CITY COUNCIL
MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA[1] [1][2]
WEDNESDAY, MARCH 27, 2019

5:30 P.M.

MONTEBELLO CITY COUNCIL

JACK HADJINIAN
MAYOR PRO TEM

SALVADOR MELENDEZ
COUNCILMEMBER

KIMBERLY A. COBOS-CAWTHORNE
COUNCILMEMBER

ANGIE M. JIMENEZ
COUNCILMEMBER

CITY CLERK
IRMA BARAJAS

CITY TREASURER
RAFAEL GUTIERREZ

CITY STAFF

ACTING CITY MANAGER
Paul L. Talbot

CITY ATTORNEY
Arnold M. Alvarez-Glasman

DEPARTMENT HEADS

Assistant City Manager	Danilo Batson
Fire Chief	Fernando Pelaez
Police Chief	Brad Keller
Director of Finance	Robert Mescher
Director of Human Resources	Bob Franco
Director of Planning/Community Development	Manuel Mancha
Director of Recreation and Community Services	David Sosnowski
Director of Transportation	Tom Barrio

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** **Mayor Pro Tem Hadjinian**

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 or 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:

CLOSED SESSION FOR CITY COUNCIL

4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
One matter of exposure to litigation

5. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(4)
One matter of possible initiation of litigation

6. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Weaver v. City of Montebello, case no. CV 19-1585-DMG (FFMx)

7. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code section 54957.6
Agency designated representative: Paul L. Talbot, Interim 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.

8. **REAL PROPERTY NEGOTIATIONS**
Government Code section 54956.8
Property: 1345 North Montebello Blvd., Montebello, CA
Agency's Negotiator: Paul Talbot, Interim City Manager, Arnold Alvarez-Glasman, City Attorney
Negotiating Party: Costco
Under Negotiation: Price and Terms

CLOSED SESSION FOR SUCCESSOR AGENCY

9. **REAL PROPERTY NEGOTIATIONS**
Government Code section 54956.8
Property: 1345 North Montebello Blvd., Montebello, CA
Agency's Negotiator: Paul Talbot, Executive Director, Arnold Alvarez-Glasman, General Counsel
Negotiating Party: Costco
Under Negotiation: Price and Terms

10. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section: 54956.9(d)(1)
Costco Wholesale Corporation v. Montebello Successor Agency, LASC Case No. BC686722

REGULAR SESSION

11. **INVOCATION**

PLEDGE OF ALLEGIANCE

12. **PRESENTATIONS**

a. **OATH OF OFFICE – NEW POLICE OFFICER**
b. **AYSO WESTERN STATE CHAMPIONS – MONTEBELLO GIRLS U13 EXTRA AND BOYS U12 EXTRA**

13. **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.

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

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

16. **CORRECTIONS TO THE AGENDA – ACTING CITY MANAGER**

17. **APPROVAL OF AGENDA:** Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception of Item Nos. 19, 20, 21 and any items 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.

NEW BUSINESS

18. CERTIFICATION OF RESULTS FOR THE MARCH 5, 2019 SPECIAL MUNICIPAL ELECTION

RECOMMENDATION: It is recommended that the City Council:

(1) Move to adopt the resolution accepting the Certificate of Canvass reciting the facts of the Special Municipal Election held on March 5, 2019; and

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

19. OATH OF OFFICE – NEWLY ELECTED COUNCILMEMBER DAVID TORRES

20. PRESENTATIONS TO AND COMMENTS BY COUNCILMEMBER DAVID TORRES

21. CITY COUNCIL REORGANIZATION – MAYOR AND MAYOR PRO TEM APPOINTMENT

RECOMMENDATION: It is recommended that the City Council:

(1) Move to designate one of its members as Mayor and Mayor Pro Tem called for in Section 2.098.010 of the Montebello Municipal Code; and

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

CONSENT AGENDA (22 - 30)

22. SECOND READING – ADOPTION OF ORDINANCE ADDING SECTION 12.04.520 TO THE MONTEBELLO MUNICIPAL CODE RELATING TO ESTABLISHMENT OF A FIVE (5) YEAR PAVEMENT EXCAVATION PROHIBITION RESTRICTING UTILITY CUTS OF NEWLY PAVED ROADWAYS IN THE PUBLIC RIGHT-OF-WAY

RECOMMENDATION: It is recommended that the City Council:

(1) Adopt the ordinance, as reflected by Attachment 1 herein ("Ordinance"), by title only, waive any full reading of the Ordinance, and approve the second reading of the Ordinance adding Section 12.04.520 to the Montebello Municipal Code relating to the establishment of a five-year pavement excavation prohibition restricting utility cuts of newly paved roadways in the public-right-of-way; and

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

23. AWARD A CONSTRUCTION CONTRACT FOR C.P. 847 – BEVERLY BOULEVARD AND WILCOX AVENUE INTERSECTION CONCRETE PAVEMENT IMPROVEMENTS, FY 2015/2016, BID #15-14 TO HARDY & HARPER, INC.

RECOMMENDATION: It is recommended that the City Council:

(1) Award a construction contract for C.P. 847 – Beverly Boulevard and Wilcox Avenue Intersection Concrete Pavement Improvements, FY 2015/16, Bid #15-14 to Hardy & Harper, Inc., in the amount of $744,170;

(2) 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;

(3) Authorize the Acting City Manager to execute the Contract Agreement on behalf of the City;

(4) Approve a Resolution of Appropriation to fully fund the proposed project improvements, for a total project budget of $870,377; and

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

24. BUDGET APPROPRIATION FROM DRUG ASSET FORFEITURE ACCOUNT FOR POLICE UNMANNED AERIAL VEHICLE PROGRAM AND TRAINING

RECOMMENDATION: It is recommended that the City Council:

(1) Approve the appropriation of Drug Asset Forfeiture funds for the development and implementation of a police unmanned aerial vehicle program;

(2) Approve the transferring of funds from the Asset Forfeiture account to a Police Department account; and

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

25. AWARD CONTRACT FOR CITYWIDE LANDSCAPE MAINTENANCE, RFP 19-14

RECOMMENDATION: It is recommended that the City Council:

(1) Award a three year contract to North Star Landscape for an initial year's total amount of $133,606.74;

(2) Authorize the Interim City Manager to execute the contract on behalf of the City; and

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

26. CERTIFICATION OF SHORT LISTS AND APPROVAL OF BUDGET APPROPRIATION FOR GRANT WRITING AND ARCHITECTURAL SERVICES

RECOMMENDATION: It is recommended that the City Council:

(1) Certify a short list of the following qualified grant writing firms: Global Urban Strategies, Evans Brooks Associates and Townsend Public Affairs;

(2) Certify a short list of the following qualified architectural firms: Nuvis Landscape Architecture, Hirsch & Associates and Richard Fisher Associates;

(3) Authorize the Interim City Manager to execute contracts as needed with each of the short-listed firms as needed, not to exceed $50,000 for any one contract; and

(4) Authorize a budget appropriation of $100,000 from the General Fund Reserve to the Recreation Administration's Outside Contracts Account for Grant Writing and Architectural needs.

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

27. BUDGET ALLOCATION OF PUBLIC SAFETY AUGMENTATION FUND

RECOMMENDATION: It is recommended that the City Council:

(1) amend the fy2018/2019 budget to include $130,000 in outside contracts, account 100-85-885-6040.10; and

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

28. MONTHLY INVESTMENT REPORT: FEBRUARY 2019

RECOMMENDED ACTION: It is recommended that the City Council:

(1) Approve and file the report; and

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

29. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED MARCH 27, 2019

RECOMMENDED ACTION: It is recommended that the City Council:

(1) Adopt the proposed resolution approving the Warrant Register dated March 27, 2019; and

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

30. APPROVAL OF MINUTES: FEBRUARY 13 AND FEBRUARY 27, 2019

RECOMMENDED ACTION: It is recommended that the City Council:

(1) Approve the minutes as written; and

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

31. PUBLIC ORALS - IF NEEDED

COUNCIL ORALS

32. COUNCILMEMBER MELENDEZ

a. Mayor election

33. COUNCILMEMBER COBOS-CAWTHORNE

a. Census 2020 workshop update
b. April 20th Earth Day event
c. Reminder of the March 28th Town Hall
d. Neighborhood Watch Street Program

34. COUNCILMEMBER JIMENEZ

None.

35. MAYOR PRO TEM HADJINIAN

None.

ADJOURNMENT

CITY OF MONTEBELLO

TO: Honorable Mayor Pro Tem and City Councilmembers

FROM: Paul L. Talbot, Acting City Manager

BY: Irma Barajas, City Clerk

SUBJECT: Certification of Results of March 5, 2019 Special Municipal Election

Date: March 27, 2019

RECOMMENDATION:

It is recommended that the City Council:

(1) Move to adopt the attached resolution (resolution with results attached will not be available until after approval of results by the Los Angeles County Board of Supervisors) reciting the facts of the Special Municipal Election held on March 5, 2019, declaring the results and such other matters as required by law; and
(2) Take such additional, related action that may be desirable.

SUMMARY:

Pursuant to Elections Code Section 15308, and City of Montebello Resolution No. 18-103 the City of Montebello City Clerk's Office has submitted the Official Canvass Certificate and the Official Statement of Votes cast by Precinct for the City of Montebello's Special Municipal Election held on March 5, 2019.

Pursuant to Elections Code Sections 10262 and 10264, the City Council is requested to adopt the attached resolution reciting the results of the Special Municipal Election held on March, 5, 2019.

OATH OF OFFICE – COUNCILMEMBER-ELECT DAVID TORRES

ITEM #19

PRESENTATIONS TO AND COMMENTS BY COUNCILMEMBER DAVID TORRES

ITEM #20

CITY OF MONTEBELLO

City Council Agenda Report

TO: Honorable Mayor and City Council

FROM: Paul L. Talbot, Acting City Manager

BY: Irma Barajas, City Clerk

SUBJECT: **City Council Reorganization – Mayor and Mayor Pro Tem Appointment**

DATE: March 27, 2019

RECOMMENDATION

It is recommended that the City Council:

(1) Move to designate one of its members as Mayor and Mayor Pro Tem called for in Section 2.08.010 of the Montebello Municipal Code; and
(2) Take such additional, related action that may be desirable.

SUMMARY

The City Council will consider appointment of a Mayor and Mayor Pro Tem, as called for in Section 2.08.010 of the Montebello Municipal Code. This matter could be addressed this evening or at your next regularly scheduled meeting.

DISCUSSION

Montebello Municipal Code Section 2.08.010 (Council Reorganization) provides that the City Council must reorganize by selecting one of its members as Mayor on the following occasions: (a) the second meeting in November in non-election years; (b) or at the first meeting immediately following the certification of election results in an election year.

Nominations from the City Council are appropriate for the offices of Mayor and Mayor Pro Tem. Pursuant to the procedures set forth under Roberts Rules of Order, the current Mayor would call for nominations for the office of Mayor. A second is not required for those nominated. Once all nominations have been offered by the City Council nominations would be closed and the Council will then vote for or confirm the Mayor from the person(s) nominated.

After the Mayor is selected, the same procedure would be followed for the selection of Mayor Pro Tem.

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul Talbot, Acting City Manager

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

SUBJECT: **SECOND READING – Adoption of Ordinance Adding Section 12.04.520 to the Montebello Municipal Code Relating to Establishment of a Five (5) Year Pavement Excavation Prohibition Restricting Utility Cuts of Newly Paved Roadways in the Public Right-Of-Way**

DATE: March 27, 2019

RECOMMENDATION

It is recommended that the City Council:

(1) Adopt the ordinance, as reflected by Attachment 1 herein ("Ordinance"), by title only, waive any full reading of the Ordinance, and approve the second reading of the Ordinance adding Section 12.04.520 to the Montebello Municipal Code relating to the establishment of a five-year pavement excavation prohibition restricting utility cuts of newly paved roadways in the public-right-of-way; and

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

BACKGROUND

The City Council and the Street Ad Hoc Committee have requested that staff explore the option of establishing a pavement excavation prohibition restricting utility cuts of newly paved streets. The Public Works Department has reviewed similar pavement excavation prohibitions at other municipalities and is requesting that the City Council approve the Ordinance, as shown attached.

The prohibition will include overlays, resurfacing, reconstruction and new construction of local, collector or arterial streets completed under the City's Capital Improvement Program (CIP).

Utility cuts can significantly alter and degrade pavement surfaces. It is the City's responsibility to ensure that the public's interest with respect to the integrity, appearance, ride-ability, structural integrity, and useful life of newly paved surfaces are preserved to their full potential. State law permits municipalities to regulate utilities that operate under the California Public Utilities Commission (PUC) with respect to the use and repair of public streets. Cities have the ability to plan maintenance programs, protect public safety, minimize public inconvenience and ensure adherence to sound construction practices. Multiple utility cuts caused by uncoordinated construction shorten the life of the streets, causing early deterioration and increased taxpayer costs.

When granting exceptions to this proposed regulation, the Public Works Director or City Engineer may impose conditions determined appropriate to ensure the rapid and complete restoration of the street and the surface paving to protect the public's investment.

Emergency repairs in the public right-of-way are usually required where there is some condition that places the public's health and safety at risk, such as in the event of an emergency repair of subsurface facilities, e.g. a gas or water main leak. In those instances, it will be necessary to cut or trench into a newly paved street that has been paved within the past five years.

On March 13, 2019, the City Council took public testimony, introduced the Ordinance and approved the first reading.

FISCAL IMPACT

No impacts are anticipated.

SUMMARY

The City Council will consider the adoption and second reading of the Ordinance, establishing a pavement excavation prohibition restricting utility cuts of newly paved roadways in the public right-of-way.

ATTACHMENT

Attachment 1: Ordinance Adding Section 12.04.520 to the Montebello Municipal Code

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ADDING SECTION 12.04.520 TO THE MONTEBELLO MUNICIPAL CODE RELATING TO ESTABLISHING A FIVE-YEAR PAVEMENT EXCAVATION PROHIBITION RESTRICTING UTILITY CUTS OF NEWLY PAVED ROADWAYS IN THE PUBLIC RIGHT-OF-WAY

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 ordinances and regulations not in conflict with general laws of the state;

WHEREAS, Section 253 of the Federal Telecommunications Act of 1996 (47 U.S. Code § 253) recognizes "the authority of ... local government to manage the public rights-of-way," provided that local regulation may not effectively prohibit a company's ability to provide telecommunications service;

WHEREAS, Article XI, Section 9 of the California Constitution allows cities to establish conditions and regulations over the use of the public right-of-way to supply utility services;

WHEREAS, California Government Code sections 37350 et seq., and 38775 provide that a municipality may take care of and control its property for the common benefit, and prevent encroachments upon public ways;

WHEREAS, Public Utilities Code section 2902 reserves the right of cities to "regulate the relationship between a public utility and the general public in matters affecting the health, convenience, and safety of the general public, including matters such as the use and repair of public streets by any public utility, [and] the location of the poles, wires, mains, or conduits of any public utility, on, under, or above any public streets ...";

WHEREAS, Public Utilities Code section 7901.1 gives cities "the right to exercise reasonable control as to the time, place, and manner in which roads ... are accessed [,]" provided such control is "applied to all entities in an equivalent manner";

WHEREAS, Chapter 12.04 of the Montebello Municipal Code contains requirements relating to street cutting, including how the City shall issue a written permit to break, cut, remove, or destroy streets, at a specific location;

WHEREAS, the City Council annually adopts by resolution a Capital Improvement Program (CIP) that identifies certain anticipated capital projects and potential funding sources, including road work;

WHEREAS, excavations of City streets interfere with transportation and lead to degradation and shortening of the functional life of streets, which imposes costs to the public including street repair and resurfacing. These conclusions are supported by a 2002 report to the American Public Works Association, which cites, among other things, a study performed for the City of Los Angeles by pavement technologies expert Mohamed Y. Shahin, PhD, of the U.S. Army Construction Engineering Research Laboratory, who also prepared similar studies for San Francisco, Sacramento, and Santa Ana;

WHEREAS, Standard ST 11B (Exhibit "A") is the City's trench standard to be used by all entities paving streets in the public right-of-way; and

WHEREAS, the City Council seeks to: (i) protect the City's investment in its Capital Improvement Program; (ii) prevent harm to City streets; (iii) regulate so that utility companies have a reason to plan and coordinate their street excavations; and thereby (iv) protect the public health, safety and welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals

The City Council for the City of Montebello, based on the entire record before it, finds and declares that the foregoing recitals are true and correct, and incorporates said recitals fully into this Ordinance.

SECTION 2. Section 12.04.520, titled "Restriction on Excavations", is hereby added to the Montebello Municipal Code and reads as follows in its entirety:

Section 12.04.520 - Restriction on Excavations.

A. Prohibition. No excavation and no cutting shall be permitted in any public right-of-way for five years after completion of surface paving or repaving.

B. Exceptions. The Director of Public Works or City Engineer may in its discretion grant exceptions to the prohibition of this Section under the following circumstances:

1. Emergency that threatens life or serious property damage.
2. Work that is mandated by a federal, state, or county agency.
3. No other reasonable means of providing service exists.
4. Other situation deemed to be in the public interest.

In granting exceptions, the Director of Public Works or City Engineer may lengthen and enlarge the required area of restoration up to the full-width of the roadway, and impose other reasonable conditions as it deems appropriate to protect the public interest.

C. The City Engineer shall develop and maintain a Master Pavement List and make it available at the Engineering Division public counter and the City Clerk's Office. The Master Pavement List shall identify those segments of public right-of-way that are subject to the prohibition of this Section and the corresponding starting and ending dates of the prohibition.

