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**CITY OF MONTEBELLO  
ADJOURNED CITY COUNCIL AND PUBLIC FINANCING AUTHORITY  
JOINT REGULAR MEETING**

**MINUTES**

**WEDNESDAY, DECEMBER 21, 2022 AT 5:00 PM**

**CITY HALL COUNCIL CHAMBERS  
1600 WEST BEVERLY BOULEVARD  
MONTEBELLO, CALIFORNIA**

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**OPENING CEREMONIES**

**CALL TO ORDER**

*Mayor Torres called the Adjourned City Council and Public Financing Authority Joint Regular Meeting and the Special City Council Meeting to order concurrently at 6:06 p.m.*

**ROLL CALL**

*Members present were Mayor Torres, Mayor Pro Tem Peralta, Councilmember Melendez, and Councilmember Tamayo. Councilmember Jimenez arrived at 6:11 p.m. City Clerk Jimenez and Treasurer Matanga were also present.*

**PUBLIC COMMENTS FOR CLOSED SESSION ITEMS**

At this time, the general public may address the City Council/PFA on Closed Session Items. Please be aware that the maximum time allotted for members of the public to speak on Closed Session Items shall not exceed three (3) minutes per person. State Law prohibits the City Council/PFA from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

*None.*

**REGULAR SESSION NO LATER THAN 6:00 P.M.**

**CLOSED SESSION REPORT**

*None.*

**INVOCATION**

*Chief of Police Paul Espinosa*

**PLEDGE OF ALLEGIANCE**

*Chief of Fire Fernando Pelaez*

**CORRECTIONS TO THE AGENDA CITY MANAGER**

**CEREMONIAL/PRESENTATIONS - NONE**

**PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS (30 MINUTES)**

At this time, the general public may address the City Council/PFA on both non-agenda *and* agenda items. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council/PFA from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

*The City Clerk’s Office acknowledged six(6) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker card(s) are on file at the City Clerk’s office.*

*The City Clerk’s Office acknowledged two(2) written public comments submitted to the City’s public comment email address; said comments are on file at the City Clerk’s office.*

*Mayor Pro Tem Peralta motioned, seconded by Councilmember Melendez to extend the Public Comment period to allow the City Clerk to read all written public comments; the motion was approved unanimously.*

**STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**

None.

**PUBLIC HEARING**

1. **PUBLIC HEARING TO APPROVE AN ENERGY SERVICES CONTRACT WITH ALLIANCE BUILDING SOLUTIONS, INC.**

**NOTE: This Public Hearing will be continued to the City Council Meeting of January 25, 2023 or at a date thereafter as determined by the City Council.**

**RECOMMENDATION:**

**REGULAR BUSINESS - NONE**

**CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

*Mayor Pro Tem Peralta pulled Item No’s. 3, and 16. Mayor Torres pulled Item No’s. 2, 4, and 16. Mayor Pro Tem Peralta motioned, seconded by Councilmember Melendez, that Item No’s. 5, and 7-15 be approved; the motion was approved unanimously.*

2. **WAIVE SECOND READING AND ADOPT ORDINANCE NO. 2457 AMENDING CHAPTER 2.14 OF THE MONTEBELLO MUNICIPAL CODE TO UPDATE THE RULES OF ORDER AND PROCEDURE FOR THE CONDUCT OF ALL CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS, PROCEEDINGS, AND BUSINESS**

**RECOMMENDATION: It is recommended that the City Council:**

1. Waive Second Reading and adopt Ordinance No. 2457 Amending Chapter 2.14 of the Montebello Municipal Code Updating the Rules of Order and Procedure for the Conduct of all City Council and Successor Agency Meetings, Proceedings, and Business; and
2. Take such additional related action that may be desirable.

*Mayor Torres motioned, seconded by Mayor Pro Tem Peralta that the City Council table the item for potential changes; the motion was approved by the following vote:*

|                                      |  |                          |
|--------------------------------------|--|--------------------------|
| <b>MOVED:</b> Mayor Torres           | <b>SECONDED:</b> Mayor Pro Tem Peralta | <b>APPROVED:</b> 3-2-0-0 |
| <b>AYES:</b> Peralta, Tamayo, Torres |  |                          |
| <b>NOES:</b> Jimenez, Melendez       |  |                          |

|                      |
|----------------------|
| <b>ABSTAIN:</b> None |
| <b>ABSENT:</b> None  |

3. **APPROVE PROFESSIONAL SERVICES AGREEMENT, NO. 4062, WITH ADVOCATE, INC. DBA NAVA PARTNERS INSURANCE SOLUTIONS, FOR THE EMPLOYEE BENEFITS INSURANCE BROKER SERVICES REQUEST FOR PROPOSAL, NO. 23-3**

**RECOMMENDATION: It is recommended that the City Council:**

1. Approve a Professional Services Agreement, No. 4062 with Advocate, Inc. dba Nava Partners Insurance Solutions to provide Employee Benefits Insurance Broker Services, for a three-year (3-year) term with the option for renewal of up to two (2) additional one-year (1-year) terms, for an initial total not-to-exceed amount of One Hundred and Fifty Thousand Dollars (\$150,000) for the three-year term; and
2. Authorize the City Manager and/or his designee to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello (City); and
3. Take such additional, related, action that may be desirable.

*Mayor Pro Tem Peralta stated that she was concerned with the insurance broker that was selected. She further stated that the insurance broker seemed to have worked with commercial agencies and lacked experience with government agencies, unlike PERS. She asked for clarification on the fiscal impact and the impact on employees. She requested a presentation from PERS.*

*City Manager Bobadilla informed the Council that the item relates to dental and vision benefits not health benefits.*

*Director of Human Resources Nick Razo provided clarification on the broker's plan of action.*

*Mayor Torres asked clarifying questions.*

*Councilmember Jimenez motioned, seconded by Councilmember Melendez to approve the item; the motion was approved unanimously.*

4. **APPROVAL OF TASK ORDER NO. 2 AND NO. 3, UNDER MASTER RETAINER AGREEMENT NO. 3921, WITH TRANSTECH ENGINEER'S, INC. FOR BUILDING PLAN CHECK AND INSPECTION SERVICES**

**RECOMMENDATION: It is recommended that the City Council:**

1. Award Task Order No. 2 via an Engagement Letter Under Master Retainer Agreement No. 3921 with Transtech Engineers, Inc. for General Building Plan Check and Inspection Services for a not-to-exceed fee of \$185,380 per year for staff augmentation and \$352,000 per year for Plan Check services for a term of Two (2) years; and
2. Award Task Order No. 3 via an Engagement Letter Under Master Retainer Agreement No. 3921 with Transtech Engineers, Inc. for Building Inspection Services for the Metro Heights and Other Large Projects for a not-to-exceed fee of \$210,000 for One (1) year; and
3. Authorize the City Manager to execute the agreements, on behalf of the City; and
4. Take such additional, related, action that may be desirable.

*Mayor Torres asked clarifying questions.*

*Director of Public Works James Enriquez provided clarification.*

*Councilmember Melendez motioned to approve the item, seconded by Mayor Pro Tem Peralta; the motion was approved unanimously.*

5. **AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-6) FOR A MASTER DEVELOPER TO PREPARE AND IMPLEMENT A STRATEGIC MASTER PLAN FOR THE MONTEBELLO GOLF COURSE**

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**COMPLEX**

**RECOMMENDATION: It is recommended that the City Council:**

1. Approve Issuing a Request for Proposals ("RFP") for a qualified Master Developer to prepare and implement a strategic master plan for the Montebello Golf Course Complex and authorize solicitation of proposals; and
2. Take such additional, related action that may be desirable.

*Approved unanimously.*

**6. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-5) FOR RECREATION GUIDE PRODUCTION**

**RECOMMENDATION: It is recommended that the City Council:**

1. Authorize staff to issue a Request for Proposals No. 23-5 (RFP) for the production, digital hosting, and printing of a Montebello Recreation Guide; and
2. Take such additional, related, action that may be desirable.

