOR NEGOTIATORS
Government Code section 54957.6
Agency designated representative: Andrew G. Pasmant, Acting City Manager
Employee organization: Smart TD UTU, Montebello City Employees Association, Unrepresented Employees, Montebello Supervisor's Association, Montebello Mid-Management Association, Montebello Police Officers Association, Montebello Police Management Association, Montebello Firefighters Association, Montebello Fire Management Association.

City Councilmembers provided direction to Acting City Manager, no final action taken.

11. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Government Code Section 54957(b)(1)
Title: Director of Planning and Community Development
Title: Associate Planner

City Councilmembers provided direction to Acting City Manager.

12. PUBLIC EMPLOYEE DISMISSAL/DISCIPLINE/RELEASE
Government Code Section 54957(b)(1)

Direction was provided to City Attorney. No final action taken.

13a. PUBLIC EMPLOYMENT
Government Code Section 54957
Position: Acting City Manager

City Councilmembers authorized an agreement and directed the City Attorney to prepare and execute an agreement with Andrew Pasmant for services as Acting City Manager.

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Molinari to add the following item. Motion carried 4-0-1.

13b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Case: J. Otero v. City of Montebello

Direction was given, no final action taken.

REGULAR SESSION

14. INVOCATION City Clerk Barajas

PLEDGE OF ALLEGIANCE Councilmember Barajas

15. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: City Attorney Alvarez-Glasman

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

Linda Nicklas submitted an article regarding the measures on the ballot.

Raul Hurtado spoke about communications between Mayor Delgado and Councilmember Molinari before Mayor Delgado was sworn in as a Councilmember, and made comments regarding the Wiseguys practicing in a room at the pool building.

Nathan McCuster spoke about the Montebello Family Festival scheduled for Saturday, June 23, 2018. Event will be advertised on Social Media.

Rosie Vasquez asked the City Council to rescind the Cannabis ordinance.

Maribel Briseno spoke about the request from Mayor Delgado that clapping not be allowed at Council meetings.

Margot Eiser spoke about the tree trimming budget.

17. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director Sosnowski announced movie nights beginning on Friday, June 28, 2018. Swimming begins on June 15, 2018 from 1:00 p.m. to 4:00 p.m.

18. CORRECTIONS TO THE AGENDA – CITY MANAGER

19. 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 **Item Nos. 21, 22, 28, 31, 32 and 35.** Such approval will also waive the reading of any ordinance. Motion carried unanimously.

SCHEDULED MATTERS

20. PUBLIC HEARING TO CONSIDER THE ADOPTION OF CITYWIDE USER FEES

The Matric consultant gave an overview of the study completed for the Citywide user fees.

The Public Hearing opened at the hour of 7:25 p.m.

Councilmember Molinari stated opposition to the increase of the paramedic fee to $581.00.

Raul Hurtado asked about park facility fees. Director Sosnowski stated that all park facilities fees will increase.

Margot Eiser asked if banner fees were being charges and enforced.

Larry Covelloni stated support of the Wiseguys and stated that the band only uses the City facility for practice one day a week from 7:30 p.m. to 9:00 p.m.

Delia Delgado spoke about unpaid paramedic fees.

Nathan Brenner spoke about his participated in the Wiseguys Band and presented the City Council with an American flag flown in Afganistan.

Rosie Vasquez spoke about her right to speak at Council meetings.

City Attorney Alvarez-Glasman spoke about the Rules of Decorum regarding Council meetings.

Linda Nicklas asked why the Wiseguys Band was brought up during the meeting.

Maribel Briseno ask about the fees and costs for City facilities.

Charles spoke about scholarships and music lessons given by the Wiseguys.

Joshua Escutia stated that the Wiseguys only use the room at the pool building for about six hours a month.

Frank Barajas spoke about user fees for the bandroom and contributions made by the Wiseguys to the City and community.

Ben, an artist and teacher, spoke about time and energy he spends teaching and playing with the band.

The Public Hearing closed at the hour of 8:10 p.m.

Councilmember Barajas apologized for the outburst made during oral communications.

Mayor Pro Tem Hadjinian stated concerns regarding the paramedic fee increase.

Councilmember Romero asked if fees could increase by 1% or 2% each year on July 1st, and asked about City room rentals and monthly rates.

Councilmember Molinari asked that the approval of the paramedic fees be held over.

Councilmember Barajas added that the last increase to fees was in 2011 and before that in 1995.

Mayor Delgado asked about a hardship policy.

Councilmember Romero asked about yearly Cost of Living adjustments.

Mayor Delgado thanked Director Sosnowski for assisting with the User Fee study process.