D. Rules and procedures. The City Engineer may promulgate pavement restoration guidelines and other rules and procedures that are consistent with this Section.

SECTION 3. CEQA. The City Council, on the basis of the whole record and exercising independent judgment, finds that this Ordinance 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 4. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Montebello hereby declares that it would have passed this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 6. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance causing it to be posted as required by law.

PASSED, APPROVED AND ADOPTED this ___ day of _______, 2019.

____
Jack Hadjinian, Mayor Pro Tem

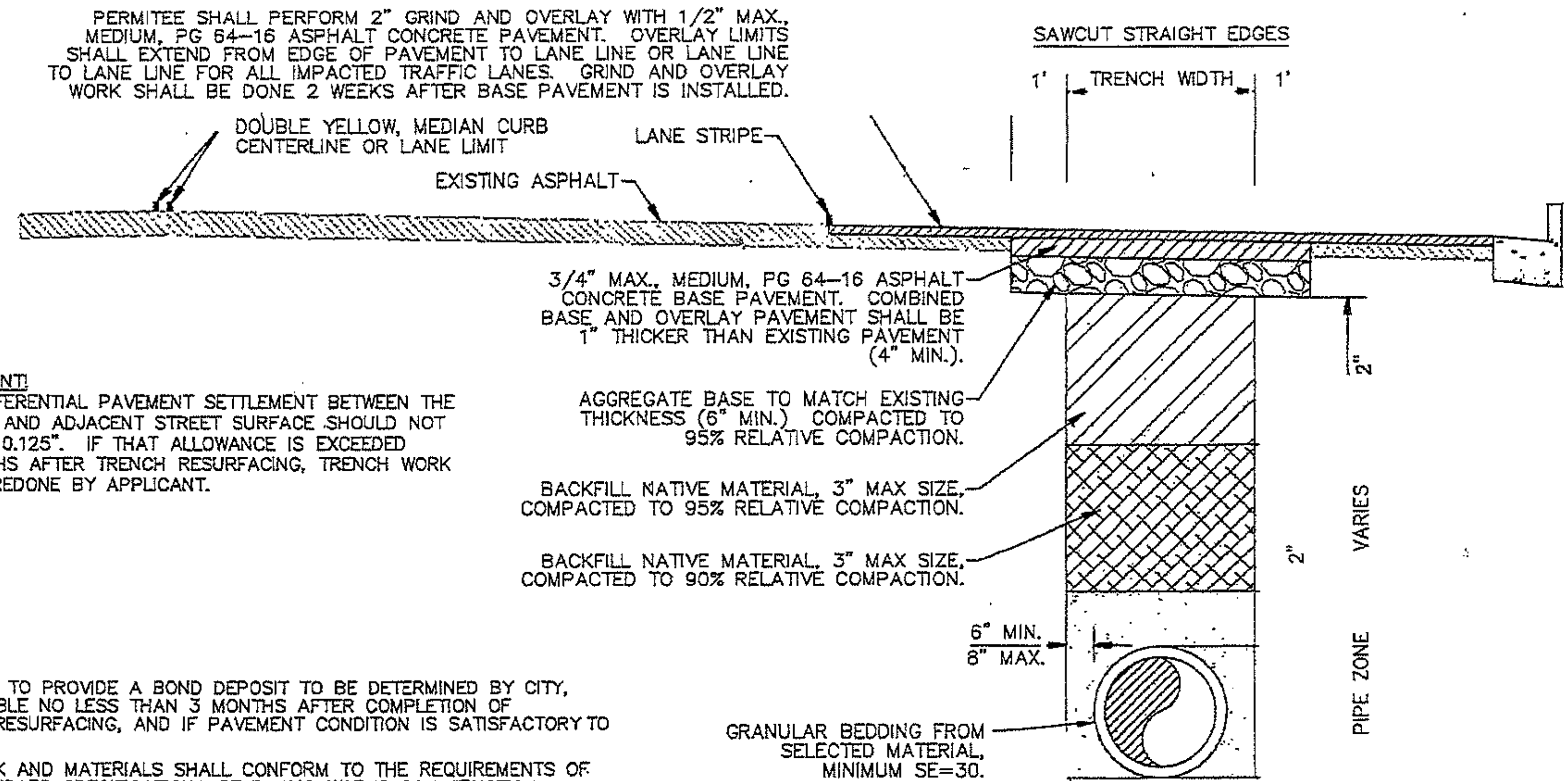
APPROVED AS TO FORM:

____
Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

____
Irma Barajas
City Clerk

EXHIBIT A



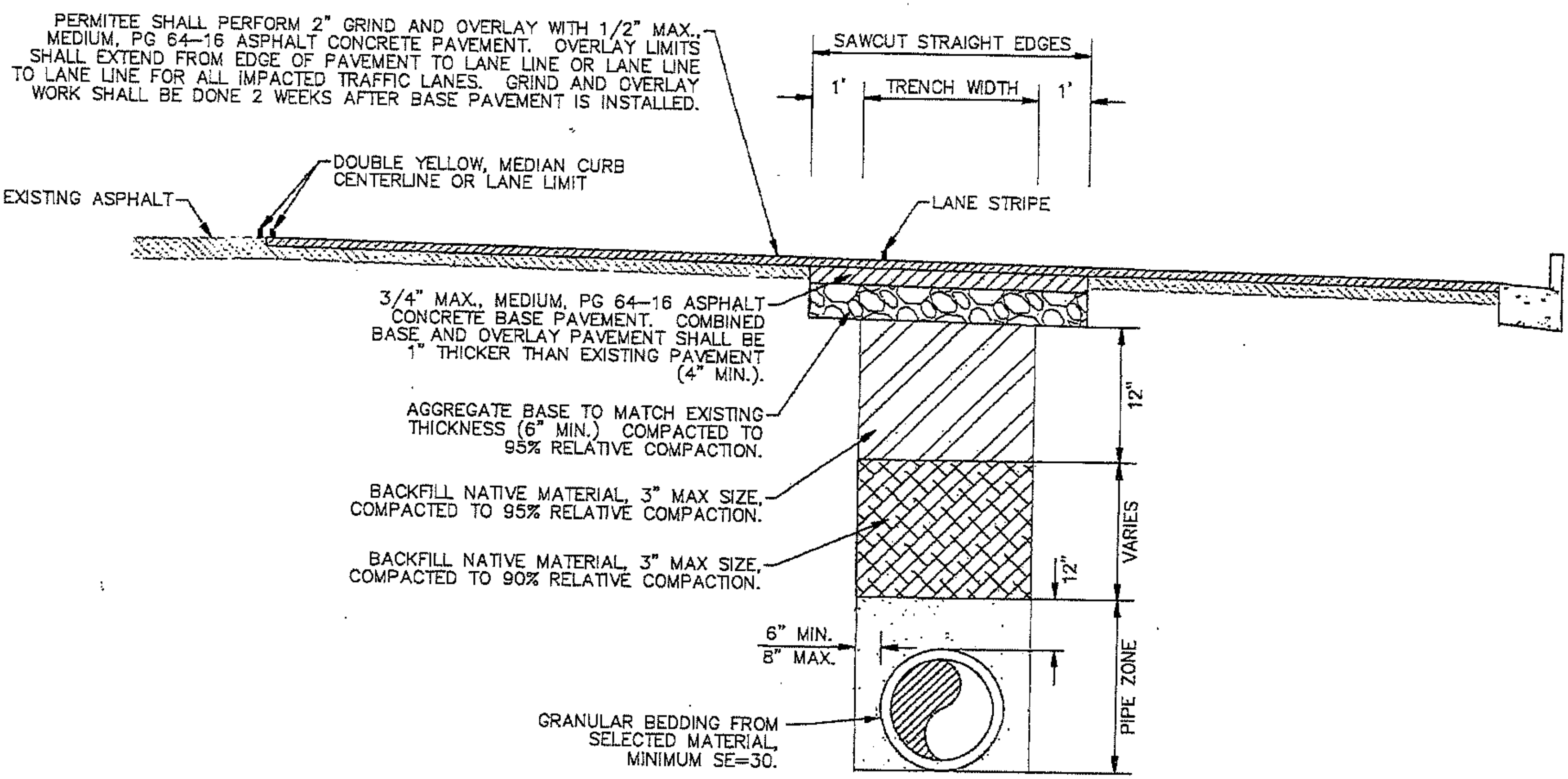
IMPORTANT!
THE DIFFERENTIAL PAVEMENT SETTLEMENT BETWEEN THE TRENCH AND ADJACENT STREET SURFACE SHOULD NOT EXCEED 0.125". IF THAT ALLOWANCE IS EXCEEDED 3 MONTHS AFTER TRENCH RESURFACING, TRENCH WORK TO BE REDONE BY APPLICANT.

NOTES:

1. PERMITEE TO PROVIDE A BOND DEPOSIT TO BE DETERMINED BY CITY, REFUNDABLE NO LESS THAN 3 MONTHS AFTER COMPLETION OF TRENCH RESURFACING, AND IF PAVEMENT CONDITION IS SATISFACTORY TO CITY.
2. ALL WORK AND MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS OF PUBLIC WORKS CONSTRUCTION, LATEST EDITION.
3. NO TEMPORARY PAVEMENT SHALL BE PLACED. PERMANENT PAVEMENT SHALL BE PLACED IMMEDIATELY UPON COMPLETION OF BACKFILL AND COMPACTION.
4. A.C. OR P.C.C. PAVEMENT LESS THAN 5 YEARS OLD SHALL NOT BE CUT, EXCEPT FOR EMERGENCY REPAIRS.
5. REPLACED CONCRETE SHALL BE FINISHED TO THE SAME SURFACE TEXTURE AS THAT OF THE ADJACENT EXISTING CONCRETE.
6. APPLICANT MUST REMOVE ALL MARKINGS BY UNDERGROUND SERVICE ALERT REGARDLESS OF WHO PAINTED THE MARKINGS.
7. NO RECYCLED MATERIAL ALLOWED IN AC PAVEMENT.
8. FOR P.C.C. PAVEMENT, NEW CONCRETE SECTION TO BE CONNECTED TO EXISTING CONCRETE THROUGH DOWELS AND SHALL MATCH EXISTING PAVEMENT THICKNESS, AND SHALL HAVE WIRE MESH (SEE GREENBOOK SPECIFICATIONS).
9. ALL REQUIREMENTS APPLY UNLESS WAIVED IN WRITING BY THE CITY.
10. ALL BITUMINOUS MATERIALS DEPOSITED OVER EXISTING PAVEMENT STRIPING MUST BE CLEANED. ALL EXISTING STRIPING AND PAVEMENT MARKINGS TO BE REPAINTED ON STREETS WHERE TRENCH CONSTRUCTION TAKES PLACE.

*SEE SHEET 2 FOR TRENCH IMPACTING MULTIPLE LANES.

ST-11B
CITY OF MONTEBELLO
TRENCH RESURFACING DETAIL SINGLE LANE
City Engineer ______ **Date** ______



ST-11B

CITY OF MONTEBELLO

TRENCH RESURFACING DETAIL
MULTIPLE LANES

City Engineer ______ **Date**

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Paul Talbot, Acting City Manager

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

SUBJECT: **Award a Construction Contract for C.P. 847 – Beverly Boulevard and Wilcox Avenue Intersection Concrete Pavement Improvements, FY 2015/2016, Bid #15-14 to Hardy & Harper, Inc.**

DATE: March 27, 2019

RECOMMENDATION

It is recommended that the City Council:

1) Award a construction contract for C.P. 847 – Beverly Boulevard and Wilcox Avenue Intersection Concrete Pavement Improvements, FY 2015/16, Bid #15-14 to Hardy & Harper, Inc., in the amount of $744,170;

2) 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;

3) Authorize the Acting City Manager to execute the Contract Agreement on behalf of the City;

4) Approve a Resolution of Appropriation to fully fund the proposed project improvements, for a total project budget of $870,377; and

5) Take such additional, related action that may be desirable.

BACKGROUND

As part of the FY 2015/16 Capital Improvement Budget, the City Council appropriated $321,820 in Prop C Funds for Beverly Boulevard and Wilcox Avenue Intersection Concrete Improvements (the "Project").

The existing AC pavement has surface rutting and shoving manifestations/heavy wheel loads from bus traffic and other heavy vehicles. The uneven pavement surface is particularly prevalent for southbound drivers making a left turn onto Beverly Boulevard.

The Project includes replacing the existing AC pavement within the intersection and all approaches with concrete pavement. Also, included in the Project is sidewalk ramp construction, curb and gutter reconstruction, restoration of traffic loops, and traffic striping and markings.

The Project was advertised on September 8, 2016 and on September 26, 2016 with bids from six (6) contractors. Project costs, based on the lowest bid received, were estimated at $837,162, which was $515,342 above the budgeted amount of $321,820.

On October 12, 2016, the City Council rejected all bids and authorized Staff to modify the plans and re-advertise the Project.

The Project was re-advertised on November 29, 2018 and nine (9) bids were received on December 19, 2018 as follows:

AMOUNT	**COMPANY**
$678,170.00	Hardy & Harper, Inc.
$689,700.00	EBS General Engineering, Inc.
$791,150.00	FS Construction, Inc.
$827,770.00	All American Asphalt
$849,100.00	CJ Concrete Construction, Inc.
$896,000.00	Nobest, Inc.
$1,021,300.00	Yacar
$1,077,554.00	Excel Paving Company
$1,234,300.00	Shawnan

ANALYSIS

Hardy & Harper submitted the lowest responsive bid in the amount of $678,170.00. Staff checked the listed references and concludes that Hardy & Harper, Inc. is a responsive bidder and reputable contractor, with a good history of work experience in these types of projects. Hardy & Harper has also had a good work history in Montebello. Therefore, they are the apparent lowest responsive and responsible bidder.

The lowest bidder for the contract was based on the lowest Base Bid. The Bid Proposal also included an Additive Bid Item which included an upgrade to the existing traffic signal system to include video detection, instead of in-pavement loops. Hardy & Harper bid $66,000.00 for the traffic signal upgrade, bringing their total bid to $744,170.00. It is recommended by Staff to include the traffic signal upgrade in the contract award amount.

The Project costs are as follows:

$ 23,580.00	Design Phase (Plans, Specifications, & Estimate)
$ 5,650.00	Project Management
$ 5,000.00	Geotechnical Investigation

$ 13,560.00	Construction Management & Inspection
$ 4,000.00	Topographical Survey
$ 744,170.00	Construction Contract Cost
$ 74,417.00	10% Contingency
$ 870,377.00	**Total**

In the past the funding shortfall for this project was the result of receiving unusually high bids due to the increased number of contracts available to bidders compared to the late summer season of past years. The Project was re-bid with the requirement for work to be done on consecutive weekends. This reduces the mobilization costs for traffic control and reduces the number of phases required to complete the work.

Based on the condition of the existing pavement, it is recommended that the City Council appropriate the necessary funds to fully fund the proposed improvements from General Fund Reserves in the amount of $548,557. At the Street Ad Hoc Committee meeting of February 20, 2019, the Committee reviewed the proposed project and budget shortfall and concurred with staff recommendation.

SUMMARY

The City Council will consider: 1) awarding a construction contract for C.P. 847 – Beverly Boulevard and Wilcox Avenue Intersection Concrete Pavement Improvements, FY 2015/2016, Bid #15-14 to Hardy & Harper, Inc., in the amount of $744,170; 2) authorizing 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; 3) approving a resolution of appropriation in the amount of $870,377 to fully fund the proposed project; and 4) authorizing the Acting City Manager to execute the Contract Agreement on behalf of the City.

FISCAL IMPACT

As part of the FY 2015/16 Capital Improvement Budget, the City Council appropriated $321,820 in Prop C Funds (Account No. 215-99-7116/100.334.10) for Beverly Boulevard and Wilcox Avenue Intersection Concrete Improvements. The estimated total project cost, including construction and engineering services is $870,377. Based on the condition of the pavement at the subject intersection, it is recommended that an additional appropriation from General Reserves Fund be appropriated in the amount of $548,557 (Account No. 100-2900) to fully fund the project and proceed with the proposed improvements, as described in the plans and specifications.