*Mayor Torres asked clarifying questions regarding the item.*

*Director of Parks and Recreation, David Sosnowski provided clarification.*

*Councilmember Jimenez motioned, seconded by Councilmember Melendez to approve the item; the motion was approved unanimously.*

**7. AMENDMENT TO FISCAL YEAR 2022-23 RECREATION AND COMMUNITY SERVICES DEPARTMENT GRANT BUDGET**

**RECOMMENDATION: It is recommended that the City Council:**

1. Amend the Fiscal Year 2022-23 Recreation and Community Services Grant Budget by increasing appropriations by \$27,916 in Account No. 265-70-740-6040.10 (Grants, Parks and Recreation, Prop 68 Per Capita Fund, Other Contract Services); by \$107,166 in Account No. 265-7000-2013-025-6040.60 (Grants, City Parks, City Park Facilities, Building Maintenance/Repairs); and by \$261,261 in Account No. 221-70-720-6040.60 (Measure A, Parks Maintenance, Building Maintenance/Repairs); and
2. Take such additional, related actions that may be desirable.

*Approved unanimously.*

**8. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4056 WITH ORANGE COAST PETROLEUM EQUIPMENT, INC. FOR THE MAINTENANCE HOSE REELS REPLACEMENT, REQUEST FOR PROPOSAL NO. 23-2**

**RECOMMENDATION: It is recommended that the City Council:**

1. Approve a Professional Services Agreement, No. 4056 with Orange Coast Petroleum Equipment, Inc. (Orange Coast Petroleum), for a total not-to-exceed amount of \$90,011, for Maintenance Hose Reels Replacement (response to Request for Proposal No. 23-2); and
2. Authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello; and
3. Take such additional, related, action that may be desirable.

*Approved unanimously.*

9. **APPROVE REVISIONS TO THE CITY OF MONTEBELLO ADMINISTRATIVE POLICY V-B-38.02 – FEDERAL DRUG AND ALCOHOL REGULATIONS (FTA), TO UPDATE ADMINISTRATIVE PERSONNEL, TITLES, AND FUNCTIONS**

**RECOMMENDATION: It is recommended that the City Council:**

1. Approve revisions to the City of Montebello Administrative Policy V-B-38.02 – Federal Drug and Alcohol Regulations (FTA) (Administrative Policy V-B-38.02), to update administrative personnel, titles, and functions; and
2. Take such additional, related, action that may be desirable.

*Approved unanimously.*

10. **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT NOS. 4057 AND 4058 WITH OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC, AND MOHAWK COMMERCIAL, INC., TO PURCHASE AND INSTALL UPGRADED WORKSTATIONS AND FLOORING FOR THE TRANSPORTATION DEPARTMENT**

**RECOMMENDATION: It is recommended that the City Council:**

1. Approve a Professional Services Agreement, No. 4057, with Office Solutions Business Products & Services, LLC (dba Bluespace Interiors), utilizing the Sourcewell Cooperative Purchasing Program (Sourcewell) Contract No. 121919-TKN, to purchase and install upgraded workstations for the Transportation Department for a total not-to-exceed amount of \$128,824; and
2. Approve a Professional Services Agreement, No. 4058, with Mohawk Commercial, Inc. (Mohawk), utilizing the California Multiple Award Schedules (CMAS) Contract No. 4-20-00-0085C, to purchase and install flooring for Transportation, for a total not-to-exceed amount of \$49,099; and
3. Authorize the City Manager and/or their designee to approve change orders for up to ten percent (10%) of the total compensation amount for each proposed agreement; and
4. Take such additional, related, action that may be desirable.

*Approved unanimously.*

11. **ADOPT RESOLUTION NO. 22-92 APPROVING MONTEBELLO BUS LINES' 2022 TITLE VI PROGRAM INCLUDING THE LANGUAGE ASSISTANCE PLAN AND PUBLIC PARTICIPATION PLAN, THE DISPARATE IMPACT POLICY AND DISPROPORTIONATE BURDEN POLICY, AND THE TRANSIT SERVICE MONITORING RESULTS**

**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 22-92 approving Montebello Bus Lines' 2022 Title VI Program, including the Language Assistance Plan and the Public Participation Plan; and
2. Approve the Disparate Impact Policy and Disproportionate Burden Policy, as defined within the 2022 Title VI Program; and
3. Approve the Transit Service Monitoring Results, included within the 2022 Title VI Program; and
4. Take such additional, related, action that may be desirable.

*Approved unanimously.*

12. **APPROVE RECEIPT OF AN AWARD FROM THE CALIFORNIA HOMELESS COORDINATING AND FINANCING COUNCIL (HCFC) ENCAMPMENT RESOLUTION GRANT PROGRAM FISCAL YEAR 2022-23 AND 2023-2024 AND APPROPRIATE GRANT FUNDING**

**RECOMMENDATION: It is recommended that the City Council:**

1. Approve the appropriation of \$1,168,774 awarded to the City by the California Interagency Council on Homelessness (Cal ICH) Encampment Resolution Funding Grant Program; and

2. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$1,168,774 in Expense Account No. 267-85-859-6040.10 and \$1,168,774 in Revenue Account No. 267-99-4198.40 (Cal-ICH) - Encampment Resolution Funding Grant Fund, Fire, Cal-ICH - Encampment Resolution Funding, Other Contract Services and Miscellaneous Grants - Cal-ICH Encampment Resolution Funding; and
3. Authorize the City Manager to execute a Memorandum of Agreement between the City of Montebello and State of California Business, Consumer Services and Housing Agency (BCSH) to receive \$1,168,774 in funding for the Encampment Resolution Funding Program; and
4. Authorize the City Manager to enter into a sole-source contract with Beverly Hospital for the purpose of the demonstration project to provide emergency room case management homeless services in an amount not-to-exceed \$150,000 for the grant term of two years; and
5. Take such additional, related action that may be desirable.

*Approved unanimously.*

**13. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4055 WITH URBAN FUTURES, INC. TO PROVIDE CONTINUING DISCLOSURE SERVICES**

**RECOMMENDATION: It is recommended that the City Council:**

1. Approve Professional Services Agreement No. 4055 with Urban Futures, Inc. (Urban Futures, Inc.) in an amount not to exceed \$99,600 (\$33,200 annually) over an initial three (3) year term; and
2. Take any additional actions necessary to effectuate the procurement of services.

*Approved unanimously.*

**14. UPDATE ON SALE OF CITY'S WATER SYSTEM TO SAN GABRIEL VALLEY WATER COMPANY**

**RECOMMENDATION: It is recommended that the City Council:**

1. Receive and file this update on the sale of the City's water system to San Gabriel Valley Water Company (SGVWC).

*Approved unanimously.*

**15. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 22-95 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED DECEMBER 21, 2022**

**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 22-95 approving the Warrant Register dated December 21, 2022.

*Approved unanimously.*

**16. AMENDMENT OF AGREEMENT NO'S. 893, 3213, AND 3323 RELATED TO QUIET CANNON MANAGEMENT AND ASSOCIATED BUSINESS ENTITIES**

**RECOMMENDATION: It is recommended that the City Council:**

1. Approve the amended Agreements related to the Quiet Cannon Management (QMC) and associated hotel business entities in substantially the form as presented; and
2. Take such additional, related, action that may be desirable.

*Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo to continue the item to a future date for Council to receive more information; the motion was passed unanimously.*

**AB 1234 TRAVEL REPORTS**

Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

*None*

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**COUNCIL ORALS**

Council member announcements; requests for future agenda items; conference/meetings reports.