Councilmember Romero moved, seconded by Mayor Pro Tem Hadjinian that the City Council receives the Citywide Cost of Services (User Fee) Study ("Fee Study"), as prepared by Matrix Consulting ("Matrix"), and considers adoption of the Citywide Schedule of Fees and Charges for Various Services as recommended by the Fee Study, but hold over the approval of the Paramedic fee and bring back for consideration, the Paramedic fee, a hardship policy for Paramedic fees and Cost of Living Adjustment process. Motion carried unanimously on a 5-0 roll call vote.

21. RESOLUTIONS OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPTING THE ANNUAL BUDGET, COMPENSATION PLAN AND TABLE OF ORGANIZATION, AND GANN LIMIT FOR FISCAL YEAR COMMENCING, JULY 1, 2018 AND ENDING JUNE 30, 2019

Department Heads gave brief summaries regarding their Department's 2018-19 Budgets.

Councilmember Molinari spoke about the communications system used by the Fire Department, and spoke about outside contracts, the Hotel2 Suites project, the total amount of Finance Department employees and the City's 4/40 schedule.

Mayor Delgado spoke about community events and asked that the annual parade be considered in this year's budget.

Councilmember Barajas thanked staff or their work on the City's budget.

Mayor Pro Tem Hadjinian made no comments.

Margot Eiser stated the City trees are being mutilated when being trimmed.

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas that (1) The City Council adopt the Annual Budget Resolution No. 18-51, Compensation Plan and Table of Organization Resolution No. 18-52, and the Gann Limit Resolution No. 18-53, which are resolutions for the adoption of the City's annual budget for Fiscal Year 2018-2019; or (2) In the event that the Council does not adopt the Annual Budget at the June 13, 2018 meeting, discussion and adoption will be carried over to the June 27, 2018. Motion carried on a 4-1 roll call vote as follows:

AYES: Barajas, Hadjinian, Romero, Delgado
NOES: Molinari

22. UPDATE ON CITY OF MONTEBELLO AD HOC CITIZENS BUDGET ADVISORY COMMITTEE

This item was tabled for a future meeting.

CONSENT MATTERS

23. COST ALLOCATION PLAN

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to approve the Cost Allocation Plan (CAP) prepared by Willdan Financial Services to develop an overhead cost allocation model that establishes a full cost allocation methodology for administrative overhead costs. The cost allocation plan will properly reimburse the City's General Fund and prepare an intergovernmental cost recovery plan that is in compliance with the new Uniform Guidance 2 CFR Part 225 – Cost Principles for State, Local, and Indian Tribal Governments (previously OMB Circular A-87). Motion carried unanimously.

24. AWARD CITY WIDE HVAC MAINTENANCE AND REPAIRS, REQUEST FOR PROPOSALS NO. 18-44

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to (1) Award a three-year contract for $29,405 per year to Johnson Controls, Inc. for HVAC Maintenance for all City facilities with the exception of the Police Department; and (2) Authorize the Acting City Manager to execute Contract Agreement No. 3411 on behalf of the City. Motion carried unanimously.

25. CONSIDERATION OF A RESOLUTION INITIATING PROCEEDINGS FOR THE FY 2018-2019 LEVY OF ANNUAL ASSESSMENTS FOR LANDSCAPE MAINTENANCE FOR THE PROPERTIES LOCATED ALONG NATASHA LANE; AND ORDERING THE CITY ENGINEER TO PREPARE AND FILE A PRELIMINARY ENGINEER'S REPORT

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to adopt Resolution No. 18-54 establishing the City's intention for the F.Y. 2018-2019 levy of annual assessments for landscape maintenance for the properties located along Natasha Lane and ordering the City Engineer to prepare and file a Preliminary Engineer's Report. Motion carried unanimously.

26. NATASHA LANE SEWER/STORM DRAIN DISTRICT

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to Resolution No. 18-55 establishing the City's intention for the FY 2018-2019 levy of annual assessments for operation and maintenance of the sewer pump station and storm water pump station for the properties located along Natasha Lane and ordering the preparation and filing of a Preliminary Engineer's Report for the assessment district. Motion carried unanimously.

27. APPROVAL OF FINAL PARCEL MAP NO. 72524 FOR PROPERTIES LOCATED AT 924 CAROB WAY, (MONTEBELLO HOUSING DEVELOPMENT CORPORATION) MHDC

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to (1) Approve Final Parcel Map No. 72524; and (2) Authorize the City Clerk, City Treasurer, and the City Engineer to execute the certificate on the map showing the City's approval of Final Parcel Map No. 72524. Motion carried unanimously.

28. SALE OF VACANT LOT AT SOUTHWEST CORNER OF UNION STREET / CHAPIN ROAD IN THE CITY OF MONTEBELLO, APN # 6354-030-901

Councilmember Molinari asked for a roll call vote.