ATTACHMENTS

Bid Summary
Draft Construction Contract
Resolution of Appropriations

BID SUMMARY

BEVERLY BOULEVARD AND WILCOX AVENUE INTERSECTION

CONCRETE PAVEMENT IMPROVEMENTS

FY2017/2018

PROJECT NO. 100.334.10

C.P. NO. 847 BID # 15-14

Re Bid opening date: December 19, 2018 @ 11:10 AM

ITEM No.	BID ITEM	QTY.	UNITS	Bidder No. 1 Hardy & Harper, Inc. BID PRICE	Bidder No. 1 Hardy & Harper, Inc. TOTAL AMT.	Bidder No. 2 EBS General Engineering, Inc BID PRICE	Bidder No. 2 EBS General Engineering, Inc TOTAL AMT.	Bidder No. 3 FS Constructors, Inc. BID PRICE	Bidder No. 3 FS Constructors, Inc. TOTAL AMT.	Bidder No. 4 All American Asphalt BID PRICE	Bidder No. 4 All American Asphalt TOTAL AMT.	Bidder No. 5 CJ Concrete Construction, Inc. BID PRICE	Bidder No. 5 CJ Concrete Construction, Inc. TOTAL AMT.
1	Mobilization/ Demobilization (Not to exceed 5% of total of all other prime contract Bid Items)	1	LS	$ 30,000.00	$ 30,000.00	$ 15,000.00	$ 15,000.00	$ 38,000.00	$ 38,000.00	$ 20,000.00	$ 20,000.00	$ 24,000.00	$ 24,000.00
2	Traffic Control	1	LS	$ 61,500.00	$ 61,500.00	$ 75,000.00	$ 75,000.00	$ 30,000.00	$ 30,000.00	$ 73,470.00	$ 73,470.00	$ 24,000.00	$ 24,000.00
3	Sawcut and Remove Existing Concrete Sidewalk	10	SF	$ 50.00	$ 500.00	$ 20.00	$ 200.00	$ 15.00	$ 150.00	$ 20.00	$ 200.00	$ 100.00	$ 1,000.00
4	Sawcut and Remove Existing Concrete Curb and Gutter	5	LF	$ 50.00	$ 250.00	$ 50.00	$ 250.00	$ 50.00	$ 250.00	$ 50.00	$ 250.00	$ 150.00	$ 750.00
5	Sawcut and Remove Existing Concrete Curb Ramp	4	EA	$ 1,000.00	$ 4,000.00	$ 1,500.00	$ 6,000.00	$ 2,250.00	$ 9,000.00	$ 2,000.00	$ 8,000.00	$ 400.00	$ 1,600.00
6	Sawcut and Remove Existing AC Pavement, Base Materials and Native Soil for New Pavement	1700	SF	$ 68.00	$ 115,600.00	$ 55.00	$ 93,500.00	$ 65.00	$ 110,500.00	$ 70.00	$ 119,000.00	$ 55.00	$ 93,500.00
7	Construct Concrete Sidewalk	10	SF	$ 100.00	$ 1,000.00	$ 25.00	$ 250.00	$ 20.00	$ 200.00	$ 30.00	$ 300.00	$ 40.00	$ 400.00
8	Construct Concrete Curb and Gutter	5	LF	$ 400.00	$ 2,000.00	$ 100.00	$ 500.00	$ 100.00	$ 500.00	$ 100.00	$ 500.00	$ 100.00	$ 500.00
9	Construct Concrete Curb Ramp	4	EA	$ 3,500.00	$ 14,000.00	$ 3,000.00	$ 12,000.00	$ 4,000.00	$ 16,000.00	$ 4,000.00	$ 16,000.00	$ 4,000.00	$ 16,000.00
10	Provide and Place Crushed Miscellaneous Base (CMB)	1550	TON	$ 40.00	$ 62,000.00	$ 46.00	$ 71,300.00	$ 45.00	$ 69,750.00	$ 43.00	$ 66,650.00	$ 25.00	$ 38,750.00
11	Construct Concrete Pavement (8" Thick)	33500	SF	$ 9.10	$ 304,850.00	$ 10.00	$ 335,000.00	$ 13.00	$ 435,500.00	$ 14.00	$ 469,000.00	$ 17.00	$ 569,500.00
12	Adjust Existing Storm Drain/ Sewer/Utility Manhole Frames and Covers to Finished Grade	5	EA	$ 2,000.00	$ 10,000.00	$ 3,000.00	$ 15,000.00	$ 500.00	$ 2,500.00	$ 1,200.00	$ 6,000.00	$ 800.00	$ 4,000.00
13	Adjust Existing Water Valve Cans and Covers to Finished Grade	3	EA	$ 3,000.00	$ 9,000.00	$ 500.00	$ 1,500.00	$ 450.00	$ 1,350.00	$ 1,000.00	$ 3,000.00	$ 400.00	$ 1,200.00
14	Adjust Existing Water Meter Box and Cover to Finished Grade	1	EA	$ 1,500.00	$ 1,500.00	$ 500.00	$ 500.00	$ 450.00	$ 450.00	$ 1,000.00	$ 1,000.00	$ 500.00	$ 500.00
15	Adjust Existing Traffic Signal/ Street Light Pull Box and Cover to Finished Grade	2	EA	$ 800.00	$ 1,600.00	$ 700.00	$ 1,400.00	$ 2,000.00	$ 4,000.00	$ 1,000.00	$ 2,000.00	$ 1,000.00	$ 2,000.00
16	Install Traffic Signal Loop Detectors, Work Type E and Connect to DLC **(DELETABLE ITEM)**	26	EA	$ 245.00	$ 6,370.00	$ 300.00	$ 7,800.00	$ 500.00	$ 13,000.00	$ 300.00	$ 7,800.00	$ 400.00	$ 10,400.00
17	Traffic Signing, Striping, Markings and Curb Painting	1	LS	$ 18,000.00	$ 18,000.00	$ 18,500.00	$ 18,500.00	$ 25,000.00	$ 25,000.00	$ 17,000.00	$ 17,000.00	$ 21,000.00	$ 21,000.00
18	Install Public Improvement Project Signs	2	EA	$ 1,500.00	$ 3,000.00	$ 1,500.00	$ 3,000.00	$ 1,000.00	$ 2,000.00	$ 1,300.00	$ 2,600.00	$ 2,000.00	$ 4,000.00
19	Provide Construction Survey	1	LS	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 12,000.00	$ 12,000.00	$ 33,000.00	$ 33,000.00
20	Provide Soil and Pavement Testing Services as Needed (Allowance)	1	LS	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
	TOTAL BID				$ 678,170.00		$ 689,700.00		$ 791,150.00		$ 827,770.00		$ 849,100.00
	ADDITIVE BID ITEM												
1A	Furnish and Install Iteris Video Detection System with Cameras Complete	1	LS	40,000.00	$ 40,000.00	$ 43,000.00	$ 43,000.00	$ 48,000.00	$ 48,000.00	$ 50,000.00	$ 50,000.00	$ 42,000.00	$ 42,000.00
2A	Furnish and Install a Battery Back Up System (BBS) and Attach to Existing Cabinet Complete	1	LS	12,000.00	$ 12,000.00	$ 10,000.00	$ 10,000.00	$ 17,000.00	$ 17,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
3A	Furnish and Install a Free-Standing BBS Cabinet Next to Existing Cabinet Complete **(DELETABLE ITEM)**	1	LS	14,000.00	$ 14,000.00	$ 12,000.00	$ 12,000.00	$ 25,000.00	$ 25,000.00	$ 10,000.00	$ 10,000.00	$ 12,000.00	$ 12,000.00
	TOTAL BID				$ 66,000.00		$ 65,000.00		$ 90,000.00		$ 70,000.00		$ 64,000.00

BID SUMMARY

BEVERLY BOULEVARD AND WILCOX AVENUE INTERSECTION
CONCRETE PAVEMENT IMPROVEMENTS
FY2017/2018
PROJECT NO. 100.334.10
C.P. NO. 847 BID # 15-14
December 19, 2018

ITEM No.	BID ITEM	QTY.	UNITS	Bidder No. 6 Nobest Inc. BID PRICE	Bidder No. 6 Nobest Inc. TOTAL AMT.	Bidder No. 7 Yacar BID PRICE	Bidder No. 7 Yacar TOTAL AMT.	Bidder No. 8 Excel Paving Company BID PRICE	Bidder No. 8 Excel Paving Company TOTAL AMT.	Bidder No. 9 Shawnan BID PRICE	Bidder No. 9 Shawnan TOTAL AMT.
1	Mobilization/ Demobilization (Not to exceed 5% of total of all other prime contract Bid Items)	1	LS	$ 44,000.00	$ 44,000.00	$ 45,000.00	$ 45,000.00	$ 50,000.00	$ 50,000.00	$ 40,000.00	$ 40,000.00
2	Traffic Control	1	LS	$ 145,000.00	$ 145,000.00	$ 75,000.00	$ 75,000.00	$ 236,204.00	$ 236,204.00	$ 745,000.00	$ 745,000.00
3	Sawcut and Remove Existing Concrete Sidewalk	10	SF	$ 10.00	$ 100.00	$ 50.00	$ 500.00	$ 30.00	$ 300.00	$ 30.00	$ 300.00
4	Sawcut and Remove Existing Concrete Curb and Gutter	5	LF	$ 50.00	$ 250.00	$ 50.00	$ 250.00	$ 60.00	$ 300.00	$ 110.00	$ 550.00
5	Sawcut and Remove Existing Concrete Curb Ramp	4	EA	$ 2,500.00	$ 10,000.00	$ 2,500.00	$ 10,000.00	$ 900.00	$ 3,600.00	$ 400.00	$ 1,600.00
6	Sawcut and Remove Existing AC Pavement, Base Materials and Native Soil for New Pavement	1700	SF	$ 135.00	$ 229,500.00	$ 170.00	$ 289,000.00	$ 145.00	$ 246,500.00	$ 40.00	$ 68,000.00
7	Construct Concrete Sidewalk	10	SF	$ 15.00	$ 150.00	$ 100.00	$ 1,000.00	$ 40.00	$ 400.00	$ 60.00	$ 600.00
8	Construct Concrete Curb and Gutter	5	LF	$ 80.00	$ 400.00	$ 200.00	$ 1,000.00	$ 90.00	$ 450.00	$ 90.00	$ 450.00
9	Construct Concrete Curb Ramp	4	EA	$ 3,800.00	$ 15,200.00	$ 6,250.00	$ 25,000.00	$ 7,000.00	$ 28,000.00	$ 3,000.00	$ 12,000.00
10	Provide and Place Crushed Miscellaneous Base (CMB)	1550	TON	$ 35.00	$ 54,250.00	$ 68.00	$ 105,400.00	$ 70.00	$ 108,500.00	$ 10.00	$ 15,500.00
11	Construct Concrete Pavement (8" Thick)	33500	SF	$ 9.50	$ 318,250.00	$ 11.50	$ 385,250.00	$ 10.00	$ 335,000.00	$ 8.00	$ 268,000.00
12	Adjust Existing Storm Drain/ Sewer/Utility Manhole Frames and Covers to Finished Grade	5	EA	$ 1,100.00	$ 5,500.00	$ 2,000.00	$ 10,000.00	$ 800.00	$ 4,000.00	$ 1,500.00	$ 7,500.00
13	Adjust Existing Water Valve Cans and Covers to Finished Grade	3	EA	$ 1,000.00	$ 3,000.00	$ 500.00	$ 1,500.00	$ 900.00	$ 2,700.00	$ 1,000.00	$ 3,000.00
14	Adjust Existing Water Meter Box and Cover to Finished Grade	1	EA	$ 1,000.00	$ 1,000.00	$ 750.00	$ 750.00	$ 900.00	$ 900.00	$ 1,000.00	$ 1,000.00
15	Adjust Existing Traffic Signal/ Street Light Pull Box and Cover to Finished Grade	2	EA	$ 1,000.00	$ 2,000.00	$ 400.00	$ 800.00	$ 850.00	$ 1,700.00	$ 800.00	$ 1,600.00
16	Install Traffic Signal Loop Detectors, Work Type E and Connect to DLC (DELETABLE ITEM)	26	EA	$ 400.00	$ 10,400.00	$ 1,200.00	$ 31,200.00	$ 300.00	$ 7,800.00	$ 200.00	$ 5,200.00
17	Traffic Signing, Striping, Markings and Curb Painting	1	LS	$ 20,000.00	$ 20,000.00	$ 24,650.00	$ 24,650.00	$ 17,000.00	$ 17,000.00	$ 24,000.00	$ 24,000.00
18	Install Public Improvement Project Signs	2	EA	$ 2,000.00	$ 4,000.00	$ 1,500.00	$ 3,000.00	$ 600.00	$ 1,200.00	$ 1,000.00	$ 2,000.00
19	Provide Construction Survey	1	LS	$ 30,000.00	$ 30,000.00	$ 9,000.00	$ 9,000.00	$ 30,000.00	$ 30,000.00	$ 35,000.00	$ 35,000.00
20	Provide Soil and Pavement Testing Services as Needed (Allowance)	1	LS	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
	TOTAL BID				$ 896,000.00		$ 1,021,300.00		$ 1,077,554.00		$ 1,234,300.00
	ADDITIVE BID ITEM										
1A	Furnish and Install Iteris Video Detection System with Cameras Complete	1	LS	$ 42,000.00	$ 42,000.00	$ 58,000.00	$ 58,000.00	$ 34,000.00	$ 34,000.00	$ 40,000.00	$ 40,000.00
2A	Furnish and Install a Battery Back Up System (BBS) and Attach to Existing Cabinet Complete	1	LS	$ 9,000.00	$ 9,000.00	$ 16,000.00	$ 16,000.00	$ 7,400.00	$ 7,400.00	$ 10,000.00	$ 10,000.00
3A	Furnish and Install a Free-Standing BBS Cabinet Next to Existing Cabinet Complete (DELETABLE ITEM)	1	LS	$ 12,000.00	$ 12,000.00	$ 28,000.00	$ 28,000.00	$ 9,500.00	$ 9,500.00	$ 12,000.00	$ 12,000.00
	TOTAL BID				$ 63,000.00		$ 102,000.00		$ 50,900.00		$ 62,000.00

CITY OF MONTEBELLO
CONTRACT AGREEMENT

FOR

BEVERLY BOULEVARD AND WILCOX AVENUE INTERSECTION CONCRETE PAVEMENT IMPROVEMENTS

FY 2015/2016
PROJECT NO. 100.334.10
C.P. 847
BID # 15-14

This Contract Agreement is made and entered into for the above stated project this 27th day of March, 2019, BY AND BETWEEN the City of Montebello, as AGENCY, and Hardy & Harper, Inc., 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 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 agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

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 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.

CONTRACTOR shall assume the defense and indemnify and save harmless the City, 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 Contractor is to pay the higher of the state or federal wages.

The total contract Base Bid price of this agreement is $744,170 based on estimated quantities given on the Base Bid Sheet.

ARTICLE X

The contract construction period for this project is **shown on Page A-5 of these specifications.**.

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 8 hours in any one calendar day and 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:

- Week days (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 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 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 27 day of March, 2019.

CONTRACTOR: Hardy & Harper, Inc.

____

(Title)

Contractor's License No. ____________________

AGENCY Business License No. ____________________

Federal Tax Identification No.: ____________________

Subscribed and sworn to this _________ day of ____________________, 20____________.

NOTARY PUBLIC ____________________________________

AGENCY: ____________________________________

Paul Talbot, Acting City Manager

ATTESTED: ____________________________________

Irma Barajas, City Clerk of the City of Montebello

ATTESTED: ____________________________________

Arnold M. Alvarez-Glasman, City Attorney City of Montebello

Date ____________________

FAITHFUL PERFORMANCE BOND
(WARRANTY BOND)

FOR

BEVERLY BOULEVARD AND WILCOX AVENUE INTERSECTION CONCRETE PAVEMENT IMPROVEMENTS

FY 2017/2018
PROJECT NO. 100.334.10
C.P. 847
BID # 15-14

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

BEVERLY BOULEVARD AND WILCOX AVENUE INTERSECTION CONCRETE PAVEMENT IMPROVEMENTS

FY 2017/2018
PROJECT NO. 100.334.10
C.P. 847
BID # 15-14

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.

RESOLUTION NO. ________

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MONTEBELLO AUTHORIZING THE APPROPRIATION OF FUNDS FOR BEVERLY BOULEVARD AND WILCOX AVENUE INTERSECTION CONCRETE PAVEMENT IMPROVEMENTS PROJECT

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 appropriation:

FROM		TO	
Account Number	Amount	Account Number	Amount
100-2900	$548,557	100-30-310-7116/100.334.10	$548,557
(Unassigned Fund Balance)		(Public Works – Outside Contract)	

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

APPROVED AND ADOPTED THIS __27th__ DAY OF MARCH, 2019.

____
Jack Hadjinian, Mayor Pro Tem

ATTEST:

____
Irma Barajas, City Clerk

APPROVED AS TO FORM:

____
Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul Talbot, Acting City Manager

BY: Brad Keller, Chief of Police

SUBJECT: **Budget Appropriation from Drug Asset Forfeiture Account for Police Unmanned Aerial Vehicle Program and Training**

DATE: March 27, 2019

RECOMMENDATION

It is recommended that the City Council:

1. Approve the appropriation of Drug Asset Forfeiture funds for the development and implementation of a police unmanned aerial vehicle program;
2. Approve the transferring of funds from the Asset Forfeiture account to a Police Department account; and
3. Take such additional, related action that may be desirable.

BACKGROUND

Unmanned aerial vehicles ("UAVs") are transforming law enforcement operations in multiple ways. UAVs are extremely cost-effective in providing fast air support and observation of rapidly evolving and dangerous incidents in our community.

The Montebello Police Department ("MPD") currently contracts its air support helicopter services with the Los Angeles County Sheriff's Department ("LASD"). The agreement between the MPD and LASD allows our officers to request a helicopter for assistance only for the most dangerous events and/or crimes in progress - such as homicides, shootings, vehicle and foot pursuits and armed robberies.

Non-emergent requests for helicopter support cost $1,100.00 per hour and are subject to helicopter availability. Additionally, the MPD has a lower response priority versus areas patrolled by LASD.

Montebello police officers respond to calls for service daily that do not qualify as "high risk" situations which would enable the MPD to call for helicopter support.

ANALYSIS

UAVs will be used in a lawful manner to ensure public safety and the safety of law enforcement officers. UAVs will also be beneficial to law enforcement for the following applications:

- Tactical Observation and Support
- Search and Rescue
- Accident Reconstruction
- Crime Scene Mapping
- Crowd control and special events monitoring

The UAV program will not replace manned police helicopters for the dangerous in-progress crimes. However, UAVs will fill in the gap where an aerial perspective would be beneficial for non-emergent situations.

The Montebello Police Department has established a draft policy for the UAV program which will include the following sections: Philosophy & Mission Statement, Protection of Rights and Privacy, Administration, Safety, Training, General Operating Procedures, Pre-Flight/Post-Flight Actions, Checklists, Montebello Police Department Policy 613 and U.S. Department of Justice Civil Rights Training.