- **David N. Torres, Mayor**
- **Scarlet Peralta, Mayor Pro Tem**
- **Angie M. Jimenez, Councilmember**
- **Salvador Melendez, Councilmember**
- **Georgina Tamayo, Councilmember**

**ADJOURNMENT**The City of Montebello will adjourn to the next **Regular Meeting on January 11, 2023 at 5:00 p.m.** which can be live streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Alicia Fernandez, Senior Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Thursday, December 15, 2022 by 5:00 p.m.**



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Alicia Fernandez, Senior Deputy City Clerk

*Mayor Pro Tem Peralta motioned, seconded by Councilmember Melendez to adjourn the meeting at 7:24 p.m.; the motion was approved unanimously.*

**THE MINUTES OF DECEMBER 21, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 22ND DAY OF FEBRUARY 22, 2023**

Special Mtg

1

CITY OF MONTEBELLO

Request No. \_\_\_\_\_



# SPEAKER CARD

**Please Note:** Address and phone number are optional and not required to speak. Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

**Type of Comment:** Closed Session  Non-Agenda Item  **AGENDA ITEM NO.** \_\_\_\_\_

**Meeting Date:** 12/21/22 **Time Received:** \_\_\_\_\_ **Date Received:** \_\_\_\_\_

**SPEAKER'S FULL NAME:** Bobby Nassir **PHONE:** \_\_\_\_\_ (Optional)

**ADDRESS:** 1625 Bluff Rd \_\_\_\_\_ (Optional)

**ORGANIZATION REPRESENTED:** \_\_\_\_\_

Opposed  In Support  Neutral  **TOPIC:** Study session on overlay zone

**NOTES:** \_\_\_\_\_

**ACCOMMODATIONS:** \_\_\_\_\_

**Translation Needed:** No  Yes  **Language:** \_\_\_\_\_

**Received by Staff** \_\_\_\_\_ **Received Via:** Email  Phone  In Person

Special Mtg

CITY OF MONTEBELLO

Request No. 2



# SPEAKER CARD

**Please Note:** Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

**Type of Comment:**

Closed Session

Non-Agenda Item

**AGENDA ITEM NO.** \_\_\_\_\_

**Meeting Date:** 12-21-22

**Time Received:** \_\_\_\_\_

**Date Received:** \_\_\_\_\_

**SPEAKER'S FULL NAME:** Brian Decker

**PHONE:** \_\_\_\_\_

(Optional)

**ADDRESS:** \_\_\_\_\_

(Optional)

**ORGANIZATION REPRESENTED:** SC Fuels

Opposed  In Support  Neutral

**TOPIC:** Study session on Overlay Zone

**NOTES:** \_\_\_\_\_

**ACCOMMODATIONS:** None

**Translation Needed:** No  Yes  **Language:** \_\_\_\_\_

**Received by Staff** \_\_\_\_\_

**Received Via:** Email  Phone  In Person

Special Mtg.

CITY OF MONTEBELLO

Request No. 3



# SPEAKER CARD

**Please Note:** Address and phone number are optional and not required to speak. Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

**Type of Comment:** Closed Session  Non-Agenda Item  **AGENDA ITEM NO.** \_\_\_\_\_

**Meeting Date:** 12-21-22 **Time Received:** 5:30 **Date Received:** 12-21-22

**SPEAKER'S FULL NAME:** ENRIQUE VAREGAS **PHONE:** (451) 903 3697  
(Optional)

**ADDRESS:** 1717 BUFF RD Montebello CA 90640  
(Optional)

**ORGANIZATION REPRESENTED:** \_\_\_\_\_

Opposed  In Support  Neutral  **TOPIC:** \_\_\_\_\_

**NOTES:** Brown Field meeting

**ACCOMMODATIONS:** \_\_\_\_\_

**Translation Needed:** No  Yes  Language: \_\_\_\_\_

**Received by Staff** \_\_\_\_\_ **Received Via:** Email  Phone  In Person

Special Mtg

CITY OF MONTEBELLO

Request No. 4



# SPEAKER CARD

**Please Note:** Address and phone number are optional and not required to speak. Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

**Type of Comment:**

Closed Session

Non-Agenda Item

**AGENDA ITEM NO.** CO

**Meeting Date:** 12-21-22

**Time Received:** 17:50

**Date Received:** 12+21-22

**SPEAKER'S FULL NAME:** Edward Franco

**PHONE:** \_\_\_\_\_  
(Optional)

**ADDRESS:** \_\_\_\_\_  
(Optional)

**ORGANIZATION REPRESENTED:** \_\_\_\_\_

Opposed  In Support  Neutral  **TOPIC:** \_\_\_\_\_

**NOTES:** \_\_\_\_\_

**ACCOMMODATIONS:** \_\_\_\_\_

**Translation Needed:** No  Yes  Language: \_\_\_\_\_

**Received by Staff** \_\_\_\_\_

**Received Via:** Email  Phone  In Person

Special Mtg

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# SPEAKER CARD

**Please Note:** Address and phone number are optional and not required to speak. Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

**Type of Comment:** Closed Session  Non-Agenda Item  **AGENDA ITEM NO.** \_\_\_\_\_

**Meeting Date:** 12/21/22 **Time Received:** 545 **Date Received:** 12/21/22

**SPEAKER'S FULL NAME:** Michael Mantelling **PHONE:** \_\_\_\_\_ (Optional)

**ADDRESS:** 1501 Chapin Rd Montebello

**ORGANIZATION REPRESENTED:** Liberty Line Haul West (Optional)

Opposed  In Support  Neutral  **TOPIC:** Brownfield overlay

**NOTES:** Brownfield overlay

**ACCOMMODATIONS:** \_\_\_\_\_

**Translation Needed:** No  Yes  Language: \_\_\_\_\_

**Received by Staff** \_\_\_\_\_ **Received Via:** Email  Phone  In Person

Special Mtg

CITY OF MONTEBELLO

Request No. 6



# SPEAKER CARD

**Please Note:** Address and phone number are optional and not required to speak. Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

**Type of Comment:** Closed Session  Non-Agenda Item  **AGENDA ITEM NO.** \_\_\_\_\_

**Meeting Date:** 12/21/22 **Time Received:** 5:41 **Date Received:** 12/21/22

**SPEAKER'S FULL NAME:** Robert Johnson **PHONE:** \_\_\_\_\_ (Optional)

**ADDRESS:** 501 Chapin Rd, Montebello, CA. (Optional)

**ORGANIZATION REPRESENTED:** Liberty Linehaul West

Opposed  In Support  Neutral  **TOPIC:** Study Session for Brownfield, Overland district

**NOTES:** \_\_\_\_\_

**ACCOMMODATIONS:** \_\_\_\_\_

**Translation Needed:** No  Yes  **Language:** \_\_\_\_\_

**Received by Staff** \_\_\_\_\_ **Received Via:** Email  Phone  In Person

Special Mtg

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CITY OF MONTEBELLO

Request No. \_\_\_\_\_



# SPEAKER CARD

**Please Note:** Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

**Type of Comment:** Closed Session  Non-Agenda Item  **AGENDA ITEM NO.** \_\_\_\_\_

**Meeting Date:** 12/21/22 **Time Received:** 5:45 **Date Received:** 12/21/22

**SPEAKER'S FULL NAME:** Shirley Aragon **PHONE:** \_\_\_\_\_ (Optional)

**ADDRESS:** 1501 Chapin Rd. Montebello CA 90640

**ORGANIZATION REPRESENTED:** Liberty Linehaul West Inc. (Optional)

Opposed  In Support  Neutral  **TOPIC:** \_\_\_\_\_

**NOTES:** Brownfield Overlay

**ACCOMMODATIONS:** \_\_\_\_\_

**Translation Needed:** No  Yes  **Language:** \_\_\_\_\_

**Received by Staff** \_\_\_\_\_ **Received Via:** Email  Phone  In Person

Special Mtg

CITY OF MONTEBELLO

Request No. 8



# SPEAKER CARD

**Please Note:** Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

**Type of Comment:** Closed Session  Non-Agenda Item  **AGENDA ITEM NO.** \_\_\_\_\_

**Meeting Date:** 12/21/22 **Time Received:** \_\_\_\_\_ **Date Received:** \_\_\_\_\_

**SPEAKER'S FULL NAME:** Laura Barragan **PHONE:** 323) 841-0208  
(Optional)

**ADDRESS:** 2740 Via Paseo Montebello CA 90640  
(Optional)

**ORGANIZATION REPRESENTED:** Liberty Line Haul west.

Opposed  In Support  Neutral  **TOPIC:** \_\_\_\_\_

**NOTES:** Brownfield Overlay

**ACCOMMODATIONS:** \_\_\_\_\_

**Translation Needed:** No  Yes  **Language:** \_\_\_\_\_

**Received by Staff** \_\_\_\_\_ **Received Via:** Email  Phone  In Person

Special Note

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CITY OF MONTEBELLO

Request No. \_\_\_\_\_



# SPEAKER CARD

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**Type of Comment:** Closed Session  Non-Agenda Item  **AGENDA ITEM NO.** \_\_\_\_\_

**Meeting Date:** Dec 21/2022 **Time Received:** 5pm **Date Received:** \_\_\_\_\_

**SPEAKER'S FULL NAME:** GREG DUBOIS **PHONE:** \_\_\_\_\_ (Optional)

**ADDRESS:** 1501 CHAPIN ROAD MONTEBELLO, CA 90640 (Optional)

**ORGANIZATION REPRESENTED:** LUBCON LINEHAUL WEST, INC.

Opposed  In Support  Neutral  **TOPIC:** \_\_\_\_\_

**NOTES:** BROWNFIELD OILFIELD

**ACCOMMODATIONS:** \_\_\_\_\_

**Translation Needed:** No  Yes  **Language:** \_\_\_\_\_

**Received by Staff** \_\_\_\_\_ **Received Via:** Email  Phone  In Person

Special Mtg

CITY OF MONTEBELLO

Request No. 10



# SPEAKER CARD

**Please Note:** Address and phone number are optional and not required to speak. Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