Councilmember Barajas moved, seconded by Mayor Pro Tem Hadjinian to adopt Resolution No. 18-04 approving the sale of Successor Agency property located at the southwest corner of Union and Chapin Road (APN # 6354-030-901) to Arsen Sarkisian for Thirty Thousand Dollars ($30,000); authorizing Agency Counsel to finalize a Purchase and Sale Agreement No. 3412 on these terms; and authorizing the Executive Director to execute the Agreement on the Successor Agency's behalf. Motion carried 4-1 as follows:

AYES: Barajas, Hadjinian, Romero, Delgado
NOES: Molinari

29. APPROVE THE FIRE DEPARTMENT'S STANDARD OPERATING PROCEDURE GUIDELINE NUMBER 203.00.00 (MAY 2018 VERSION)

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to approves the May 2018 version of the Fire Department's Standard Operating Procedure, Guideline Number

203.00.00, identified as the Daily Work Schedule for employees, and allow for the expenditure of $730.69 related to the changing of the start time. Motion carried unanimously.

30. GENERAL MUNICIPAL ELECTION – NOVEMBER 6, 2018

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to (1) Adopt a Resolution No. 18-56 calling for the holding of a General Municipal Election to be held on Tuesday, November 6, 2018, for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law Cities; (2) Adopt a Resolution No. 18-57 requesting the Los Angeles County Board of Supervisors to render specified services to the City relating to the conduct of a General Municipal Election to be held on Tuesday, November 6, 2018; (3) Adopt Resolution No. 18-58 requesting the Los Angeles County Board of Supervisors to consolidate a General Municipal Election to be held on Tuesday, November 6, 2018, with the Montebello Unified School District election to be held on the same date pursuant to Elections Code Section 10403; (4) Adopt Resolution No. 18-59 adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, November 6, 2018; and (5) Adopt Resolution No. 18-60 providing for a procedure for determining by lot a tie among candidates at the November 6, 2018 consolidated General Municipal Election in accordance with Elections Code Section 15651 and rescinding Resolution 15-41. Motion carried unanimously.

31. FIFTH AMENDMENT TO WATER SYSTEMS OPERATIONS AGREEMENT

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to approve the Fifth Amendment to the Water Systems Operations Agreement with San Gabriel Valley Water, authorize the Acting City Manager to execute the Fifth Amendment on behalf of the City, and open a Request for Proposals in the next six months. Motion carried 4-1 on the following roll call vote of the City Council:

AYES: Barajas, Hadjinian, Romero, Delgado
NOES: Molinari

32. SECOND READING: ORDINANCES APPROVING A ZONING CODE AMENDMENT ESTABLISHING A SENSITIVE USE BUFFER BETWEEN RESIDENTIAL ZONES AND COMMERCIAL CANNABIS ACTIVITIES; ADDING DISTRIBUTION AND RETAIL DELIVERY CANNABIS BUSINESSES AS CONDITIONALLY PERMITTED USES IN M-1 (LIGHT MANUFACTURING) AND M-2 (HEAVING MANUFACTURING) ZONING DISTRICTS; AND AMENDMENT TO CHAPTER 5.90 OF THE MONTEBELLO MUNICIPAL CODE

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas that the City Council conducts a Second Reading of Ordinance No. 2404 and Ordinance No. 2405 approving a zoning code amendment and a code amendment to Chapter 5.90 of the Municipal Code, relating to cannabis distribution and delivery-only establishments, and imposing a sensitive use buffer from residential zones. Motion carried 3-2 on the following roll call vote of the City Council:

AYES: Barajas, Hadjinian, Delgado
NOES: Romero, Molinari

CONSENT MATTERS

33. CLAIMS AGAINST THE CITY

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to ***DENY*** the following claims: Patricia Hills in the amount of $35,000.00.

34. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED JUNE 13, 2018

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to adopt the Resolution No. 18-61 approving the Warrant Register dated June 13, 2018. Motion carried unanimously.

35. APPROVAL OF MINUTES: REGULAR SESSIONS OF MARCH 14 AND 28, APRIL 11 AND 25, MAY 9 AND SPECIAL MEETING OF APRIL 12, 2018.

to approve the minutes as written.

36. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (CONTINUED IF NECESSARY)

COUNCIL ORALS

38. MAYOR PRO TEM HADJINIAN

None.

39. COUNCILMEMBER ROMERO

a. Fiscal, personnel, community and regulatory challenges now that we will be licensing cultivation and retail.

b. Role of the Planning Commission

40. COUNCILMEMBER MOLINARI

None.

37. COUNCILMEMBER BARAJAS

None.

41. MAYOR DELGADO

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Delgado adjourned the meeting at the hour of 11:20 p.m. in memory of the April 10, 2018 bus stabbing victim who passed away on June 10, 2018.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of June 13, 2018 were approved as written on July 25, 2018.

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IRMA BARAJAS, City Clerk