The UAVs will be used by police personnel who have been specifically trained in their use and have received all the legally required certifications and licensing from the Federal Aviation Administration.

The approximate cost for implementing the UAV program is $ 70,901.00, with the following breakdown:

- Training - $ 12,900.00
- Software - $ 6,440.00
- Equipment - $ 51,561.00

It is requested that the total appropriated amount be $ 75,000.00 to account for any unforeseen price fluctuations and unforeseen implementation needs.

The use of Drug Asset Forfeiture funds to pay for unmanned aerial vehicles and the necessary supporting equipment and training is listed as a permissible use of equitable shared property in the Department of Justice guidelines. This use of Drug Asset Forfeiture funds will supplement and not supplant existing budget appropriations. The Asset Forfeiture Account has a balance of approximately $696,111.00.

Use of Drug Asset Forfeiture funds requires approval by the Chief of Police and City Administrator prior to submission to the City Council for final approval.

FISCAL IMPACT

The implementation of an unmanned aerial vehicle program was not part of the 2018 / 2019 budget and requires appropriation from Drug Asset Forfeiture Funds (Account # 230-2920) to Supplies Non-Durable (Account # 500-80-800-6000), in order to pay for the costs associated with implementing a UAV program. These costs include the equipment (drones), associated equipment and training.

The use of asset forfeiture will have no impact on the General Fund.

SUMMARY

The Montebello Police Department requests City Council approval to appropriate Drug Asset Forfeiture Funds to implement a Police Unmanned Aerial Vehicle Program. The amount requested for the UAV equipment and training to implement the program is $75,000.00.

ATTACHMENT

Itemized Implementation List

RESOLUTION NO.______________

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATION OF DRUG ASSET FORFEITURE FUNDS FOR THE PURCHSE OF UNMANNED AERIAL VEHICLES

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

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

FROM		TO	
Account Number	Amount	Account Number	Amount
230-2920 (Drug Asset Forfeiture)	$75,000	500-80-800-6000 (Supplies non-durable)	$75,000

SECTION 2. That the City Clerk shall certify to the adoption of this resolution.

ADOPTED AND APPROVED this 13TH day of March, 2019.

____
Jack Hadjinian, Mayor Pro Tem

ATTEST:

____
Irma Barajas, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor Pro Tem and Members of the City Council

FROM: Paul Talbot, Interim City Manager

BY: David Sosnowski, Director of Recreation & Community Services

SUBJECT: **Award Contract for Citywide Landscape Maintenance, RFP 19-14**

DATE: March 27, 2019

RECOMMENDATION

It is recommended that the City Council:

1) Award a three year contract to North Star Landscape for an initial year's total amount of $133,606.74.

2) Authorize the Interim City Manager to execute the contract on behalf of the City.

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

BACKGROUND

On January 28, 2019 the City issued Request for Proposals (RFP) No. 19-14 for Citywide Landscape Maintenance. The solicitation was noticed in "The Wave" newspaper, the Greensheet, and Planet Bids (via the City Website).

On February 19, 2019, the City received eleven (11) proposals in response to RFP No. 19-14.

ANALYSIS

The notice inviting proposals was published in "The Wave" Newspaper on January 31st , on the Greensheet from 2/4/19 through 2/8/19 and on PlanetBids and the City Website from January 28th through February 19th. The City received eleven (11) responses to the RFP. The following companies submitted proposals to the RFP.

A staff member review panel evaluated the proposals based on the following scoring criteria:

1) Firm's experience with similar projects	20%
2) Responsiveness to Scope of Work	15%
3) Reference Checks	20%

4) Fee/Price 40%
5) Community Benefit 5%

Below are the average panel scores for each firm:

Company	Average Score
North Star Landscape	89.0
ADCO Services	88.0
Nature Care Services	73.6
Azteca Landscape	72.6
Mariposa Landscape	72.0
Stay Green Inc.	69.3
Priority Landscape	69.0
Landscape West	68.0
Brightview Landscape	60.6
Far East Landscape	60.6
Greentech Landscape	n/a

Based on the proposals submitted by each firm, the review panel scores (including proposed fee/price), and references, the firm with the best qualifications and experience that meets the needs of the City is North Star Landscape.

FISCAL IMPACT

The three year contract with North Star Landscape would begin with an initial annual cost of $133,606.74. The second year of the contract would be $140,287.08 and the third year would be $147,301.43. The charges for these services will be split between the Parks, Streets, Transit and Fire Divisions and the Natasha Lane landscaping services account and will not require any further appropriations beyond what is already budgeted for landscape services.

Account Numbers:
100-70-720-6040.20 – Parks Division
100-30-310-6040.20 – Streets Division
265-99-330-6040.20 – Natasha Lane
100-85-850-6040.20 – Fire Department
600-90-900-6040.20 – Transit Department
605-99-6040.20 – Water Fund

SUMMARY

On January 28, 2019 the City issued Request for Proposal (RFP) No. 19-14 for City Wide Landscape Maintenance. There were eleven (11) respondents to the RFP. The City Council will consider awarding a contract for Citywide landscape maintenance and authorizing the Interim City Manager to execute the contract on behalf of the City.

ATTACHMENTS

Proof of Publication
Bid Summary
Draft Contract Agreement

CALIFORNIA NEWSPAPER SERVICE BUREAU

DAILY JOURNAL CORPORATION

Mailing Address : 915 E FIRST ST, LOS ANGELES, CA 90012
Telephone (800) 788-7840 / Fax (800) 464-2839
Visit us @ www.LegalAdstore.com

David Sosnowski
CITY OF MONTEBELLO/PLANNING
1600 W BEVERLY BLVD
MONTEBELLO, CA 90640

COPY OF NOTICE

Notice Type: BID NOTICE INVITING BIDS

Ad Description BID NO. 19-14

To the right is a copy of the notice you sent to us for publication in the MONTEBELLO NEWS. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

01/31/2019

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	$445.20
Total	$445.20

EWA# 3217376

NOTICE INVITING PROPOSALS/SEALED BIDS FOR VARIOUS LANDSCAPE MAINTENANCE AREAS

BID NO. 19-14

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 1600 West Beverly Boulevard, Montebello, California 90640 or via the PlanetBids vendor portal found on the City of Montebello's official website up to the hour of 2:00 p.m. on Monday, February 18, 2019.

Copies of the specifications and contract documents are available from the City of Montebello, 1600 West Beverly Boulevard, Montebello, California 90640.

A **non-mandatory pre-proposal meeting** will be held at the City Hall located at 1600 W. Beverly Blvd., at 11:00 a.m. on Tuesday, February 12, 2019.A brief tour of some of the job sites will be available to interested parties.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. In accordance with Labor Code Section 1770 et seq., the Project is a "public work.". The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the DIR, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring & enforcement by the DIR.
In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)]. Contractors shall provide their DIR Contractor Registration Number.
Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per diem wages for each craft, classification or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California (DIR).

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion or handicap will also be required.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR, or subcontractor, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act

A000004971210

(Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgement by the parties.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Bids must be prepared on the approved Proposal forms in conformance with the instructions to Bidders and submitted in a sealed envelope plainly marked on the outside

The successful Contractor and his subcontractors will be required to possess business licenses from the City

The AGENCY reserves the right to accept or reject any or all bids, to waive any irregularity in a bid and to make an award as may serve the interests of the City.

Questions should be directed to David Sosnowski, Director of Recreation & Community Services at (323) 887-4540.

THE DATE OF SOLICITATION: Monday, January 28, 2019
PRE-PROPOSAL MEETING: Tuesday, February 12, 2019 @ 11:00 a.m. – City Hall
SUBMITTAL DUE DATE: Monday, February 18, 2019 @ 2:00 p.m.
BID OPENING: Monday, February 18, 2019 @ 3:00 p.m. at City Council Chambers
AWARD DATE: February 27, 2019 City Council Meeting
1/31/19
EWA-3217376#
MONTEBELLO NEWS

CITY OF MONTEBELLO

BID SUMMARY

FY 2018-2019

RFP 19-14

ITEM No.	BID ITEM	Bidder No. 1 Northstar Landscape BID PRICE	Bidder No. 2 Priority Landscape BID PRICE	Bidder No. 3 Azteca Landscape BID PRICE	Bidder No. 4 Mariposa Landscape BID PRICE	Bidder No. 5 Adco Services BID PRICE	Bidder No. 6 BrightView BID PRICE
1	Year 1 Annual Contract Price	$ 133,606.74	$ 222,000.00	$ 424,035.00	$ 221,736.00	$ 126,780.00	$ 267,146.16
2	Year 2 Annual Contract Price	$ 140,287.08	$ 233,100.00	$ 436,756.05	$ 234,816.00	$ 130,583.40	$ 275,160.48
3	Year 3 Annual Contract Price	$ 147,301.43	$ 244,755.00	$ 449,858.73	$ 250,848.00	$ 134,500.20	$ 283,415.30
4	Mowing (Hourly Rate)	$ 55.00	$ 28.00	$ 35.00	$ 150.00	$ 35.00	$ 38.00
5	Edging (Hourly Rate)	$ 55.00	$ 28.00	$ 25.00	$ 70.00	$ 35.00	$ 34.00
6	Irrigation Repair (Hourly Rate)	$ 55.00	$ 55.00	$ 55.00	$ 56+materials	$ 40.00	$ 55.00
7	Steam Pressure Washing (Hourly Rate)	$ 55.00	$ 75.00	$ 35.00	$ 60.00	$ 60.00	$ 60.00
8	General Landscape Labor (Hourly Rate)	$ 55.00	$ 30.00	$ 25.00	$ 50.00	$ 35.00	$ 38.00
9	Pesticide/Herbicide Application (Hourly Ra	$ 55.00	$ 85.00	$ 75.00	$ 65+materials	$ 40.00	$ 45.00
10	701 W. Whittier Blvd. (Bi-Weekly)	$ 145.00	$ 150.00	$ 150.00	$ 330.00	$ 110.00	$ 84.56
11	121 S. 7th Street (Bi-Weekly)	$ 145.00	$ 175.00	$ 150.00	$ 460.00	$ 110.00	$ 121.63
12	125 S. 7th Street (Bi-Weekly)	$ 145.00	$ 175.00	$ 150.00	$ 460.00	$ 110.00	$ 121.63
13	112-114 S. 6th Street (Bi-Weekly)	$ 145.00	$ 200.00	$ 100.00	$ 608.00	$ 150.00	$ 169.12
14	121 S. 6th Street (Bi-Weekly)	$ 145.00	$ 150.00	$ 100.00	$ 330.00	$ 150.00	$ 84.56
15	124 S. 6th Street (Bi-Weekly)	$ 145.00	$ 150.00	$ 100.00	$ 330.00	$ 150.00	$ 84.56
16	132 S. 6th Street (Bi-Weekly)	$ 145.00	$ 175.00	$ 100.00	$ 460.00	$ 110.00	$ 84.56

CITY OF MONTEBELLO

BID SUMMARY

FY 2018-2019

RFP 19-14

ITEM		Bidder No. 7	Bidder No. 8	Bidder No. 9	Bidder No. 10	Bidder No. 11	Bidder No.
		Landscape West	Far East Landscape	Stay Green Inc.	Nature Care Services	Greentech Landcsape	
ITEM	BID ITEM	BID	BID	BID	BID	BID	BID
No.		PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
1	Year 1 Annual Contract Price	$ 214,141.00	$ 226,010.00	$ 169,680.00	$ 303,378.12		
2	Year 2 Annual Contract Price	$ 218,407.00	$ 226,010.00	$ 176,467.20	$ 330,682.15		
3	Year 3 Annual Contract Price	$ 226,051.00	$ 226,010.00	$ 183,525.13	$ 360,443.54		
4	Mowing (Hourly Rate)	$ 32.00	$ 49.00	$ 27.50	$ 33.00		
5	Edging (Hourly Rate)	$ 30.00	$ 49.00	$ 27.50	$ 30.00		
6	Irrigation Repair (Hourly Rate)	$ 45.00	$ 69.00	$ 55.00	$ 55.00		
7	Steam Pressure Washing (Hourly Rate)	$ 30.00	$ 50.00	$ 55.00	$ 50.00		
8	General Landscape Labor (Hourly Rate)	$ 30.00	$ 49.00	$ 35.00	$ 30.00		
9	Pesticide/Herbicide Application (Hourly Ra	$ 40.00	$ 69.00	$ 35.00	$ 60.00		
10	701 W. Whittier Blvd. (Bi-Weekly)	$ 115.00	$ 3,600.00	$ 50.00	$ 127.30		
11	121 S. 7th Street (Bi-Weekly)	$ 115.00	$ 2,400.00	$ 50.00	$ 127.30		
12	125 S. 7th Street (Bi-Weekly)	$ 115.00	$ 2,400.00	$ 50.00	$ 254.60		
13	112-114 S. 6th Street (Bi-Weekly)	$ 115.00	$ 3,600.00	$ 100.00	$ 254.60		
14	121 S. 6th Street (Bi-Weekly)	$ 115.00	$ 3,600.00	$ 50.00	$ 254.60		
15	124 S. 6th Street (Bi-Weekly)	$ 115.00	$ 3,600.00	$ 50.00	$ 127.30		
16	132 S. 6th Street (Bi-Weekly)	$ 190.00	$ 1,200.00	$ 50.00	$ 277.52		

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. ______
BY AND BETWEEN
CITY OF MONTEBELLO
AND
NORTH STAR LANDSCAPE

THIS AGREEMENT ("Agreement") is made and entered into on April 1, 2019, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and North Star Landscape. (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Landscape Maintenance and Services at various city-owned properties in the CITY; and

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

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals for Citywide Landscape Maintenance (January 28, 2019) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary for providing the landscape maintenance services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. <u>PERFORMANCE.</u>

a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.

c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.

e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. <u>WORK PRODUCT.</u>

a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. 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.

b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY 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.

SECTION 5. <u>EXTRA SERVICES.</u>

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager or his/her designee.

SECTION 6. <u>CITY SUPERVISION.</u>

The City Manager shall have the right of general supervision of all work performed by

CONTRACTOR and shall be the CITY agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 7. 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.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by Contractor which cannot be corrected within ten (10) days, said contract shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, the City may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor. The Contractor and his sureties shall be liable to the City for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination For Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONTRACTOR 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. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by CONTRACTOR during the term of this Agreement.

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 10. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY, CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the

Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 13. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR'S performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

CONTACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the City. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

At all times during the term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR'S employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against the CITY.

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR'S liability or as fall performance of CONTRACTOR'S duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, 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 CITY 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 CONTRACTOR under the Agreement.

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 21. NOTICE.

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:

Danilo Batson, Assistant City Manager / Director of Public Works
Public Works Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dbatson@cityofmontebello.com

SECTION 22. 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, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor 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.

SECTION 23. CONFLICT OF INTEREST.

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

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

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO	**CONTRACTOR**
____________________	____________________
Paul Talbot Interim City Manager	Name Title of Representative
Dated: ____________	Dated: ____________

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 Pro Tem and Members of the City Council

FROM: Paul Talbot, Interim City Manager

BY: David Sosnowski, Director of Recreation & Community Services

SUBJECT: **Certification of Short Lists and Approval of Budget Appropriation for Grant Writing and Architectural Services**

DATE: March 27, 2019

RECOMMENDATION

It is recommended that the City Council:

1) Certify a short list of the following qualified grant writing firms: Global Urban Strategies, Evans Brooks Associates and Townsend Public Affairs.

2) Certify a short list of the following qualified architectural firms: Nuvis Landscape Architecture, Hirsch & Associates and Richard Fisher Associates

3) Authorize the Interim City Manager to execute contracts as needed with each of the short-listed firms as needed, not to exceed $50,000 for any one contract.

4) Authorize a budget appropriation of $100,000 from the General Fund Reserve to the Recreation Administration's Outside Contracts Account for Grant Writing and Architectural needs.

5) Take such additional, related action that may be desirable.

BACKGROUND

On November 14, 2018, the City Council authorized the Department of Recreation & Community Services to pursue several grant opportunities that are forthcoming and issue a solicitation for Qualifications and Costs for Grant Writing and Architectural Design services for those grants.

It is estimated that a total of up to $100,000 may be needed to successfully submit competitive grants for the upcoming Prop 68 and Measure A Grant cycles.

On January 29, 2019, the City issued a Request for Qualifications 19-26 (RFQ 19-26) for Grant Writing Services. RFQ 19-26 was advertised in The Wave Newspaper, Planet Bids and the City website. On February 19th, the City received six (6) responses to RFQ 19-26.

On January 30, 2019 the City issued Request for Qualifications 19-27 (RFQ 19-27) for as-needed Architectural services. RFQ 19-27 was advertised in the Wave Newspaper, Planet Bids and the City Website. On February 19th, the City received eleven (11) responses to RFQ 19-27.

ANALYSIS

RFQ 19-26 for Grant Writing Services
On February 19th, the City received six (6) proposals in response to RFQ 19-26 from the following firms:

Company Name
Global Urban Strategies, Inc.
Avant Garde
Evan Brooks Associates
California Consulting
KTUA
Townsend Public Affairs

A staff member review panel evaluated the proposals based on each of the firm's prior experience and qualifications in grant writing for park infrastructure, development and general improvement grants as well as their proposed costs for grant writing services. Based off of their qualifications and costs, staff are recommending that Global Urban Strategies, Evans Brooks Associates and Townsend Public Affairs be certified for the grant writing short list.