**Type of Comment:** Closed Session  Non-Agenda Item  **AGENDA ITEM NO.** \_\_\_\_\_

**Meeting Date:** 12-21-22 **Time Received:** \_\_\_\_\_ **Date Received:** 12-21-22

**SPEAKER'S FULL NAME:** Rosemary Torres **PHONE:** \_\_\_\_\_ (Optional)

**ADDRESS:** \_\_\_\_\_ (Optional)

**ORGANIZATION REPRESENTED:** self

Opposed  In Support  Neutral  **TOPIC:** \_\_\_\_\_

**NOTES:** general comment

**ACCOMMODATIONS:** \_\_\_\_\_

**Translation Needed:** No  Yes  **Language:** \_\_\_\_\_

**Received by Staff** \_\_\_\_\_ **Received Via:** Email  Phone  In Person

Special Mtg

11

CITY OF MONTEBELLO

Request No. \_\_\_\_\_



# SPEAKER CARD

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**Type of Comment:** Closed Session  Non-Agenda Item  **AGENDA ITEM NO.** \_\_\_\_\_

**Meeting Date:** 12/21/22 **Time Received:** \_\_\_\_\_ **Date Received:** \_\_\_\_\_

**SPEAKER'S FULL NAME:** GUILLERMO CILIA **PHONE:** 323-246-9731  
(Optional)

**ADDRESS:** 4629 GRAPE ST. PICO RIVERA CA 90660  
(Optional)

**ORGANIZATION REPRESENTED:** LIBERTY LINEHAUL WEST

Opposed  In Support  Neutral  **TOPIC:** \_\_\_\_\_

**NOTES:** \_\_\_\_\_

**ACCOMMODATIONS:** \_\_\_\_\_

**Translation Needed:** No  Yes  **Language:** \_\_\_\_\_

**Received by Staff** \_\_\_\_\_ **Received Via:** Email  Phone  In Person

Special Mtg

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CITY OF MONTEBELLO

Request No. \_\_\_\_\_



# SPEAKER CARD

**Please Note:** Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

**Type of Comment:** Closed Session  Non-Agenda Item  **AGENDA ITEM NO.** \_\_\_\_\_

**Meeting Date:** 12-21-22 **Time Received:** \_\_\_\_\_ **Date Received:** \_\_\_\_\_

**SPEAKER'S FULL NAME:** Norman Perez **PHONE:** \_\_\_\_\_  
(Optional)

**ADDRESS:** 1601 S. Bluff Rd.  
(Optional)

**ORGANIZATION REPRESENTED:** \_\_\_\_\_

Opposed  In Support  Neutral  **TOPIC:** \_\_\_\_\_

**NOTES:** Brownfield Overlay

**ACCOMMODATIONS:** \_\_\_\_\_

**Translation Needed:** No  Yes  Language: \_\_\_\_\_

**Received by Staff** \_\_\_\_\_ **Received Via:** Email  Phone  In Person

Special Mtg

CITY OF MONTEBELLO

Request No. 13



# SPEAKER CARD

**Please Note:** Address and phone number are optional and not required to speak. Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session  Non-Agenda Item  AGENDA ITEM NO. \_\_\_\_\_

Meeting Date: 6:00 Time Received: \_\_\_\_\_ Date Received: \_\_\_\_\_

SPEAKER'S FULL NAME: Carlos Arturo Garcia PHONE: (323) 321-1785 (Optional)

ADDRESS: 1707 S. Bluff Rd. Montebello CA 90640 (Optional)

ORGANIZATION REPRESENTED: \_\_\_\_\_

Opposed  In Support  Neutral  TOPIC: \_\_\_\_\_

NOTES: Brown field meeting

ACCOMMODATIONS: \_\_\_\_\_

Translation Needed: No  Yes  Language: \_\_\_\_\_

Received by Staff \_\_\_\_\_ Received Via: Email  Phone  In Person

# **Special Meeting Public Comments**

## Guillen, Kimberly (Admin)

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**From:** Kevin Wong <kevin@fastdeer.us>  
**Sent:** Wednesday, December 21, 2022 9:24 AM  
**To:** Comment, ccpublic  
**Subject:** [External Email] Public Comment for Council Meeting 12-21-22

Dear Montebello City Council,

I am writing to express my support for a study session regarding the Brownsfield Overlay District. I am the Director of Operations for Fast Deer Bus Charter, a charter bus company located on 8105 Slauson Ave. We are family-owned small business has been in operations for 43 years, thirteen of which have been at our location in Montebello. Our workforce is comprised of over 50 employees. My father is the owner of the company and has worked tirelessly to make this company a success.

I support the proposal to create a study session because I believe it is in the City's best interest to support the small businesses that are impacted by the Brownsfield Overlay District. Many of these businesses have occupied these properties for decades, and we want to stay and continue operations. The letter we received early last month was unsettling – it asked us to cease operations within weeks, something that was not feasible or realistic. No company that I spoke with received any prior notices or warnings. My biggest ask is that at the conclusion of the study session, the City Council repeal the sunset date of the Brownsfield Overlay District. Please support our business in staying here in perpetuity.

Again, I look forward to working with the City Council to come to a mutual agreement that would help keep jobs in Montebello.

Sincerely,

**Kevin Wong**  
DIRECTOR OF OPERATIONS  
Office: (323) 201-8988  
[www.fastdeerbus.com](http://www.fastdeerbus.com)

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**\*\*\*PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.\*\*\***

## Rodarte, Alejandro

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**From:** Jacie Boyd <Jacie.Boyd@knighttrans.com>  
**Sent:** Wednesday, December 21, 2022 11:31 AM  
**To:** Comment, ccpublic  
**Subject:** [External Email] Study Session for 1603 Chapin Road

Dear Montebello City Council,

My name is Jacie Boyd and I work for Swift Transportation located at 1603 Chapin Road in the Brownsfield Overlay zone. We have been in the city for approximately 10 years and have many employees that also live in the city. I am writing to express our support for the council to direct staff to conduct a study session in order to ultimately **repeal the sunset date on the overlay zone.**

We could not make the meeting tonight, but would like to be involved in the study session.

Thank you,

**Jacie Boyd | Real Estate Manager**  
Corporate Real Estate Services | Real Estate  
Knight-Swift Transportation Holdings Inc.  
2002 W. Wahalla, Phoenix, AZ 85027  
O: 602.352.5060  
[Jacie.Boyd@knighttrans.com](mailto:Jacie.Boyd@knighttrans.com)



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**\*\*\*PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.\*\*\***

## Rodarte, Alejandro

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**From:** Vic Caliva <how2polish@gmail.com>  
**Sent:** Wednesday, December 21, 2022 2:20 PM  
**To:** Comment, ccpublic  
**Subject:** [External Email] brownsfield overlay

Dear Montebello City council,

My name is Vic Calivas from Calivas Truck Polishing located at 16-- Bluff Road in the Brownsfield overlay zone. I have been running my family business here for 42 years and have 26 employees of which approximately 7 live in the city of Montebello. I am writing to express my support for the study session to achieve an outcome which will ultimately allow us transportation related family businesses in the area to continue operating. We greatly appreciate the council's in addressing this urgent matter.

Sincerely,

Vic Caliva  
calivas inc.  
adc truckwash  
323-887-0656 off  
213-305-1511 cell  
Thank\_you  
Vic Caliva

323-887-0656 off  
213-305-1511 cell

---  
\*\*\*PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.\*\*\*

Submitted by Linda Nidia  
(spoke during public comment)

Code of Ordinances > Title 13 - PUBLIC SERVICES

- > Title 15 - BUILDINGS AND CONSTRUCTION
- > Title 16 - SUBDIVISIONS
- > Title 17 - ZONING

Appendix A - INDEX OF PRIMARY USES

STATUTORY REFERENCES FOR CALIFORNIA CITIES

CROSS-REFERENCE TABLE

ORDINANCE LIST AND DISPOSITION TABLE

CODE COMPARATIVE TABLE AND DISPOSITION LIST modified

< Title 2 - ADMINISTRATION AND PERSONNEL

Chapter 2.08 - CITY COUNCIL >

## Chapter 2.04 - CITY MANAGER<sup>[1]</sup>

**Footnotes:**

— (1) —

**Editor's note**— Ord. No. 2367, § 2, adopted May 13, 2015, changed the title of Ch. 2.04 from "City manager" to read as set out herein.