RFQ 19-27 for On-Call Architectural Services
On February 19th, the City received nine (9) responses to RFQ 19-27 from the following firms:

Company Name
Nuvis Landscape Architecture
Hirsch & Associates, Inc.
Richard Fisher Associates
KTUA
Infrastructure Engineers
Environ Architecture Inc.
The Albert Group Architects
TR Design Group, Inc
Villarruel Architects, Inc.

A staff member review panel evaluated the proposals based on each of the firm's prior experience and qualifications with architectural and landscape architectural services as well as their fees for service and recommend that Nuvis Landscape Architecture, Hirsch & Associates and Richard Fisher Associates be certified for the on-call architectural services short list.

Budget Appropriation

Many of the grants offered through Prop 68 funds will begin accepting proposals soon with final submittals due in the Summer of 2019. Some opportunities would allow for significant upgrades, improvements or development at existing parks and the City would be eligible to submit a grant proposal for each park/project. These opportunities would allow for the City to submit at least one grant opportunity per park. It is estimated that a total of up to $100,000 may be needed to successfully submit competitive grants for the upcoming Prop 68 and Measure A Grant cycles.

FISCAL IMPACT

The Department of Recreation & Community Services is requesting a budget appropriation of $100,000 from the City's General Fund Reserve for Grant Writing and Architectural Design services.

Transfer From Account:	**Transfer To Account:**
100-2900	100-70-700-6040.10
(Unassigned Funds)	(Rec. Administration Outside Contracts)

SUMMARY

The City Council will consider certifying the short list of qualified firms for both the Grant Writing Services and On-Call Architectural Services. The City Council will also consider the approval of a budget appropriation of $100,000 from the City's General Fund Reserve for the aforementioned services.

ATTACHMENTS

Proof of Publication for RFQ 19-26
Proof of Publication for RFQ 19-27
Budget Appropriation Resolution

CALIFORNIA NEWSPAPER SERVICE BUREAU

DAILY JOURNAL CORPORATION

Mailing Address : 915 E FIRST ST, LOS ANGELES, CA 90012
Telephone (800) 788-7840 / Fax (800) 464-2839
Visit us @ www.LegalAdstore.com

David Sosnowski
CITY OF MONTEBELLO/PLANNING
1600 W BEVERLY BLVD
MONTEBELLO, CA 90640

COPY OF NOTICE

Notice Type: RFP REQUEST FOR PROPOSALS

Ad Description RFQ No 19 26

To the right is a copy of the notice you sent to us for publication in the MONTEBELLO NEWS. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

02/07/2019

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	$210.00
Total	$210.00

EWA# 3217784

NOTICE INVITING REQUEST FOR QUALIFICATIONS
For Grant Writing Services

RFQ NO. 19-26
PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY OF MONTEBELLO, herein called Owner, invites sealed proposals from qualified companies to provide the required Grant Writing Services as specified by the City of Montebello.

Proposals can be submitted via PlanetBids Portal (accessed through the City of Montebello's official website at http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html) up to the hour of 1:00 p.m. on Tuesday, February 19, 2019.

Copies of the specifications and contract documents are available on PlanetBids Vendor Portal, accessed through the City of Montebello's official website at http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion or handicap will also be required.
The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Proposals must be prepared on the approved Proposal forms in conformance with the instructions to Bidders and submitted as required.

The AGENCY reserves the right to accept or reject any or all bids, to waive any irregularity in a bid and to make an award as may serve the interests of the City.

Questions during the solicitation period shall be submitted through PlanetBids. The contact person for this RFQ is David Sosnowski, Parks, Recreation & Community Services Director. He can be reached at (323) 887-4588 or by email at dsosnowski@cityofmontebello.com .
2/7/19
EWA-3217784#
MONTEBELLO NEWS

* A 0 0 0 0 0 4 9 7 1 7 7 6 *

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 LABOR CONSULTING 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
100-2900 (Unassigned Funds)	$100,000	100-70-700-6040.10 (Recreation Admin. Outside Contracts)	$100,000

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 27th day of March, 2019.

Jack Hadjinian, Mayor Pro Tem

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold M Alvarez-Glasman
City Attorney

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

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 27th day of March, 2019, as approved by law by the following vote:

AYES:
NOES:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the ___________ day of ___________________, 2019.

____
IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Paul Talbot, Acting City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **Budget Allocation of Public Safety Augmentation Fund**

DATE: March 27, 2019

RECOMMENDATION

It is recommended that the City Council:

1. Amend the FY2018/2019 Budget to include $130,000 in Outside Contracts, Account 100-85-885-6040.10; and
2. Take such additional, related action that may be desirable.

BACKGROUND

In February 2005, the City of Montebello and the Plains Exploration and Production Company ("PXP") entered into a Memorandum of Understanding ("MOU") to provide oil production payments to the City "to promote the economic well-being of the City".

The MOU has since been amended to include an additional payment to be used solely for the City's Fire and Police Department services. The Public Safety Support Fee payments are recorded in a separate City account utilized solely for the City's Fire and Police Department services and equipment. The Public Safety Support Fee cannot be used for the cost of salaries, salary increases, or benefits for current City Fire and Police Department personnel.

Due to the age of the fire stations (Fire Station #55, #56, and #57 are 60, 30, and 80 years old, respectively), and the fire apparatus average age being nearly 20 years old, the increase in maintenance and repairs has outpaced the budget. As such, an allocation of $130,000 of the excess Public Safety Augmentation Fund net revenue to cover the maintenance and repairs of the Fire Department's fire stations and equipment is warranted.

FISCAL IMPACT

There are sufficient revenues in Fund 100-85-885 for the Fire Department to utilize $130,000 for the repair and maintenance of facilities and equipment in compliance with regulatory safety standards.

100-85-885-6040.10	Outside Contracts	$130,000.00

SUMMARY

Staff is requesting an amendment to increase the budgeted Public Augmentation Fund Expenditures to maintain Fire Department buildings and equipment in compliance with regulatory safety standards.

ATTACHMENTS

None

CITY OF MONTEBELLO

March 27, 2019

TO:	Honorable Mayor and City Council
FROM:	Robert Mescher, Director of Finance RM
SUBJECT:	Monthly Investment Reports-February 2019

Attached are the Monthly Investment Reports listing investments for the City and the Successor Agency as of February 28, 2019. 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.

ITEM #28

wbq
Att:

ref:invest.doc

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
February 28, 2019

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	0.71	365	76	1.973	2.000
Certificates of Deposit - CU	762,964.90	762,964.90	762,964.90	2.18	365	78	2.159	2.189
Local Agency Investment Funds	29,342,069.81	29,342,069.81	29,342,069.81	83.78	1	1	2.357	2.390
Savings Accounts	4,666,736.86	4,666,736.86	4,666,736.86	13.33	1	1	2.406	2.439
Investments	**35,021,771.57**	**35,021,771.57**	**35,021,771.57**	**100.00%**	**12**	**3**	**2.357**	**2.389**

Total Earnings	February 28 Month Ending	Fiscal Year To Date
Current Year	64,201.40	402,698.50
Average Daily Balance	**35,021,771.57**	**26,705,553.51**
Effective Rate of Return	**2.39%**	**2.26%**

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
February 28, 2019

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	76	05/16/2019
		Subtotal and Average	**250,000.00**		**250,000.00**	**250,000.00**	**250,000.00**			**2.000**	**76**	
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	57	04/27/2019
23	23	UNITED FEDERAL CREDIT UNION		07/25/2018	250,000.00	250,000.00	250,000.00	2.450		2.450	146	07/25/2019
20	20	ST. VINCENT'S MEDICAL FCU		04/02/2018	249,000.00	249,000.00	249,000.00	2.020		2.020	32	04/02/2019
		Subtotal and Average	**762,964.90**		**762,964.90**	**762,964.90**	**762,964.90**			**2.189**	**78**	
Local Agency Investment Funds												
SYS200	200	STATE OF CALIFORNIA			29,342,069.81	29,342,069.81	29,342,069.81	2.390		2.390	1	
		Subtotal and Average	**29,342,069.81**		**29,342,069.81**	**29,342,069.81**	**29,342,069.81**			**2.390**	**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	2.439		2.439	1	
		Subtotal and Average	**4,666,736.86**		**4,666,736.86**	**4,666,736.86**	**4,666,736.86**			**2.439**	**1**	
		Total and Average	**35,021,771.57**		**35,021,771.57**	**35,021,771.57**	**35,021,771.57**			**2.389**	**3**	

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
February 1, 2019 through February 28, 2019

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	29,342,069.81					29,342,069.81
Savings Accounts (Monthly Summary)								
950516181	600	PACIFIC PREMIER/PLAZA BANK		2.439		9,378.94	9,378.94	
		Subtotal	4,666,736.86			9,378.94	9,378.94	4,666,736.86
		Total	35,021,771.57			9,378.94	9,378.94	35,021,771.57

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
February 2018 through February 2019

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
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
July	2018	8	30,804,377.01	1.932	1.959	1.960	1	1	13	10
August	2018	7	26,904,377.01	1.997	2.025	2.020	0	0	15	11
September	2018	7	24,404,377.01	2.051	2.079	2.090	0	0	16	10
October	2018	7	20,332,634.39	2.137	2.166	2.170	0	0	19	11
November	2018	7	18,932,634.39	2.213	2.243	2.260	0	0	20	10
December	2018	7	27,932,634.39	2.277	2.308	2.320	0	0	14	6
January	2019	7	35,021,771.57	2.347	2.379	2.390	0	0	12	4
February	2019	7	35,021,771.57	2.357	2.389	2.390	0	0	12	3
	Average	**7**	**29,110,341.21**	**1.963%**	**1.990%**	**2.004**	**0**	**0**	**14**	**7**

CITY OF MONTEBELLO
Portfolio Management
Distribution of Investments By Type
February 2018 through February 2019

Security Type	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	August 2018	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019	Average by Period
Certificates of Deposit - Bank	0.9	0.9	0.8	0.7	0.7	0.8	0.9	1.0	1.2	1.3	0.9	0.7	0.7	0.9%
Certificates of Deposit - CU	2.6	2.8	2.4	2.1	2.1	2.5	2.8	3.1	3.8	4.0	2.7	2.2	2.2	2.7%
Local Agency Investment Funds	80.5	78.8	82.2	84.1	84.1	81.6	78.9	76.7	72.1	70.0	79.7	83.8	83.8	79.7%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts	16.0	17.5	14.7	13.1	13.1	15.2	17.4	19.1	23.0	24.7	16.7	13.3	13.3	16.7%

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
February 28, 2019

	February 28 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	1,682.87	14,820.20
Plus Accrued Interest at End of Period	-149.67	-149.73
Less Accrued Interest at Beginning of Period	(-131.30)	(405.74)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	1,664.50	14,264.73
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	1,664.50	14,264.73
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	9,378.94	408,240.07
Plus Accrued Interest at End of Period	111,667.39	111,667.39
Less Accrued Interest at Beginning of Period	(58,509.43)	(131,473.69)
Interest Earned during Period	62,536.90	388,433.77
Total Interest Earned during Period	**64,201.40**	**402,698.50**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**64,201.40**	**402,698.50**

CITY OF MONTEBELLO
INVESTMENT PORTFOLIO DETAIL-INVESTMENTS
February-19

GENERAL FUND		1/31/19	-	-	-	-	-	-	BALANCE		MAX %
LOCAL AGENCY INVESTMENT FUNDS											
STATE OF CALIFORNIA		29,342,069.81							29,342,069.81	83.78%	$30M
	SUBTOTAL	29,342,069.81	0.00	0.00	0.00	0.00	0.00	0.00	29,342,069.81	83.78%	
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	0.75%	
East West Bank (5/16/18-5/16/19) @ 2.00%		250 000.00							250,000.00	0.71%	
CD		0.00							0.00	0.00%	
United Federal Credit Union (7/25/18-7/25/19) @ 2.45%		250,000.00							250,000.00	0.71%	
St. Vincent's Medical FCU (4/2/18-4/2/19) @ 2.05%		249,000.00							249,000.00	0.71%	
	SUBTOTAL	1,012,964.90	0.00	0.00	0.00	0.00		0.00	1,012,964.90	2.89%	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%	80.00%
MONEY MARKET FUNDS											
Pacific Premier Bank*/Plaza Bank (opened 5/30/17)		4,666,731.48							4,666,731.48	13.33%	
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	13.33%	25.00%
TOTAL GENERAL INVESTMENTS		35,021,771.57	0.00	0.00	0.00	0.00		0.00	35,021,771.57	100.00%	

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

Total cash balance is reported on the Monthly Cash Report

INVESTMENT PORTFOLIO CHANGES

GENERAL FUND

	Dec-18 Monthly	Majority Sources of Revenue	
Beginning Balance:	$18,932,634.39		
12/27/18	$9,000,000.00	LAIF Deposit;Property Tax/Sales Tax	
Ending Balance:	$27,932,634.39	**$9,000,000.00**	**Monthly Difference**

	Jan-19 Monthly	Majority Sources of Revenue	
Beginning Balance:	$27,932,634.39		
1/15/19	$89,137.18	LAIF Investment Interest	
1/22/19	$7,000,000.00	LAIF Deposit;Property Tax/Sales Tax	
Ending Balance:	$35,021,771.57	**$7,089,137.18**	**Monthly Difference**

	Feb-19 Monthly	Majority Sources of Revenue	
Beginning Balance:	$35,021,771.57		
Ending Balance:	$35,021,771.57	**$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
March 02, 2019

CITY OF MONTEBELLO

CITY CONTROLLER
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

February 2019 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	29,342,069.81
Total Withdrawal:	0.00	Ending Balance:	29,342,069.81

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
February 28, 2019

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	4,282,962.08	4,282,962.06	4,282,962.08	100.00	1	1	2.357	2.390
Investments	**4,282,962.08**	**4,282,962.08**	**4,282,962.08**	**100.00%**	**1**	**1**	**2.357**	**2.390**

Total Earnings	February 28 Month Ending	Fiscal Year To Date
Current Year	7,852.48	75,761.99
Average Daily Balance	**4,282,962.08**	**4,920,062.35**
Effective Rate of Return	**2.39%**	**2.31%**

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
February 28, 2019

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			4,282,962.08	4,282,962.08	4,282,962.08	2.390		2.390	1	
		Subtotal and Average	4,282,962.08		4,282,962.08	4,282,962.08	4,282,962.08			2.390	1	
		Total and Average	4,282,962.08		4,282,962.08	4,282,962.08	4,282,962.08			2.390	1	

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
February 1, 2019 through February 28, 2019

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	4,282,962.08					4,282,962.08
		Total	4,282,962.08			0.00	0.00	4,282,962.08

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
February 2018 through February 2019

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
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
July	2018	1	8,423,624.95	1.933	1.960	1.960	0	0	1	1
August	2018	1	4,223,624.95	1.992	2.020	2.020	0	0	1	1
September	2018	1	4,223,624.95	2.061	2.090	2.090	0	0	1	1
October	2018	1	4,257,246.18	2.140	2.170	2.170	0	0	1	1
November	2018	1	4,257,246.18	2.229	2.260	2.260	0	0	1	1
December	2018	1	4,257,246.18	2.288	2.320	2.320	0	0	1	1
January	2019	1	4,282,962.08	2.357	2.390	2.390	0	0	1	1
February	2019	1	4,282,962.08	2.357	2.390	2.390	0	0	1	1
	Average	**1**	**4,631,306.89**	**1.976%**	**2.004%**	**2.004**	**0**	**0**	**1**	**1**

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
February 2018 through February 2019

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
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
July	2018	1	8,423,624.95	1.933	1.960	1.960	0	0	1	1
August	2018	1	4,223,624.95	1.992	2.020	2.020	0	0	1	1
September	2018	1	4,223,624.95	2.061	2.090	2.090	0	0	1	1
October	2018	1	4,257,246.18	2.140	2.170	2.170	0	0	1	1
November	2018	1	4,257,246.18	2.229	2.260	2.260	0	0	1	1
December	2018	1	4,257,246.18	2.288	2.320	2.320	0	0	1	1
January	2019	1	4,282,962.08	2.357	2.390	2.390	0	0	1	1
February	2019	1	4,282,962.08	2.357	2.390	2.390	0	0	1	1
	Average	1	4,631,306.89	1.976%	2.004%	2.004	0	0	1	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
February 28, 2019

	February 28 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	78,881.78
Plus Accrued Interest at End of Period	16,471.27	16,471.27
Less Accrued Interest at Beginning of Period	(8,618.79)	(19,591.06)
Interest Earned during Period	7,852.48	75,761.99
Total Interest Earned during Period	**7,852.48**	**75,761.99**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**7,852.48**	**75,761.99**

Successor Agencies of the City of Montebello
INVESTMENT PORTFOLIO DETAIL-INVESTMENTS
February-19

Successor Agencies of the City of Montebello

		1/31/19	-	-	-	-	-	BALANCE		
LOCAL AGENCY INVESTMENT FUNDS										
STATE OF CALIFORNIA		4,282,962.08						4,282,962.08	100.00%	$30M
	SUBTOTAL	4,282,962.08	0.00	0.00	0.00	0.00	0.00	4,282,962.08	100.00%	
FEDERAL AGENCY ISSUES								0.00	0.00%	
FAI		0.00						0.00	0.00%	
FAI		0.00						0.00	0.00%	
FAI		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)								0.00	0.00%	
CD		0.00						0.00	0.00%	
CD		0.00						0.00	0.00%	
CD		0.00								
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	NONE
SAVINGS ACCOUNTS								0.00	0.00%	
Savings		0.00						0.00	0.00%	
Savings		0.00						0.00	0.00%	
Savings		0.00								
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	NONE
TREASURY SECURITIES								0.00	0.00%	
T-Bill		0.00						0.00	0.00%	
T-Bill		0.00						0.00	0.00%	
T-Bill		0.00								
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	80.00%
MONEY MARKET FUND								0.00	0.00%	
MMF		0.00								
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25.00%
TOTAL CRA INVESTMENTS		4,282,962.08	0.00	0.00	0.00	0.00	0.00	4,282,962.08	100.00%	

Total cash balance is reported on the Monthly Cash Report

INVESTMENT PORTFOLIO CHANGES

SUCCESSOR AGENCY AND HOUSING SUCCESSOR AGENCY INVESTMENT BALANCE

	Dec-18 Monthly		
Beginning Balance	$4,257,246.18		
Ending Balance:	$4,257,246.18	**$0.00**	**Monthly Difference**

	Jan-19 Monthly		
Beginning Balance	$4,257,246.18		
1/15/19	$25,715.90	LAIF Investment Interest	
Ending Balance:	$4,282,962.08	**$25,715.90**	**Monthly Difference**

	Feb-19 Monthly		
Beginning Balance	$4,282,962.08		
Ending Balance:	$4,282,962.08	**$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
March 02, 2019

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

February 2019 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	4,282,962.08
Total Withdrawal:	0.00	Ending Balance:	4,282,962.08

CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF FEBRUARY 28, 2019

BANK OF THE WEST

	Account Number	Account Name	2/28/19	Type	Purpose
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	$1,507,115.82	S	Checking Account
2	XXXX-XX093	Successor Agency of the City of Montebello	$868,551.72	S	Checking Account
3	XXXX-71041	City of Montebello	$446,835.39	G	Checking Account (Recreation On-line payments)
4	XXXX-00184	City of Montebello - FSA	$11,766.59	T	Checking Account (Flexible Spending Account)
5	XXXX-XX079	Liability Account	$39,425.54	G	Disbursement of Liability Checks
6	XXXX-XX331	General	$10,086,041.42	G	Disbursement of City issued checks (AP/Payroll)
7	XXXX-XX554	Workers' Compensation	$96,395.38	G	Disbursement of Workers Compensation Checks
8	XXXX-XX287	Trust & Agency	$1,305,428.25	T	Holding Account
9	XXXX-XX803	Police Retiree Health Account	$931,258.31	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	$423,880.79	T	Interest Checking;T&A Holding Acct 1% per MOU
			$15,716,699.21		

STATE OF CALIFORNIA

	Account Number	Account Name	2/28/19	Type	Purpose
1	XX-XX-551	General	$29,342,069.81	G	Invest Idle Cash
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	$4,282,962.08	S	Invest Idle Cash
			$33,625,031.89		

EAST WEST BANK

	Account Number	Account Name	2/28/19	Type	Purpose
1	CD	Certificate of Deposit (5/16/18 - 5/16/19)	$250,000.00	G	Investment
			$250,000.00		

F&A FEDERAL CREDIT UNION

	Account Number	Account Name	2/28/19	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	2/28/19	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	2/28/19	Type	Purpose
1	CD	Certificate of Deposit (7/25/18 - 7/25/19)	$250,000.00	G	Investment
			$250,000.00		

PACIFIC PREMIER BANK/PLAZA BANK

	Account Number	Account Name	2/28/19	Type	Purpose
1	XXXXXX181	Money Market Fund	$4,666,731.48	G	Investment
			$4,666,731.48		

FIRST MERCANTILE TRUST

Account Number	Account Name	2/28/19	Type	Purpose
XXX-XX-X746	CORPORATE ACCOUNT	$13.14	M	401 a(h) employee benefit
XXX-XX-X999	TRUST ACCOUNT	$13,447.45	M	401 a(h) employee benefit
		$13,460.59		

Total General Cash/Investments	$45,690,469.30	G	General
Total SA Cash/Investments	$6,658,629.62	S	Successor Agencies
Total T&A Cash/Investments	$2,672,333.94	T	Trust & Agency
Total Trustee Cash	$13,460.59	M	401 a(h) Trust Accounts
Total Cash/Investments	$55,034,893.45		

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. 1465, consisting of eight pages, and including

Warrant No. 582385 through 582600;

Warrant No. 1426

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 27th DAY OF MARCH, 2019.

____

JACK HADJINIAN, Mayor Pro Tem

ATTEST:

____

IRMA BARAJAS, City Clerk

ITEM #29

City of Montebello
Register of Demands No. 1465
From Payment Date: 3/7/19 - To Payment Date: 3/20/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
582385	03/11/2019	$40.00	CARPOOL INCENTIVE	1701	MATTHEW VEGA
582386	03/12/2019	$44,881.20	CONTRACT SERVICES	70920	DECALS BY DESIGN, INC.
582387	03/13/2019	$8,810.50	AFLAC OTHER	55860	AFLAC
582388	03/13/2019	$150.00	DUES & SUBSCRIPTIONS	2304	ASSOCIATION OF ENVIRONMENTAL PROFESSIONALS
582389	03/13/2019	$553.36	UTILITY SERVICES	38380	AT&T
582390	03/13/2019	$4,259.72	UTILITY SERVICES	39550	AT&T
582391	03/13/2019	$78.60	UTILITY SERVICES	39550	AT&T
582392	03/13/2019	$4,170.05	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
582393	03/13/2019	$866.40	CONTRACT SERVICES	40850	MARIA E. CASAS
582394	03/13/2019	$7.92	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
582395	03/13/2019	$27.44	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
582396	03/13/2019	$58.99	ELECTION EXPENSE	29090	DFM ASSOCIATES
582397	03/13/2019	$50.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
582398	03/13/2019	$516.25	ADVERTISING/PRINTING SERVICES	1847	DODGE DATA AND ANALYTICS LLC
582399	03/13/2019	$43.76	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
582400	03/13/2019	$250.00	PERMITS AND FEES	568	JUAN M HERNANDEZ
582401	03/13/2019	$677.00	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
582402	03/13/2019	$821.30	UNIFORM EXPENSE	1106	GRP2 UNIFORMS, INC.
582403	03/13/2019	$3,297.00	PERMITS AND FEES	4810	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
582404	03/13/2019	$912.41	SUPPLIES	188	MONTEBELLO FIRE DEPARTMENT PETTY CASH
582405	03/13/2019	$722.94	SUPPLIES	3280	MONTEBELLO CITY TRANSIT PETTY CASH
582406	03/13/2019	$385.00	CONTRACT SERVICES	876	PACIFIC OIL COMPANY
582407	03/13/2019	$250.00	TRAVEL & MEETINGS	832	FERNANDO PELAEZ
582408	03/13/2019	$32.75	UTILITY SERVICES	100	PICO WATER DISTRICT
582409	03/13/2019	$57,583.52	LEASE PAYMENT	2357	PNC BANK, NATIONAL ASSOCIATION

582410	03/13/2019	$75,125.68	FUEL	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
582411	03/13/2019	$39,209.75	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
582412	03/13/2019	$692.74	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
582413	03/13/2019	$4,149.82	FRINGE BENEFITS	58990	VISION SERVICE PLAN
582414	03/13/2019	$643.44	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
582415	03/13/2019	$156.89	SUPPLIES	51730	WESTRUX INTERNATIONAL INC.
582416	03/13/2019	$70.04	MACHINERY & EQUIPMENTS	41790	ADLERHORST INTERNATIONAL, LLC
582417	03/13/2019	$246.38	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
582418	03/13/2019	$150.00	DUES & SUBSCRIPTIONS	2304	ASSOCIATION OF ENVIRONMENTAL PROFESSIONALS
582419	03/13/2019	$5,232.42	SUPPLIES	74990	AUTOZONE, INC
582420	03/13/2019	$250.00	REFUND	2360	RENEE CHAVEZ
582421	03/13/2019	$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
582422	03/13/2019	$2,208.36	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
582423	03/13/2019	$390.60	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
582424	03/13/2019	$340.00	CONTRACT SERVICES	19300	CARLOS DIAZ
582425	03/13/2019	$81.23	CONTRACT SERVICES	25660	E-Z GO DIVISION OF TEXTRON
582426	03/13/2019	$480.00	CONTRACT SERVICES	1358	FLEMING ENVIRONMENTAL INC.
582427	03/13/2019	$55.00	REFUND	442	LILY FRANKLIN
582428	03/13/2019	$55.00	REFUND	2358	TACHE GEORGESCU
582429	03/13/2019	$210.00	CONTRACT SERVICES	2362	CRISTIAN GUERRERO
582430	03/13/2019	$3,354.94	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC.
582431	03/13/2019	$605.50	CONTRACT SERVICES	2015	LIGHTHOUSE SPORTS CENTER, LLC.
582432	03/13/2019	$1,961.95	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
582433	03/13/2019	$2,142.00	CONTRACT SERVICES	2144	MARIPOSA LANDSCAPES, INC.
582434	03/13/2019	$200.00	TRAVEL & MEETINGS	35830	JOSE MELENDEZ
582435	03/13/2019	$406.99	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
582436	03/13/2019	$467.70	VEHICLE MAINTENANCE/EXPENSES	57780	MONARCH BEARING CO., INC.
582437	03/13/2019	$62,419.11	CONTRACT SERVICES	1845	MYVAR, LLC
582438	03/13/2019	$1,229.06	VEHICLE MAINTENANCE/EXPENSES	31790	MIGUEL ZAVALA/MZ AUTO GLASS
582439	03/13/2019	$56,331.34	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
582440	03/13/2019	$5,572.68	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
582441	03/13/2019	$424.12	VEHICLE MAINTENANCE/EXPENSES	70710	NIVEL PARTS & MFG CO., LLC

582442	03/13/2019	$588.00	CONTRACT SERVICES	41180	MANUEL NUNEZ
582443	03/13/2019	$155.47	SUPPLIES	15620	OFFICE DEPOT
582444	03/13/2019	$6,591.90	ADVERTISING/PRINTING SERVICES	75280	PGI, INC
582445	03/13/2019	$183.53	MACHINERY & EQUIPMENTS	538	PCMG, INC.
582446	03/13/2019	$769.25	VEHICLE MAINTENANCE/EXPENSES	45960	R & R PRODUCTS, INC.
582447	03/13/2019	$543.45	CONTRACT SERVICES	1868	SHEPPARD MULLIN RICHTER & HAMPTON LLP
582448	03/13/2019	$460.95	SUPPLIES	171	ARIZONA MACHINERY
582449	03/13/2019	$1,752.00	VEHICLE MAINTENANCE/EXPENSES	610	THE JANEK CORPORATION
582450	03/13/2019	$3,000.00	CONTRACT SERVICES	217	TRACKIT LLC
582451	03/13/2019	$215.26	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
582452	03/13/2019	$5,000.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
582453	03/13/2019	$483.25	CONTRACT SERVICES	131	UNITED SITE SERVICES, INC.
582454	03/13/2019	$5,728.32	CONTRACT SERVICES	37	U.S. SECURITY ASSOCIATES, INC.
582455	03/13/2019	$3,830.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
582456	03/13/2019	$26,290.50	CONTRACT SERVICES	1631	YORK RISK SERVICES GROUP, INC.
582457	03/14/2019	$130.00	PERMITS AND FEES	2364	SHARP INTERNATIONAL
582458	03/18/2019	$3,982.37	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
582459	03/18/2019	$20,812.43	CREDIT CARD CHARGES *SEE ATTACHED	13240	BANKCARD CENTER
582460	03/18/2019	$16.13	PERMITS AND FEES	2307	CALIFORNIA DEPARTMENT OF
582461	03/18/2019	$599.00	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
582462	03/18/2019	$1,722.82	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
582463	03/18/2019	$71.23	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
582464	03/18/2019	$540.00	ADVERTISING/PRINTING SERVICES	2190	JESUS GIL
582465	03/18/2019	$1,198.20	CONTRACT SERVICES	48400	HOME DEPOT CREDIT SERVICES
582466	03/18/2019	$100.00	DUES & SUBSCRIPTIONS	5290	INTERNATIONAL COUNCIL OF SHOPPING CENTERS
582467	03/18/2019	$2,637.65	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
582468	03/18/2019	$900.00	DUES & SUBSCRIPTIONS	21420	MUNICIPAL CODE CORPORATION
582469	03/18/2019	$188.30	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
582470	03/18/2019	$168.52	MACHINERY & EQUIPMENTS	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
582471	03/18/2019	$80.26	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
582472	03/18/2019	$13,377.58	FRINGE BENEFITS	25850	STANDARD INSURANCE COMPANY
582473	03/18/2019	$391.75	UTILITY SERVICES	526	T-MOBILE USA, INC.

582474	03/20/2019	$174.98	MAIL/ POSTAL EXPENSE	503	NEOPOST USA INC
582475	03/20/2019	$59,131.48	VEHICLE MAINTENANCE/EXPENSES	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
582476	03/20/2019	$10,130.34	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
582477	03/20/2019	$18,199.13	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO.
582478	03/20/2019	$1,400.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC.
582479	03/20/2019	$40.00	CARPOOL INCENTIVE	27220	ANTHONY ACEVEZ
582480	03/20/2019	$3,186.00	CONTRACT SERVICES	17680	ALVARADOSMITH
582481	03/20/2019	$82,115.38	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
582482	03/20/2019	$2,137.20	CONTRACT SERVICES	40670	ALL CITY MANAGEMENT SERVICES
582483	03/20/2019	$40.00	CARPOOL INCENTIVE	567	ARTHUR P ANCHONDO
582484	03/20/2019	$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
582485	03/20/2019	$40.00	CARPOOL INCENTIVE	61470	ERIKA L. ANDRADE
582486	03/20/2019	$40.00	CARPOOL INCENTIVE	2139	DANIEL ANTUNEZ
582487	03/20/2019	$80.00	CARPOOL INCENTIVE	29630	RICHARD APARICIO
582488	03/20/2019	$1,283.89	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
582489	03/20/2019	$139.04	SUPPLIES	31270	STARBOARD TACK SUPPLY INC./ASTRO PLUMBING
582490	03/20/2019	$40.00	CARPOOL INCENTIVE	291	ROSA AVALOS
582491	03/20/2019	$2,974.25	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
582492	03/20/2019	$900.00	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
582493	03/20/2019	$354.78	SUPPLIES	45540	BENNY'S OIL FILTER RECYCLING
582494	03/20/2019	$1,500.00	CONTRACT SERVICES	848	BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING
582495	03/20/2019	$1,362.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
582496	03/20/2019	$40.00	CARPOOL INCENTIVE	3780	JACOB CASTILLO
582497	03/20/2019	$40.00	CARPOOL INCENTIVE	68640	LAURA CASTRO
582498	03/20/2019	$3,611.54	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
582499	03/20/2019	$40.00	CARPOOL INCENTIVE	17880	ANI CHUKHURYAN
582500	03/20/2019	$363.87	SUPPLIES	1294	CINTAS CORPORATION NO. 2
582501	03/20/2019	$40.00	CARPOOL INCENTIVE	2322	GIOVANNA CISNEROS
582502	03/20/2019	$1,630.45	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
582503	03/20/2019	$506.51	SUPPLIES	2345	COMMERCE HOSE & INDUSTRIAL PRODUCTS
582504	03/20/2019	$40.00	CARPOOL INCENTIVE	29020	RAPHAEL DE LA TORRE
582505	03/20/2019	$60.00	TRAINING	54160	MONIQUE DELLIBOVI

582506	03/20/2019	$5,883.93	CONTRACT SERVICES	70850	E.M. OIL TRANSPORT INC.
582507	03/20/2019	$105.46	SUPPLIES	40930	EASTMONT PAINT & DECORATING
582508	03/20/2019	$95.18	VEHICLE MAINTENANCE/EXPENSES	36880	EBERHARD EQUIPMENT
582509	03/20/2019	$195.00	CONTRACT SERVICES	41130	MIHM INC./EMERGENCY RESPONSE CRIME SCENE
582510	03/20/2019	$215.44	CONTRACT SERVICES	1586	TALX CORPORATION
582511	03/20/2019	$1,865.00	CONTRACT SERVICES	371	FLO-SERVICES, INC.
582512	03/20/2019	$1,020.00	CONTRACT SERVICES	71920	TOYETTA L. BEUKES/FORENSIC NURSE
582513	03/20/2019	$473.04	SUPPLIES	33720	ARKAY ACQUISITION LLC/GILLIG
582514	03/20/2019	$1,596.95	MACHINERY & EQUIPMENTS	1442	GLOBAL SURVEILLANCE SYSTEMS, INC.
582515	03/20/2019	$40.00	CARPOOL INCENTIVE	8260	BEATRICE GOMEZ
582516	03/20/2019	$40.00	CARPOOL INCENTIVE	38440	ANDREW GUZMAN
582517	03/20/2019	$40.00	CARPOOL INCENTIVE	568	JUAN M HERNANDEZ
582518	03/20/2019	$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
582519	03/20/2019	$40.00	CARPOOL INCENTIVE	73180	MONICA HUERTA
582520	03/20/2019	$40.00	CARPOOL INCENTIVE	48610	CRYSTAL JAIMEZ
582521	03/20/2019	$164.14	SUPPLIES	1612	JCL TRAFFIC SERVICES
582522	03/20/2019	$40.00	CARPOOL INCENTIVE	2277	CHRISTOPHER JIMENEZ
582523	03/20/2019	$1,194.75	CONTRACT SERVICES	9830	JOHN'S LIFT REPAIR SERVICE INC
582524	03/20/2019	$2,450.43	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
582525	03/20/2019	$150.80	TRAVEL & MEETINGS	102	ROBERT JOSETT
582526	03/20/2019	$882.00	CONTRACT SERVICES	2340	KEVIN E. GUERRERO/K-PRO WINDOW TINT
582527	03/20/2019	$3,256.36	CONTRACT SERVICES	2001	LAW OFFICES OF DAVID J. WEISS
582528	03/20/2019	$40.00	CARPOOL INCENTIVE	11280	MICHAEL LOPEZ
582529	03/20/2019	$25.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
582530	03/20/2019	$30.00	CARPOOL INCENTIVE	50330	ANDREW MARTINEZ
582531	03/20/2019	$40.00	CARPOOL INCENTIVE	2048	STEPHANIE MEZA
582532	03/20/2019	$19,575.62	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA, INC
582533	03/20/2019	$369.37	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
582534	03/20/2019	$11,482.33	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
582535	03/20/2019	$40.00	CARPOOL INCENTIVE	2238	CARLOS NEGRETE
582536	03/20/2019	$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
582537	03/20/2019	$76.87	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC

582538	03/20/2019	$5,158.99	SUPPLIES	15620	OFFICE DEPOT
582539	03/20/2019	$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
582540	03/20/2019	$55.00	CARPOOL INCENTIVE	1668	MEL PASTION
582541	03/20/2019	$150.00	CONTRACT SERVICES	13680	PEERY & ASSOCIATES, INC.
582542	03/20/2019	$40.00	CARPOOL INCENTIVE	65330	WENDY PEREZ
582543	03/20/2019	$40.00	CARPOOL INCENTIVE	2138	ELVA PHAM
582544	03/20/2019	$30.00	CARPOOL INCENTIVE	34240	ROBERT PORTILLO
582545	03/20/2019	$40.00	CARPOOL INCENTIVE	13220	JESUS RABELERO
582546	03/20/2019	$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
582547	03/20/2019	$129.00	CONTRACT SERVICES	65000	JOAQUIN B. RENTERIA
582548	03/20/2019	$40.00	CARPOOL INCENTIVE	56830	ESTHER ROBLES
582549	03/20/2019	$80.00	CARPOOL INCENTIVE	2260	GERARDO RODRIGUEZ
582550	03/20/2019	$108.62	VEHICLE MAINTENANCE/EXPENSES	52940	S & A ENGINE, INC.
582551	03/20/2019	$40.00	CARPOOL INCENTIVE	69960	NICOLE I. SAUCEDO
582552	03/20/2019	$40.00	CARPOOL INCENTIVE	61140	MICHAEL SAVEDRA
582553	03/20/2019	$595.00	SUPPLIES	2271	SENSOR ELECTRONICS CORPORATION
582554	03/20/2019	$128.45	CONTRACT SERVICES	36350	SHRED-IT USA
582555	03/20/2019	$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
582556	03/20/2019	$40.00	CARPOOL INCENTIVE	33960	DAVID SOSNOWSKI
582557	03/20/2019	$3,173.27	MACHINERY & EQUIPMENTS	1933	STRICTLY TECHNOLOGY LLC.
582558	03/20/2019	$189.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
582559	03/20/2019	$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
582560	03/20/2019	$215.47	SUPPLIES	45120	ULINE
582561	03/20/2019	$2,080.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
582562	03/20/2019	$14,170.80	CONTRACT SERVICES	37	U.S. SECURITY ASSOCIATES, INC.
582563	03/20/2019	$40.00	CARPOOL INCENTIVE	595	MATTHEW A VALENZUELA
582564	03/20/2019	$40.00	CARPOOL INCENTIVE	395	MARIA TERESA VASQUEZ
582565	03/20/2019	$40.00	CARPOOL INCENTIVE	1701	MATTHEW VEGA
582566	03/20/2019	$3,535.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
582567	03/20/2019	$350.00	VEHICLE MAINTENANCE/EXPENSES	51730	WESTRUX INTERNATIONAL INC.
582568	03/20/2019	$80.00	CARPOOL INCENTIVE	2332	HUMBERTO ZARAGOZA
582569	03/20/2019	$383.25	SUPPLIES	1657	ARTURO ZAVALA'S/ZAVALA'S UPHOLSTERY

582570	03/20/2019	$80.00	CARPOOL INCENTIVE	2331	FRANCISCO ZEPEDA
582571	03/20/2019	$29,008.75	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
582572	03/20/2019	$716.50	PREPAID EXPENSES	43590	THE AMERICAN SOCIETY OF COMPOSERS, AUTHORS
582573	03/20/2019	$30.66	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
582574	03/20/2019	$2,338.25	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
582575	03/20/2019	$32.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
582576	03/20/2019	$76.11	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
582577	03/20/2019	$1,275.00	CONTRACT SERVICES	2019	DEWEY SERVICES INCORPORATED
582578	03/20/2019	$155.12	SUPPLIES	25660	E-Z GO DIVISION OF TEXTRON
582579	03/20/2019	$119.69	VEHICLE MAINTENANCE/EXPENSES	506	SPX CORPORATION
582580	03/20/2019	$445.62	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIG
582581	03/20/2019	$120.00	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC.
582582	03/20/2019	$1,831.34	SUPPLIES	1259	GRAFFITI SHIELD, INC.
582583	03/20/2019	$347.85	SUPPLIES	9470	GRAINGER, INC.
582584	03/20/2019	$389.27	VEHICLE MAINTENANCE/EXPENSES	15440	HOSE-MAN, INC.
582585	03/20/2019	$4,528.34	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH, INC.
582586	03/20/2019	$172.66	SUPPLIES	2072	MICROMED DIAMOND SEAL SYSTEMS LLC.
582587	03/20/2019	$265.87	VEHICLE MAINTENANCE/EXPENSES	57780	MONARCH BEARING CO., INC.
582588	03/20/2019	$28,781.13	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
582589	03/20/2019	$2,111.25	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
582590	03/20/2019	$35,507.87	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
582591	03/20/2019	$625.94	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
582592	03/20/2019	$218.99	MACHINERY & EQUIPMENTS	15620	OFFICE DEPOT
582593	03/20/2019	$47,144.99	VEHICLE MAINTENANCE/EXPENSES	1635	PSI REPAIR SERVICES, INC.
582594	03/20/2019	$301.16	SUPPLIES	42210	SAFETY-KLEEN CORP.
582595	03/20/2019	$55,765.08	CONTRACT SERVICES	36290	SIEMENS INDUSTRY INC.
582596	03/20/2019	$572.90	SUPPLIES	2253	WATER UTILITIES SERVICES, INC.
582597	03/20/2019	$195.48	SUPPLIES	45120	ULINE
582598	03/20/2019	$4,700.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
582599	03/20/2019	$4,000.00	CONTRACT SERVICES	75020	VASQUEZ & CO.,LLP
582600	03/20/2019	$20,264.11	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
	Subtotal	**$1,033,800.01**			

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1426	03/14/2019	$2,429.75	CONTRACT SERVICES	58760	COUNTY OF LOS ANGELES
	Subtotal	**$2,429.75**			
	Total	**$1,036,229.76**			

CITY OF MONTEBELLO
BANK OF THE WEST CREDIT CARD CHARGES
CHECK #582459 - MARCH 18, 2019

DATE	AMOUNT		ACCOUNT DESCRIPTION	VENDOR NAME	DEPARTMENT
1/29/19	$	286.08	CONFERENCE EXPENSE	HILTON HOTELS	ADMINISTRATION
1/29/19	$	286.08	CONFERENCE EXPENSE	HILTON HOTELS	ADMINISTRATION
1/29/19	$	286.08	CONFERENCE EXPENSE	HILTON HOTELS	ADMINISTRATION
2/21/19	$	600.00	CONFERENCE EXPENSE	CA CONTRACT CITIES	ADMINISTRATION
1/31/19	$	30.00	ANNUAL MEMBERSHIP FEE	BANK OF THE WEST	ADMINISTRATION
1/31/19	$	30.00	ANNUAL MEMBERSHIP FEE	BANK OF THE WEST	PURCHASING
1/29/19	$	582.51	FLAG POLE LIGHT/MOUNTING	GORDON ELECTRIC SUPPLY	FIRE
1/31/19	$	30.00	ANNUAL MEMBERSHIP FEE	BANK OF THE WEST	FIRE
2/13/19	$	1,830.94	POWER AMPS	GRAYBAR ELECTRIC	FIRE
1/29/19	$	273.80	GARAGE DOOR OPENERS	AMAZON	FIRE STRIKE TEAM
1/29/19	$	1,014.99	DOOR LOCKS	AMAZON	FIRE STRIKE TEAM
1/31/19	$	30.00	ANNUAL MEMBERSHIP FEE	BANK OF THE WEST	FIRE STRIKE TEAM
1/30/19	$	9.55	LABEL TAPE	AMAZON	POLICE
1/30/19	$	339.80	FIREARM SUPPLIES	OPTICS PLANET	POLICE
1/31/19	$	30.00	ANNUAL MEMBERSHIP FEE	BANK OF THE WEST	POLICE
1/30/19	$	160.03	TRAINING SUPPLIES	HOME DEPOT	POLICE
1/30/19	$	477.00	TRAINING	CALIBRE PRESS	POLICE
1/31/19	$	2,139.20	CONFERENCE EXPENSE	HOTELS.COM	POLICE
1/31/19	$	276.00	TRAINING EXPENSE	HOLIDAY INN	POLICE
2/2/19	$	666.40	TRAINING EXPENSE	LA QUINTA INN	POLICE
2/2/19	$	666.40	TRAINING EXPENSE	LA QUINTA INN	POLICE
2/1/19	$	153.96	TRAINING EXPENSE	SOUTHWEST AIRLINES	POLICE
2/4/19	$	226.00	TRAINING	CPOA	POLICE
2/5/19	$	100.00	TRAINING	PAYPAL - KIM TURNER	POLICE
2/6/19	$	266.61	TRAINING EXPENSE	AMERICAN AIRLINES	POLICE
2/7/19	$	649.60	TRAINING	LA QUINTA INN	POLICE
2/7/19	$	649.60	TRAINING	LA QUINTA INN	POLICE
2/9/19	$	242.44	UNIFORMS	ORANGE COUNTY RANGE STORE	POLICE
2/13/19	$	729.66	UNIFORMS	KEYSTONE UNIFORMS	POLICE
2/13/19	$	(38.59)	UNIFORMS	KEYSTONE UNIFORMS	POLICE
2/15/19	$	101.72	TRAINING	CSULB	POLICE
2/15/19	$	101.72	TRAINING	CSULB	POLICE
2/13/19	$	143.48	EQUIPMENT	COPS PLUS	POLICE
2/18/19	$	69.25	BOOKS	AMAZON	POLICE
2/21/19	$	143.00	TRAINING	PAYPAL - KIM TURNER	POLICE
2/22/19	$	57.54	TRAINING	CSULB	POLICE
2/22/19	$	57.54	TRAINING	CSULB	POLICE

CITY OF MONTEBELLO
BANK OF THE WEST CREDIT CARD CHARGES
CHECK #582459 - MARCH 18, 2019

2/22/19	$	80.00	TRAINING	TRANSPORTATION SAFETY INSTITUTE	POLICE
2/26/19	$	60.00	DUES	CA BACKGROUND INVESTIGATORS	POLICE
1/29/19	$	664.53	TRAVEL-TRAINING	HOTELS.COM	TRANSIT
1/29/19	$	450.00	TRAVEL-TRAINING	GLOBAL MASS TRANSIT	TRANSIT
1/29/19	$	456.00	TRAVEL-TRAINING	SOUTHWEST AIRLINES	TRANSIT
1/30/19	$	55.59	TRAINING	LORMAN	TRANSIT
1/31/19	$	30.00	ANNUAL MEMBERSHIP FEE	BANK OF THE WEST	TRANSIT
2/4/19	$	60.00	TRAINING-TRAVEL	HOTEL UNIVERSITY PLAZA WATER	TRANSIT
2/4/19	$	60.00	TRAINING-TRAVEL	HOTEL UNIVERSITY PLAZA WATER	TRANSIT
2/12/19	$	168.22	BUS PART	AMERICAN MOVING PARTS	TRANSIT
2/16/19	$	28.45	LAPTOP CARRYING CASE	AMAZON	TRANSIT
2/21/19	$	79.90	SANDING DISCS	AMAZON	TRANSIT
2/21/19	$	273.66	BUS PART	COMMERCE HOSE & INDUSTRIAL	TRANSIT
1/31/19	$	30.00	ANNUAL MEMBERSHIP FEE	BANK OF THE WEST	RECREATION
2/4/19	$	2,683.17	RIDESHARE LUNCHEON	IN-N-BURGER	RECREATION
2/7/19	$	142.85	SENSOR	BEE'S LIGHTING	RECREATION
2/14/19	$	656.90	BASEBALL HOME PLATES	AMAZON	RECREATION
2/14/19	$	187.27	CPR SUPPLIES	SAFETY PRODUCTS	RECREATION
2/13/19	$	(400.00)	RIDESHARE LUNCHEON	IN-N-BURGER	RECREATION
2/15/19	$	778.25	TV FOR SENIOR CENTER	WALMART	RECREATION
2/15/19	$	107.70	RAINCOATS	FULL SOURCE LLC	RECREATION
2/20/19	$	431.55	MEDICAL SUPPLIES	EMERGENCY SAFETY SUPPLIES	RECREATION
1/31/19	$	30.00	ANNUAL MEMBERSHIP FEE	BANK OF THE WEST	FINANCE
TOTAL	**$**	**20,812.43**			

CITY OF MONTEBELLO
1600 WEST BEVERLY BLVD.
MONTEBELLO, CALIFORNIA

FEBRUARY 13, 2019
WEDNESDAY
5:30 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 Pro Tem Hadjinian called the meeting to order at the hour of 5:34 P.M.**

2. **ROLL CALL:** **City Clerk I. Barajas**
MEMBERS PRESENT: **Melendez, Cobos-Cawthorne, Jimenez, Hadjinian**
STAFF PRESENT: **Acting City Manager Talbot, City Attorney Alvarez-Glasman**

3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS: Assistant City Attorney Cardinale**

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

Tom Pate stated that a recent proposal for SMART TD was rejected and that employees had not received a cost of living increase for years.

Antonio Herrera spoke about a recent proposal that was voted down.

Jessie Castaneda spoke about the great attitudes that bus lines employees have.

Cecilia Lopez stated that members of Smart TD are not happy and need a better proposal.

Barbara Ruiz, 6 year employee spoke about the many employees that are single mothers that still look forward to retirement.

Mayor Pro Tem Hadjinian recessed the meeting into Closed Session at the hour of 5:35 p.m. to discuss the following items. At the hour of 6:12 p.m., Mayor Pro Tem Hadjinian reconvened the meeting.

CLOSED SESSION

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

4. **LIABILITY CLAIMS**
Government Code Section 54956.95
Claimant: F. Osorio (claim no. MNTA-3539)
Agency claimed against: City of Montebello

Councilmembers received a briefing, direction was provide, no final action.

5. **LIABILITY CLAIMS**
Government Code Section 54956.95
Claimant: D. Jacobs (claim no. MNTA-3516)
Agency claimed against: City of Montebello

Councilmembers received a briefing, direction was provide, no final action.

6. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Names of Case: M. Polanco v. City of Montebello, L.A.S.C. Case No. BC671250

Direction was provided, no final action.

7. **CONFERENCE WITH LEGAL COUNCIL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: V. Ocampo v. City of Montebello (Worker's Compensation case number ADJ11390566)

Councilmembers provided direction to Special Counsel regarding terms of possible settlement. No final action to report.

REGULAR SESSION

8. **INVOCATION** **Fire Chief Pelaez**

9. **PLEDGE OF ALLEGIANCE** **Police Chief Keller**

10. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS: Assistant City Attorney Cardinale.**

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

Yvonne Watson asked about the proposed recycled water pipeline and asked who the lead agency was on the project.

Beatriz Vasquez thanked Councilmember Cobos-Cawthorne and added that employees needed a raise.

Delia Delgado, spoke on behalf of the Montebello City Employees Association and stated that employees in this group have been working without a raise for more than 10 years.

Linda Nicklas stated that videos of the last three council meetings have been inaccessible on the City's website.

Maribel Briseno, spoke about the use of the bandroom by the Wiseguys. Ms. Briseno asked that Councilmembers bring back reports from outside meetings.

Margot Eiser spoke about meetings that took place long ago regarding the river valleys and hills, and that those meetings were archived by former resident Tom Dutcher.

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

None.

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

None.

14. **APPROVAL OF AGENDA:** Councilmember Jimenez moved, seconded by Councilmember Cobos-Cawthorne that all items be approved in a single motion with the exception of **Item No. 15 and 27.** Such approval will also waive the reading of any ordinance. Motion carried unanimously.

SCHEDULED MATTERS

15. PUBLIC HEARING: COMMERCIAL CANNABIS PROCESS – RECOMMENDED NEXT STEPS BY CANNABIS AD HOC COMMITTEE, SELECTION OF POTENTIAL OPERATORS FOR PHASE III CONSIDERATION, AND ADOPTION OF FEES AFTER PUBLIC HEARING

The Public Hearing opened at the hour of 7:00 p.m.

Derek stated that his company did not secure a site due to late notices regarding due dates, and will pursue an annual cannabis license.

Maribel Briseno asked about missed deadline and stated that parking at cannabis businesses could create a problem.

Mr. Crowe stated that he never received clarification as to due dates and fees.

Vivian Romero spoke about inflated real estate prices and that it is unfair to ask applicants to pay fees with a short deadline. Ms. Romero also stated that Code Enforcement is backlogged and cannot handle additional calls for service.