### 2.04.000 - Form of government.

Pursuant to California Government Code Sections 34851(a) and 34852, the city council of the City of Montebello hereby establishes a council - city manager form of government.

(Ord. No. 2422, § 2, 5-13-2020)

### 2.04.010 - Office created—Basis for appointments.

The office of the city manager of the city is created and established. The holder of this office shall be appointed by the city council solely on the basis of his/her executive and administrative qualifications, ability and previous governmental experience, and shall hold office at the pleasure of the city council excepting as hereinafter provided in [Section 2.04.060](#).

(Prior code § 2100)

(Ord. No. 2367, § 2, 5-13-2015; Ord. No. 2422, § 2, 5-13-2020)

### **2.04.020 - Residence.**

The appointed city manager, if not a resident of the city at the time of appointment, shall become a resident of the city within ninety days after his appointment.

(Prior code § 2101)

(Ord. No. 2367, § 2, 5-13-2015)

### **2.04.030 - Eligibility of council members.**

No member of the city council of the city shall be eligible for an appointment as city manager until one year has elapsed after he/she has ceased to be a member of the council.

(Prior code § 2102)

(Ord. No. 2367, § 2, 5-13-2015; Ord. No. 2422, § 2, 5-13-2020)

### **2.04.040 - Compensation.**

The city manager shall receive such compensation as the city council shall from time to time determine and fix by resolution or contract.

(Prior code § 2104)

(Ord. No. 2367, § 2, 5-13-2015; Ord. No. 2422, § 2, 5-13-2020)

### **2.04.050 - Duties.**

The city manager shall be the administrative head of city government under the direction and control of the city council. He/she shall be responsible for the efficient administration of all affairs, both administrative and managerial, of the city. In addition to his/her general powers as the administrative and management head, and not as a limitation thereon, it shall be his duty and authority for the following:

- A. Supervise and oversee the preparation and submission to the city council of a detailed proposed annual city budget and to offer his/her recommendations as to such increases, decreases, cancellations, transfers or changes in any items included in the proposed budget before adoption of the final budget and its administration after its final adoption, and to keep the city council informed with respect thereto;
- B. Prepare and submit to the city council at the end of each fiscal year a comprehensive report of the financial and administrative activities of the city for the preceding year;
- C. Advise the city council of the financial condition and future needs of the city;
- D.

**Code of Ordinances**

Prepare such general rules and regulations as are necessary or proper for the general conduct of the administrative offices and departments of the city under his express jurisdiction and submit the same to the city council for its approval;

- E. Serve as personnel officer of the city, however, in exercising this authority, neither the council nor any of its members shall direct or request the appointment of any person, promotion/demotion/discipline of or removal from employment any department head or employee in the administrative services of the city. In addressing personnel matters of the city, the city council and its members shall inquire or seek information solely through the city manager or his/her designee and neither the city council nor any of its members shall give orders to any subordinates of the city manager, either publicly or privately. Notwithstanding the foregoing, City Councilmembers may make inquiries directly to directors, department heads or employees for information and materials, but may not unilaterally order or instruct department heads or other employees.
- F. Be responsible for public relations and the dissemination of information to the citizens of the city.
- G. Attend all meetings of the city council and such other boards and commissions as may be designated by the city council and to report upon any matter concerning the affairs of the departments, services or activities under his/her supervision upon which, in his/her judgement, the city council should be informed, or upon which reports are request by a majority of the city council;
- H. Be responsible to see that all franchises, permits and privileges granted by the city council are faithfully performed and all due conditions met and observed;
- I. Exercise general supervision over all public buildings, public parks and public property under the control and jurisdiction of the city council and not specifically delegated to a particular board or other department head;
- J. Devote his/her entire time to the duties of this office and to the interests of the city;
- K. Perform such other duties and exercise such other powers as are necessarily incident to the powers contained in this section, or as may be assigned, delegated or required of him from time to time by the action of the city council:
- L. Oversee the development and organization of public improvement projects and programs, and to aid and assist the city council and other city departments and offices of the city;
- M. To appoint competent, qualified officers, department heads and employees to the administrative service (which term is inclusive of all persons governed by the City's Civil Service/Personnel System as established and defined in [Chapter 2.60](#) "Civil Service System," excepting the City Council, City Clerk and City Attorney), and to dismiss, suspend

and/or discipline such officers and employees in accordance with the [Chapter 2.60](#) and the Civil Service Commission process defined therein. To recommend to the city council such reorganization of officers, departments or divisions as may be in the best interests of efficient and economical conduct of the city's business, and affect such reorganization when authorized by ordinance, resolution or other approval of the city council; and to employ such temporary or part-time employees as may be required, in his/her opinion, subject to the Civil Service/Personnel System;

- N. To control, order and manage all department heads, subordinate officers and employees of the city;
- O. Prepare and recommend to the city council from time to time desirable revisions to the Compensation Plan and the Table of Organization of the city;
- P. As agent for the city council, and within the authority established by the Municipal Code and in accordance with the municipal budget adopted by the city council, to exercise the power of approval or rejection of expenditures for all departments, divisions, services and offices of the city government; this shall include the authority to authorize minor deviations from the municipal budget, and transfer funds and appropriations from accounts to accounts, within the same department or office, where the exigencies of the situation or practical needs of the city's operations require such action, but in all such cases the city manager shall report the exercise of such authority established herein to the city council within thirty days or sooner, thereafter;
- Q. To prescribe such rules, regulations and policies as he/she deems necessary or expedient for the conduct of administrative services and, within authorized limits of law, policies and/or regulations, to revoke, suspend or amend any rule, regulations or policy established by any department head or other person in the position of providing administrative services for the city;
- R. The city manager shall have the power and authority to sign any contract or conveyance as authorized by California Government Code Section 40602.

(Prior code § 2105)

(Ord. No. 2367, § 2, 5-13-2015; Ord. No. 2422, § 2, 5-13-2020)

## **2.04.060 - Removal.**

- A. The city manager shall not be removed from office ninety days prior to or within a period of ninety days after any municipal election at which time a member of the city council is elected. At any other time the city manager may be removed only at a regular meeting of the city council and upon affirmation votes of at least three members of the city council. Even if there are less than five members seated, removal can only occur if there at least three affirmative votes. Any abstention will not be counted as an affirmative vote. At least thirty days prior to

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN  
RENE BOBADILLA AND THE CITY OF MONTEBELLO**

This SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN RENE BOBADILLA AND THE CITY OF MONTEBELLO (“Second Amendment”) is entered into on the 9th day of June, 2021, by and between the CITY OF MONTEBELLO, a Municipal Corporation, hereinafter referred to as “City” and RENE BOBADILLA, hereinafter referred to as “Bobadilla,” amending certain terms of employment as provided in the EMPLOYMENT AGREEMENT BETWEEN RENE BOBADILLA AND THE CITY OF MONTEBELLO (“Agreement”) effective July 29, 2019, as amended by the FIRST AMENDMENT (“First Amendment”), effective June 24, 2020.

**I. RECITALS**

- A. Effective July 29, 2019, City and Bobadilla entered into an Employment Agreement whereby Bobadilla was appointed to the position of City Manager and to exercise the powers and duties set forth in Chapter 2.04 of the Montebello Municipal Code. The Agreement was amended by the First Amendment, effective June 24, 2020.
- B. Effective June 9, 2020, City and Bobadilla agree to the terms of this Second Amendment to the Agreement which modifies Bobadilla’s salary and other essential terms of employment.
- C. All terms and conditions of employment contained in the Agreement and First Amendment not specifically amended by this Second Amendment shall remain in full force and effect.

NOW, THEREFORE, City and Bobadilla agree as follows:

**II. AMENDMENTS TO AGREEMENT**

The following Sections to the Agreement are amended to read as follows:

(a) Section I of the Agreement is amended as follows:

I. Term of this Agreement

This Second Agreement provides for the continued relationship of the City and Bobadilla for a term consisting of a five (5) year period ("Term"), beginning June 9, 2021, and continuing to June 8, 2026, unless Bobadilla earlier resigns his position as set forth in Section IV or is terminated as set forth in Sections V and VI. Nothing contained in this Agreement shall limit the Parties from extending the Term for additional periods ("Extended Term"), subject to terms and conditions negotiated and approved in writing by and between the Parties. The Term and any Extended Term shall be collectively be referred to as the "Term" of this Agreement.

[All other language from Section I from Agreement remains unchanged.]

(b) Section III of the Agreement is amended as follows:

III. Salary and Deferred Compensation

Commencing June 10, 2021, City agrees to pay Bobadilla a base salary of \$318,500 a year ("Base Salary"). Salary payments shall be made in payroll period installments at the same time as other employees of City are paid. This Base Salary shall be subject to a Two and one-half percent (2.5%) increase adjustment effective July 1, 2021 in the same manner that the City's directors will be receiving.

Commencing on the effective date of the Second Amendment, the City on behalf of Bobadilla will make, in equal proportionate amounts on each pay period, the annual contribution limit set by the IRS into a qualified Section 457 Plan maintained by the City. Amounts contributed under this section shall be to the benefit of Employee in accordance with the deferred compensation plan participation agreement. The current limit is \$19,500 per year, such amount will be adjusted as the maximum allowed contribution is increased.

(c) Section VI of the Agreement is amended as follows:

VI. At-Will Employment and Severance

Bobadilla acknowledges and accepts that he may be terminated without cause at any time and he serves as an at-will employee. Notwithstanding the language contained in Montebello Municipal Code Section 2.04.060, City agrees that in order to terminate Bobadilla pursuant to this Section VI of this Agreement it will require an affirmative vote of 4 members of the City Council (abstentions will not be counted as an affirmative vote

for termination and if there less than 5 members then seated on the City Council, it will require an unanimous vote to terminate). In the event Bobadilla is terminated from his position by City Council before expiration of the Initial Term or if extended, the Extended Term, and he is willing and able to continue performing his duties as City Manager, then City agrees to pay Bobadilla as severance his Base Salary, including benefits, which Bobadilla is receiving as of the date of such termination, ("Severance Benefit") for a period as defined as follows:

- A. If terminated as set forth in this Section VI, Bobadilla shall receive the sum equal to the Severance Benefit times eighteen (18) months.

[All other language from Section VI from Agreement remains unchanged.]

(d) Section X. A. of the Agreement is amended, as follows:

- A. Unless otherwise specified herein, benefits provided to other Executive Management employees of the City shall also be provided to Bobadilla, including all medical, dental and vision insurance coverage. In addition, City shall pay for or provide Bobadilla all medical, dental and vision insurance coverage for his lifetime upon separation, termination (except for Termination for Cause as set forth in Section V of the Agreement), or retirement from the City. Said medical, dental and vision insurance coverage shall be equivalent to those benefits he was receiving at time of his separation, termination or retirement from the City. This benefit is specific to BOBADILLA and shall not be provided to his relatives, heirs or assigns.

[All other language from Section X from Agreement remains unchanged.]

IN WITNESS WHEREOF, the City of Montebello (CITY) has caused this Second Amendment to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and Rene Bobadilla (BOBADILLA) has signed and executed this SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN RENE BOBADILLA AND THE CITY OF MONTEBELLO, in triplicate, the day and year first written above.

RENE BOBADILLA

  
\_\_\_\_\_  
Rene Bobadilla

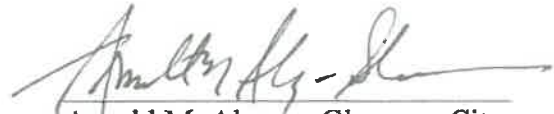
CITY OF MONTEBELLO

  
\_\_\_\_\_  
Kimberly Cobos-Cawthorne, Mayor

ATTEST

  
\_\_\_\_\_  
Christopher Jimenez, City Clerk

APPROVED AS TO FORM

  
\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City  
Attorney

JUL 30 2019

FINANCE DEPARTMENT

**AGREEMENT NO. 3627**

**EMPLOYMENT AGREEMENT**

**BETWEEN RENE BOBADILLA AND THE CITY OF MONTEBELLO**

THIS EMPLOYMENT AGREEMENT BETWEEN RENE BOBADILLA AND THE CITY OF MONTEBELLO ("Agreement") is made and entered into by and between Rene Bobadilla, an individual, hereinafter referred to as "Bobadilla" and the City Council of the City of Montebello, acting as the legally constituted governing body of the City of Montebello, hereinafter referred to as "City" and shall be effective, July 29, 2019. Hereinafter, "Party" shall refer individually and collectively to each and all of the foregoing named parties. The Parties enter this Agreement with reference to the following facts.

**RECITALS**

WHEREAS, the City Council of the City of Montebello (the "Council") and Bobadilla believe that an agreement negotiated between the City Council, on behalf of the City, and Bobadilla can be mutually beneficial to the City, Bobadilla, and the community they serve; and

WHEREAS, the Council and Bobadilla believe an agreement will enhance the excellence and continuity of the management of the City for the benefit of its residents; and

WHEREAS, the City now desires to employ the services of Bobadilla pursuant to the terms, conditions and provisions of this Agreement; and

WHEREAS, Bobadilla has agreed to accept employment with the City, subject to the terms, conditions and provisions of this Agreement; and

WHEREAS, in accordance with the City of Montebello Municipal Code, both parties now desire to set forth the terms, conditions, and provisions of the employment relationship between City and Bobadilla.

NOW, THEREFORE, the City and Bobadilla, for and in consideration of the terms, conditions and provisions hereinafter established have agreed, and do hereby agree as follows:

I. Term of this Agreement

This Agreement provides for the continued relationship of the City and Bobadilla for an initial term consisting of a five (5) year period ("Initial Term"), beginning July 29, 2019, and continuing to July 28, 2024, unless Bobadilla earlier resigns his position as set forth in Section IV or is terminated as set forth in Sections V and VI. Nothing contained in this Agreement shall limit the Parties from extending the Initial Term for additional periods ("Extended Term"), subject to terms and conditions negotiated and approved in writing by and between the Parties. The Initial Term and any Extended Term shall be collectively be referred to as the "Term" of this Agreement.

Unless otherwise specified, all the provisions, terms, and conditions of this Agreement shall apply to both the Initial Term and the Extended Term. Any additional extension to the Extended Term shall be subject to the terms and conditions as then negotiated and agreed upon in writing by and between the Parties. If the Extended Term is further extended, the Parties shall negotiate and agree in writing to any changes to the terms and conditions of this Agreement. All other terms and conditions of this Agreement shall automatically be extended unless express modification is made in writing; in no way, however, shall the terms and conditions be lessened or decreased below the terms of this Agreement. It is the intent of this section that the Parties shall not have to re-negotiate each of the terms of this Agreement each time the Agreement may be extended.

## II. Duties

City hereby appoints and employs Bobadilla pursuant to the City of Montebello Municipal Code to perform the functions and duties of the City Manager specified in Municipal Code Section 2.04 and to perform such other legally permissible and proper duties and functions as City Council of City may, from time to time, assign, including, but not limited to, the following:

- A. Carry out all responsibilities set forth in Section 2.04 of the Montebello Municipal Code.
- B. Employ, direct, assign, reassign and evaluate all of the employees of the City.
- C. Organize, reorganize and arrange the staff of the City.
- D. Develop and establish internal regulations, rules, and procedures which Bobadilla deems necessary for the efficient and effective operation of the City.

## III. Salary and Deferred Compensation

City agrees to pay Bobadilla a base salary of \$240,000 a year. Salary payments shall be made in payroll period installments at the same time as other employees of City are paid.

In addition to all other benefits outlined in this Agreement, City shall also pay an additional \$5,000 annually to a deferred compensation program selected by Bobadilla and acceptable to the City.

## IV. Resignation

- A. Notwithstanding Sections I above, in the event Bobadilla resigns his position before expiration of the Initial Term, Bobadilla shall give City sixty (60) days notice in advance, unless City waives the notice requirement.

- B. In such event that Bobadilla resigns his position, the City shall have no duty to pay the severance benefits available to him as set forth in Section VI below.