Maribel Briseno stated opposition to cannabis and added that those who do not submit documents and/or fees before the cutoff date, should not be given additional time.

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

(1) receive and approve the recommendations of the City's cannabis ad hoc committee related to the approval of certain applicants onto Phase III consideration; and
(2) conduct a public hearing for consideration of adoption of a resolution setting fees related to processing and approving potential cannabis operators' licensing and other entitlements, as required by State law; and
(3) adopt the Resolution No. 19-14. Motion carried unanimously.

CONSENT MATTERS

16. APPROPRIATION OF ASSET FORFEITURE FUNDS TO PURCHASE TWO LEASED VEHICLES

Councilmember Jimenez moved, seconded by Councilmember Cobos-Cawthorne that the City Council approve the appropriation of Drug Asset Forfeiture funds to purchase two (2) leased vehicles at the conclusion of the 4 year lease agreement (due to expire February 28, 2019). Motion carried unanimously.

17. AWARD POLICE DEPARTMENT HVAC MAINTENANCE AND REPAIRS RFP#19-11

Councilmember Jimenez moved, seconded by Councilmember Cobos-Cawthorne that City Council: (1) Award a contract in the amount of $122,822 per year to F.M. Thomas Air Conditioning, Inc. for HVAC Maintenance and Repairs RFP#19-11 at the Police Department; and (2) Authorize the Acting City Manager to execute Contract Agreement No. 3546 on behalf of the City. Motion carried unanimously.

18. **APPROVAL OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) THREE YEAR GOAL FOR FEDERAL FISCAL YEARS 2019 THROUGH 2021**

Councilmember Jimenez moved, seconded by Councilmember Cobos-Cawthorne that the City Council adopt Resolution No. 19-16 authorizing a three year Disadvantaged Business Enterprise ("DBE") goal of three percent (3%) for Federal Transit Administration ("FTA") contracting opportunities for Federal Fiscal Years 2019 through 2021. Motion carried unanimously.

19. **APPROVAL OF AGREEMENTS WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AND CUBIC TRANSPORTATION SYSTEMS, INC. TO UPGRADE THE TRANSIT ACCESS PASS CARD SYSTEMS ON THE MONTEBELLO BUS LINES FLEET**

Councilmember Jimenez moved, seconded by Councilmember Cobos-Cawthorne Approve and adopt the agreements (collectively, the "TAP Agreements") with the Los Angeles County Metropolitan Transportation Authority ("Metro") and Cubic Transportation Systems, Inc. ("Cubic" or "Contractor"): (1) Cooperative Transit Access Pass (TAP) Participant Agreement No. 3548 with Metro; (2) TAP Farebox Upgrade Reimbursement Agreement No. 3549 with Metro; (3) Farebox Upgrade Agreement No. 3550 with Cubic; and (4) Tap Systems Data Use and Non-Disclosure Agreement No. 3551 with Metro. Motion carried unanimously.

20. **PARTNERSHIP AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND THE SHOPS OF MONTEBELLO**

Councilmember Jimenez moved, seconded by Councilmember Cobos-Cawthorne that the City Council approve the proposed Partnership Agreement No. 3552 between the City and The Shops, and authorize the City Manager to execute the agreement on the City's behalf. Motion carried unanimously.

21. **RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION FOR FEDERAL TRANSPORTATION ASSISTANCE**

Councilmember Jimenez moved, seconded by Councilmember Cobos-Cawthorne that the City Council adopt Resolution No. 19-17 authorizing the filing of applications with the Federal Transit Administration for the City of Montebello, through the Montebello Bus Lines, to receive federal transportation assistance. Motion carried unanimously.

22. **CITY COUNCIL AGENDA PACKETS AND WEEKLY NEWSLETTER – CONVERSION TO ELECTRONIC PRODUCTION AND DISTRIBUTION**

Councilmember Jimenez moved, seconded by Councilmember Cobos-Cawthorne that the City Council approve electronic production and distribution of City Council Agenda Packets. Motion carried unanimously.

23. **CONTINUATION OF CALPERS CONTRIBUTIONS**

Councilmember Jimenez moved, seconded by Councilmember Cobos-Cawthorne that the City Council approve Resolution No. 19-18 and side letter agreements (Nos.) substantially in form, continuing the CalPERS Contributions for non-represented classic member employees, for non-safety and safety units, during the City's labor negotiations with the various employee organizations. Motion carried unanimously.

24. **ORDINANCE AMENDING CHAPTERS 3.20 AND 3.21 OF THE MONTEBELLO MUNICIPAL CODE RELATING TO PROCUREMENT**

Councilmember Jimenez moved, seconded by Councilmember Cobos-Cawthorne that the City Council waive the reading and introduce the ordinance Amending Chapters 3.20 and 3.21 of the Montebello Municipal Code Relating to Procurement. Motion carried unanimously.

25. CLAIMS AGAINST THE CITY

Councilmember Jimenez moved, seconded by Councilmember Cobos-Cawthorne to ***DENY*** the following claim: S. Chaves in the amount of $250,000.00. Motion carried unanimously.

26. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED FEBRUARY 13, 2019

Councilmember Jimenez moved, seconded by Councilmember Cobos-Cawthorne to adopt Resolution No. 19-19 approving the Warrant Register dated February 13, 2019. Motion carried unanimously.

27. APPROVAL OF MINUTES: REGULAR SESSIONS OF AUGUST 8, SEPTEMBER 12, SEPTEMBER 19, SEPTEMBER 26 AND OCTOBER 10, 2018

Councilmember Cobos-Cawthorne asked questions regarding the approval of minutes, if Councilmembers were not seated on the City Council during the meetings wherein minutes are considered for approval.

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Melendez to approve and file said minutes. Motion carried 3-0-1 on the following roll call vote:

AYES:	Melendez, Jimenez, Hadjinian
NOES:	None
ABSTAIN:	Cobos-Cawthorne

28. PUBLIC ORALS – IF NEEDED

COUNCIL ORALS

29. COUNCILMEMBER MELENDEZ

a. Beautification Project
Councilmember Melendez received consensus to move forward.

30. COUNCILMEMBER COBOS-CAWTHORNE

a. ICA Conference recap
Councilmember Cobos-Cawthorne gave a brief report regarding the recent ICA Conference and summarized the sessions that she attended, including topics such as bonds, gun violence and cannabis control.
b. SEAACA Meeting update
Several events have or will take place, including Have a Heart Adoption, Pets for Troops, the Big Meow and a Pet Care Fair. The City receives half of fees received at these events.
c. Acknowledgements
Councilmember Cobos-Cawthorne thanked the Police and Fire Department, Public works and Transit for their work during the recent storms. Councilmember Cobos-Cawthorne also attended a Homelessness meeting and spoke about resources for the Homeless.

ITEM #30

31. COUNCILMEMBER JIMENEZ

None.

32. MAYOR PRO TEM HADJINIAN

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Pro Tem Hadjinian wished his Mom a Happy Birthday today and adjourned the meeting at the hour 7:30 p.m. in memory of resident, Miguel Jimenez, the father of Councilwoman Jimenez.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of February 13, 2019 were approved as written on March 13, 2019.

____

IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO
1600 WEST BEVERLY BLVD.
MONTEBELLO, CALIFORNIA

FEBRUARY 27, 2019
WEDNESDAY
5:30 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 Pro Tem Hadjinian called the meeting to order at the hour of 5:35 p.m.**

2. **ROLL CALL:** **City Clerk I. Barajas**
MEMBERS PRESENT: **Cobos-Cawthorne, Jimenez, Melendez, Hadjinian**
STAFF PRESENT: **Acting City Manager Talbot, City Attorney Alvarez-Glasman**

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

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

Delia Delgado, spoke on behalf of the Montebello City Employees Association, and stated that the employees have not received a salary increase or Cost of Living increase.

Cecilia Lopez, Smart TD, spoke on behalf of the Smart TD employees and asked that the City Council consider a raise for the employees.

Tom Pate spoke about rising health care costs for employees and added that the City has funds for increases in employees' salaries.

Mayor Pro Tem Hadjinian recessed the meeting into Closed Session at the hour of 5:45 p.m. and reconvened the meeting at the hour of 6:45 p.m.

CLOSED SESSION

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

4. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
City of Montebello v. All Persons Interested, L.A.S.C. Case No. BC713533

A briefing was provided to all Councilmembers, no action taken, nothing further to report.

5. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code section 54957.6
Agency designated representative: Paul L. Talbot, 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 received a briefing from the Agency's negotiator, no action taken.

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

Councilmember received a briefing, no action taken, nothing further to report.

REGULAR SESSION

7. **INVOCATION** **Pastor Mitchell, Montebello Conventional Churh**

PLEDGE OF ALLEGIANCE **Jennifer Gutierrez, MUSD Board Member**

PRESENTATIONS:

OATH OF OFFICE - NEW COMMISSIONERS: YOUTH COMMISSIONER NEVART MOORADIAN AND CULTURE AND RECREATION COMMISSIONER OLIVER JIMENEZ

8. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS: City Attorney**

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

Lucy Martinez spoke about a street problem on Greenwood Avenue and the fast traffic on her street. Staff was directed to speak with Ms. Martinez.

Johnny Martinez asked questions regarding the process for a proposed development on Greenwood Avenue. Mayor Pro Tem Hadjinian stated that this matter has been approved by the Planning Commission.

Maribel Briseno spoke about the need for translation services at Council meetings and asked about the bandroom used by the Wiseguys.

Maria Barragan Franco stated opposition to cannabis and voiced concerns regarding the amount of new businesses that are approved in the southside of Montebello.

Tila Gregorian spoke about a political flyer she received in the mail.

Manuela Ortiz stated opposition to marijuana applications and that revenues should go to hire additional police officers.

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

None.

11. **CORRECTIONS TO THE AGENDA – ACTING CITY MANAGER**

12. **APPROVAL OF AGENDA:** Mayor Pro Tem Hadjinian moved, seconded by Councilmember Melendez that all items be approved in a single motion with the exception of Item No. 13, 15 and 16. Item No. 13 was removed from the agenda and not discussed. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

SCHEDULED MATTERS

13. **PUBLIC HEARING: DENSITY OVERLAY (DO03-18), ZONE CHANGE (ZC03-18), PLANNED DEVELOPMENT (PD04-18), AND TENTATIVE TRACT MAP (TTM03-18) FOR THE DEVELOPMENT OF SIX (6) TOWNHOMES AT 219 SOUTH GREENWOOD AVENUE**

"This public hearing item will not be heard as originally noticed. This item will be moved to a future date to be determined and will be noticed accordingly."

CONSENT AGENDA (ITEMS 14 -25)

14. SECOND READING OF AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT (DA X-18) BETWEEN THE CITY OF MONTEBELLO AND COSTCO WHOLESALE, INC., FOR THE PROPERTY LOCATED AT 1345 NORTH MONTEBELLO BOULEVARD

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

(1) Hold second reading and approve the Ordinance No. 2411: An Ordinance of the City Council for the City of Montebello, California, approving Development Agreement (DA X-18) between the City of Montebello and Costco Wholesale, Inc., for the property located at 1345 North Montebello Boulevard ("Ordinance"), and
(2) Take such additional, related, action that may be desirable.

Motion carried unanimously.

15. RECOMMENDATION TO AWARD (RFQ # Q-19-21B) FOR REPLACEMENT HANDGUNS AND ASSOCIATED EQUIPMENT TO LC ACTION POLICE SUPPLY

Councilmember Cobos-Cawthorne asked about the guns that are turned in, if Police employees can purchase, and if liability goes with the guns.

Chief Keller stated that officers can purchase guns and the other will be released to a federal licensed vendor, and the City will receive a credit for guns released to vendor.

Councilmember Cobos-Cawthorne moved, seconded by Councilmember Melendez_that City Council:

(1) Award a one-time purchase agreement in the amount of Sixty-Nine Thousand, Five Hundred and Sixteen Dollars and Eighteen Cents ($69,516.18) for the purchase of one-hundred-ten (110) Glock Model 21 handguns, and associated holsters and magazine pouches designed for the handguns (RFQ # Q-19-21B); and
(2) Authorize the Acting City Manager to execute the purchase Agreement on behalf of the City.
(3) Take such additional, related, action that may be desirable.

Motion carried unanimously.

16. APPROVAL TO PURCHASE A POLICE VEHICLE THROUGH THE SOURCEWELL COMPETITIVE GOVERNMENT BIDDING PROCESS

Councilmember Cobos-Cawthorne asked if a bid was submitted by Ford of Montebello. Police Chief Keller stated that a bid was turned in late and 10% more than the winning bid.

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

(1) Approve the use of Los Angeles County Police Chief's Association Assembly Bill 109 (AB109) source funding for the purchase of a new Ford F-150 Responder police vehicle, Resolution No. 19-18, and
(2) Utilize the **Sourcewell** Competitive Government bidding process, in lieu of our standard purchasing practice.
(3) Take such additional related, action that may be desirable.

Motion carried unanimously.

17. AWARD PROFESSIONAL SERVICES AGREEMENT FOR WATER RATE STUDY AND ANALYSIS SERVICES (REQUEST FOR PROPOSALS NO. 18-53)

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

(1) Award a professional services agreement to Harris & Associates for $26,645 to conduct a water rate study and analysis services of the City's Water Systems as requested in Request for Proposal No. 18-53,
(2) Authorize the Acting City Manager to approve change orders up to $2,664.50 (or ten percent) as recommended by the Director of Public Works, and
(3) Authorize the Acting City Manager to execute Agreement No. on behalf of the City.
(4) Take such additional, related, action that may be desirable.

Motion carried unanimously.

18. ORDINANCE AMENDING CHAPTERS 2.30 AND 2.76 OF THE MONTEBELLO MUNICIPAL CODE RELATING TO THE YOUTH AND EDUCATION COMMISSION

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

1) Council introduce the ordinance, as reflected by Attachment 1 ("Ordinance"), by title only, waive any full reading of the Ordinance, and approve the first reading of the Ordinance amending Chapters 2.30 and 2.76 of the Montebello Municipal Code Relating to the Youth and Education Commission.
2) Take such additional, related action that may be desirable.

Motion carried unanimously.

19. A REQUEST TO ACCEPT AS COMPLETE – VARIOUS STREET IMPROVEMENTS PROJECT CITYWIDE, RFP # 18-51, CP 863, FISCAL YEAR 2017/2018 ("PROJECT")

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

(1) Accepts as complete Various Street Improvements Project Citywide, RFP # 18-51, CP 863, Fiscal Year 2017/2018 ("PROJECT"),
(2) Authorize the City Clerk to process the Notice of Completion,
(3) Take such additional, related, action that may be desirable.

Motion carried unanimously.

20. SECOND READING OF ORDINANCE AMENDING CHAPTERS 3.20 AND 3.21 OF THE MONTEBELLO MUNICIPAL CODE RELATING TO PROCUREMENT

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

(1) hold second reading and approve Ordinance No. 2412, as reflected by Attachment 1, amending Chapters 3.20 and 3.21 of the Montebello Municipal Code Relating to Procurement ("Ordinance"), and
(2) take such additional, related, action that may be desirable.

Motion carried unanimously.

21. SIGNATURES FOR CITY'S LOCAL AGENCY INVESTMENT FUND (LAIF) ACCOUNTS

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

1) Approve and adopt Resolution No. 19-19 and SA Resolution No.19-01 to update the authorized officers for the Successor Agency and City LAIF accounts.
2) Take such additional, related action that may be desirable.

Motion carried unanimously.

22. CLAIMS AGAINST THE CITY

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Melendez to ***DENY*** the following claim: A. Chaves in the amount of $2,000.00. Motion carried unanimously.

23. MONTHLY INVESTMENT REPORT – JANUARY 2019

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Melendez to approve and file said report. Motion carried unanimously.

24. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED FEBRUARY 27, 2019

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Melendez adopt Resolution No. 19-20 approving the Warrant Register dated February 27, 2019. Motion carried unanimously.

25. APPROVAL OF MINUTES: REGULAR SESSIONS ON OCTOBER 24, NOVEMBER 14 AND NOVEMBER 28, 2018, AND SPECIAL SESSIONS OF DECEMBER 19 AND JANUARY 8, 2019

RECOMMENDED ACTION: Move to approve and file said minutes.

26. PUBLIC ORALS – IF NEEDED

COUNCIL ORALS

27. COUNCILMEMBER COBOS-CAWTHORNE

a. Golf Course Annual reports
Councilmember Cobos-Cawthorne asked that Golf Course fees be reviewed and asked to look into revamping the outdate Pro Shop.
b. AQMD and Sales Tax
Councilmember Cobos-Cawthorne spoke about the 1.5% sales tax for a clean air project.
c. Townhall
Councilmember Cobos-Cawthorne would like to schedule a Town Hall meeting on March 28, 2019 at the Senior Center to discuss a sales tax.
d. Follow up on Deputy City Clerk stipend
Was not discussed.
e. SEAACA update
Councilmember Cobos-Cawthorne spoke about upcoming various events sponsored by SEAACA, such as the Annual Pet Fair on June 23, 2019, that includes low cost vaccinations.

28. COUNCILMEMBER JIMENEZ

a. Whittier First Day/partnership/grant
b. L.A. County Arts Commission Art Grant
c. Congresswoman Sanchez's art contest

29. COUNCILMEMBER MELENDEZ

None.

30. MAYOR PRO TEM HADJINIAN

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Pro Tem Hadjinian adjourned the meeting in memory of Whittier Attorney, Felipe Plascencia, who recently died in a plane crash.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of February 27, 2019, were approved as written on March 27, 2019.

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IRMA BARAJAS, City Clerk