V. Termination With Cause

- A. Notwithstanding the above, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Bobadilla for good cause. For purposes of this Agreement the term "good cause" is defined as follows:
  - 1. Any felony conviction under California law.
  - 2. Any misdemeanor or felony conviction of a crime involving theft, embezzlement, moral turpitude, conflict of interest or violations of the Political Reform Act.
  - 3. Willful or persistent material breach of duties.
  - 4. Engaging in conduct tending to bring embarrassment or disrepute to the City.
  - 5. Engaging in unlawful discrimination or harassment of employee(s) or any third party while on City premises or on City time.
  - 6. Unauthorized absences.
- B. If City Council determines that there is cause to warrant termination of this Agreement, it shall give Bobadilla written notices of the cause(s). The City Council shall not make its final decision until Bobadilla has the opportunity to meet with the City Council to give reasons why the Agreement should not be terminated. Bobadilla may be represented at his expense by a representative of his choice at said meeting. The City Council shall make the final decision regarding termination of the Agreement, and shall provide the decision to Bobadilla in writing. The City Council's written decision shall be final and shall not be subject to further administrative review.
- C. In the event Bobadilla is terminated for good cause as provided herein, City shall have no obligation to pay the severance benefits designated in Section VI which are available to Bobadilla during the Initial Term or any Extended Term.

VI. At-Will Employment and Severance

Bobadilla acknowledges and accepts that he may be terminated without cause at any time and he serves as an at-will employee. In the event Bobadilla is terminated from his position by City Council before expiration of the Initial Term or if extended, the Extended Term, and he is willing and able to continue performing his duties as City Manager, then

City agrees to pay Bobadilla as severance his base salary, including benefits, which Bobadilla is receiving as of the date of such termination, ("Severance Benefit") for a period as defined as follows:

- A. If terminated by a super-majority vote (4 or 5 members of the City Council), Bobadilla shall receive the sum equal to the Severance Benefit times six (6) months.
- B. If terminated by a simple majority vote (3 members of the City Council), Bobadilla shall receive the sum equal to the Severance Benefit times nine (9) months.

This provision complies with the severance pay cap that has been established in Government Code Section 53260. "Base salary" shall mean the compensation reflected by a salary range that the City pays Bobadilla, but excludes any other forms of remuneration. "Benefits" shall mean the actual benefits received or the equivalent cost of such benefits that the City is then providing to Bobadilla. "Terminate" or "Termination" as referred to in this Section VI shall refer to the City's act of removing Bobadilla from his duties as City Manager. Unless requested by Bobadilla, Bobadilla's severance payment pursuant to this Section VI shall be made in one installment.

In addition, Bobadilla shall be entitled to receive payment for leave balances which have accrued but are unused, as provided in this Agreement, below.

In the event Bobadilla is terminated for good cause as provided in Section V above, City shall have no obligation to pay the severance benefits designated in this paragraph. The City shall also be under no obligation to pay the severance to Bobadilla in accordance with this Section VI if Bobadilla ends employment because of resignation, retirement, death, or disability.

#### VII. Performance Evaluation

Not less than annually during the Term of this Agreement, the City Council shall conduct a comprehensive performance evaluation of Bobadilla. Said review and evaluation shall be in accordance with specific criteria developed by the City Council. The City Council may define such goals and performance objectives that it determines as necessary for the proper operation of the City and in the attainment of the Council's policy objectives. At the time of the annual performance evaluation, the City Council shall review the salary and benefits provided to Bobadilla and may adjust his salary and benefits in accordance with his performance.

#### VIII. Hours of Work

Bobadilla will devote his attention to the business of the City. Bobadilla is expected to maintain normal working hours consistent with other managerial employees of the City, Bobadilla may engage in other acts for remuneration to the extent those activities do not interfere or conflict with the performance of his duties as a City Manager with the prior notification to the City Council.

IX. Administrative Leave and Annual Leave

- A. Administrative Leave. Bobadilla shall be afforded Administrative Leave of 56 hours per year. On July 29, 2019, Bobadilla shall be credited with a bank of 23 hours credited to his Administrative Leave account. Thereafter, on January 1<sup>st</sup> of each year during the Term of this Agreement Bobadilla will be credited with his full annual allotment of 80 hours of Administrative Leave.
- B. Annual Leave (which includes vacation, sick and holiday time). Bobadilla shall be afforded Annual Leave as provided for an Executive Manager with ten (10) years of service (currently 280 hours per year). On July 29, 2019, Bobadilla will be credited to his bank of time 140 hours of Annual Leave and commencing on January 29, 2020, Bobadilla shall begin accruing 10.77 hours of Annual Leave per pay period.

X. Benefits and CalPERS

- A. Unless otherwise specified herein, benefits provided to other Executive Management employees of the City shall also be provided to Bobadilla, including all medical, dental and vision insurance coverage.
- B. Bobadilla shall be paid a technology stipend of \$150.00 per month for cell phone, computer and other technological uses.
- C. Bobadilla shall be paid an automobile allowance of \$650.00 per month for expenses incurred by Bobadilla for the use of his personal automobile.
- D. The City shall not make payment of Employee's CalPERS share to Bobadilla's CalPERS account. All Employee's contributions to his CalPERS account (currently 8%) shall be the responsibility of Bobadilla.

XI. Notices

Notices given under this Agreement shall be in writing and shall be either: a) served personally; or b) sent by facsimile (provided a hard copy is mailed within one (1) business day); or c) delivered by first-class United States mail, certified, with postage prepaid and a return receipt requested; or d) sent by Federal Express, or some equivalent private mail delivery service. Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in the United States mail, postage prepaid. Notices shall be directed to the addresses shown below, provided that a party may change such party's address for notice by giving written notice to the other party in accordance with this Section.

CITY: City of Montebello  
Attn: City Clerk  
1600 West Beverly Boulevard  
Montebello, CA 90640

RENE BOBADILLA:

Mr. Rene Bobadilla  
[Deliver to last address in personnel file]

XII. Indemnification

To the extent permitted by applicable law, the City agrees to defend, hold harmless, and indemnify Bobadilla from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against him in his official capacity as an employee.

XIII. Professional Development

Consistent with the City's tuition reimbursement policy, City hereby agrees to budget and to pay the travel and subsistence expenses of Bobadilla for educational courses, institutes, conferences and seminars that are reasonably necessary for Bobadilla's professional development and for the good of City, and for official travel, meetings, and occasions sufficient to continue the professional development of Bobadilla and to adequately pursue necessary official and other functions on behalf of City. Authorization to incur said expenses and to attend such functions, shall be approved by the City Council prior to Bobadilla's attendance at such function(s), except that City throughout the Term of this Agreement shall approve Bobadilla travel and attendance to the League of California Cities' Annual Conference and City Manager Department's annual meeting.

XIV. Community and Professional Organization Participation

Participation in the community and in professional organizations is a necessary part of a City Manager's duties and as such, City agrees to pay all necessary dues, fees and expenses for Bobadilla to belong to the ICMA and, upon prior approval by the City Council, such other local civic service clubs and professional organizations to be selected by Bobadilla.

XV. Taxes

Bobadilla shall be responsible for his federal, state, local or other taxes resulting from any compensation or benefits provided to him by the City under this Agreement. The City may withhold all federal, state, local or other taxes as may be required pursuant to law or governmental regulation or ruling from any compensation or benefits provided under this Agreement. The City shall not be liable (except in cases of City's errors or omissions) for any state or federal tax consequences to Bobadilla, to any designated beneficiary hereunder, and/or to the heirs, administrators, executors, successors, and assigns of Bobadilla. Bobadilla shall assume sole liability for any state or federal tax consequences of this Agreement or any related agreement and agrees to indemnify and hold the City harmless from such tax consequences.

XVI. Other Terms and Conditions of Employment

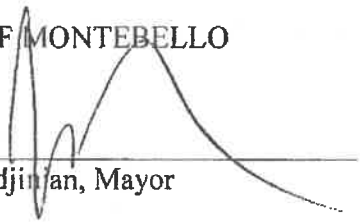
- A. City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to Bobadilla's performance, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement and such terms and conditions are agreed upon in writing by and between the Parties.
- B. Except as otherwise stated in this Agreement, all provisions of the City of Montebello Municipal Code, regulations and rules of City, and or working conditions and other benefits provided to the Executive Management not referenced in this Agreement shall apply to Bobadilla.
- C. Except as herein provided, all provisions of the City relating CPI salary adjustments, vacation, sick leave, holidays and other benefits and working conditions as they now exist or hereafter may be amended, shall also apply to Bobadilla as they would to other employees of City, in addition to said compensation and benefits enumerated specifically for the benefit of Bobadilla.


XVII. General Provisions

- A. This Agreement is deemed executed in California, and shall be governed by the law of the State of California, and any questions arising hereunder shall be construed or determined according to such law. Venue for any action brought pursuant to this Agreement shall be in Los Angeles County, California.
- B. This Agreement constitutes an integration of the entire understanding and agreement by, between, and among the parties hereto and supersedes and is in lieu of any and all other arrangements, statements or promises, written or oral, between Bobadilla and the City. Any representations, warranties, promises, understandings, or conditions, whether written or oral, not specifically incorporated herein, shall not be binding upon any of the parties hereto.
- C. This Agreement shall not be construed against any one party, but shall be construed as if jointly prepared by the parties hereto. Any uncertainty or ambiguity shall not be interpreted against any one party.
- D. All parties to this Agreement acknowledge that they are competent to sign this Agreement, and that they do so voluntarily.
- E. This Agreement and each and every covenant, condition and term herein, shall be binding upon and inure to the benefit of parties hereto and to their successors, assigns and heirs at law.

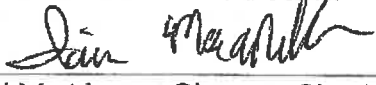
- F. In the event litigation is commenced to enforce or interpret this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorneys' fees and costs incurred.
- G. No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.
- H. If any article, or any portion thereof, contained in the Agreement is held to be unconstitutional, invalid or unenforceable by any court of competent jurisdiction, the said ruling shall negate only the applicable article, or portion thereof, and the balance of this Agreement shall stand as written and shall remain in full force and effect for the duration of the Agreement.
- I. Bobadilla and City acknowledge that they each did, or had, the opportunity to consult with legal counsel of his/its their respective choices with respect to the matters that are the subject of this Agreement prior to executing it.

IN WITNESS WHEREOF, the City of Montebello has caused this Agreement to be signed and executed on its behalf by its Mayor, and Bobadilla has signed and executed this Agreement on his behalf.

CITY OF MONTEBELLO  
  
\_\_\_\_\_  
Jack Hadjilov, Mayor

RENE BOBADILLA  
  
\_\_\_\_\_  
Rene Bobadilla

ATTEST:  
  
\_\_\_\_\_  
Irma Barajas, City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
For: Arnold M. Alvarez-Glasman, City Attorney

has  
no

AGREEMENT NO. 3627

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN  
RENÉ BOBADILLA AND THE CITY OF MONTEBELLO**

This THIRD AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN RENÉ BOBADILLA AND THE CITY OF MONTEBELLO (“Third Amendment”) is entered into on the 10th day of August, 2022, by and between the CITY OF MONTEBELLO, a Municipal Corporation, hereinafter referred to as “City” and RENÉ BOBADILLA, hereinafter referred to as “Bobadilla,” amending certain terms of employment as provided in the EMPLOYMENT AGREEMENT BETWEEN RENÉ BOBADILLA AND THE CITY OF MONTEBELLO (“Agreement”) effective July 29, 2019, as amended by the FIRST AMENDMENT (“First Amendment”), effective June 24, 2020 and SECOND AMENDMENT (“Second Amendment”), effective June 9, 2021.

**I. RECITALS**

- A. Effective July 29, 2019, City and Bobadilla entered into an Employment Agreement whereby Bobadilla was appointed to the position of City Manager and to exercise the powers and duties set forth in Chapter 2.04 of the Montebello Municipal Code. The Agreement was amended by the First Amendment, effective June 24, 2020, and the Second Amendment, effective June 9, 2021.
- B. Effective August 10, 2022, City and Bobadilla agree to the terms of this Third Amendment to the Agreement which modifies essential terms of employment.
- C. All terms and conditions of employment contained in the Agreement, the First Amendment and Second Amendment, not specifically amended by this Third Amendment shall remain in full force and effect.

NOW, THEREFORE, City and Bobadilla agree as follows:

## II. AMENDMENTS TO AGREEMENT

The following Sections to the Agreement are amended to read as follows:

(a) Section I of the Agreement is amended as follows:

### I. Term of this Agreement

This Third Agreement provides for the continued relationship of the City and Bobadilla for a term consisting of a five (5) year period ("Term"), beginning August 10, 2022, and continuing to August 9, 2027, unless Bobadilla earlier resigns his position as set forth in Section IV or is terminated as set forth in Sections V and VI. Nothing contained in this Agreement shall limit the Parties from extending the Term for additional periods ("Extended Term"), subject to terms and conditions negotiated and approved in writing by and between the Parties. The Term and any Extended Term shall be collectively be referred to as the "Term" of this Agreement.

[All other language from Section I from Agreement remains unchanged.]

(b) Section VI of the Agreement is amended as follows:

### VI. At-Will Employment and Severance

Bobadilla acknowledges and accepts that he may be terminated without cause at any time and he serves as an at-will employee. Notwithstanding the language contained in Montebello Municipal Code Section 2.04.060, City agrees that in order to terminate Bobadilla pursuant to this Section VI of this Agreement. During the period of time when there are seven (7) members serving on the City Council, it will require six (6) affirmative vote of the 7 members of the City Council (abstentions will not be counted as an affirmative vote for termination and if there less than 7 members then seated on the City Council, it will require an unanimous vote to terminate). When there are five (5) members serving on the City Council, it will require an affirmative vote of 4 members of the City Council (abstentions will not be counted as an affirmative vote for termination and if there less than 5 members then seated on the City Council, it will require an unanimous vote to terminate). In the event Bobadilla is terminated from his position by City Council before expiration of the Initial Term or if extended, the Extended Term, and he is willing and able to continue performing his duties as City Manager, then City agrees to pay Bobadilla as severance his Base Salary, including benefits, which Bobadilla is receiving as of the date of such termination, ("Severance Benefit") for a period as defined as follows:

A. If terminated as set forth in this Section VI, Bobadilla shall receive the sum equal to the Severance Benefit times eighteen (18) months.

[All other language from Section VI from Agreement remains unchanged.]

(c) Section XVI of the Agreement is amended to add paragraph D as follows:

D. In addition to such other operational terms and conditions of employment or other ordinances or resolutions adopted by the City, the parties agree to adhere the commitments defined in Attachment "A" to the Third Amendment. Such operational commitments are incorporated herein as other terms and conditions of employment to this Agreement.

IN WITNESS WHEREOF, the City of Montebello (CITY) has caused this Third Amendment to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and René Bobadilla (BOBADILLA) has signed and executed this THIRD AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN RENÉ BOBADILLA AND THE CITY OF MONTEBELLO, in triplicate, the day and year first written above.

RENÉ BOBADILLA

CITY OF MONTEBELLO

\_\_\_\_\_  
René Bobadilla

\_\_\_\_\_  
Kimberly Cobos-Cawthorne, Mayor

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
Christopher Jimenez, City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

## **CITY COUNCIL AND CITY MANAGER COMMITMENTS**

### **City Council Commitments**

1. The City Council sets policy for the governance and administration of the City, and it implements its policies through the City Manager.
2. Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees and officers solely through the City Manager or the City Manager's designee, and neither the City Council nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately.
3. Except for the purpose of inquiry, the City Council and its members shall deal with all contractors and consultants solely through the City Manager or the City Manager's designee, and neither the City Council nor any member thereof shall give orders to any contracted third party of the City, either publicly or privately.
4. The City Council agrees none of its individual members will order the appointment or removal of any person to any office or employment under the supervision and control of the City Manager.
5. The City Council agrees to proactively create and maintain a respectful, safe and comfortable workplace, free of harassment, retaliation or discrimination, where individual differences are welcomed and valued.
6. The City Council agrees that any criticism of a City staff member, including the City Manager, shall not be done publicly through any communication medium, both virtually and physically, but shall be done privately through the City Manager.
7. The City Council agrees that all communication, both written and oral, with the City Manager and all subordinate employees, shall be done with respect and dignity to promote an environment of civility and professionalism.
8. Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the City Manager. The City Manager shall take orders and instructions from the City Council in accordance with the Montebello Municipal Code 2.04.

### **Mutual Commitments**

1. ICMA Code of Ethics
  - a. The Parties acknowledge that the City Manager is committed to the ideals of the International City/County Management Association ("ICMA"). The

Parties mutually desire that the City Manager be subject to and comply with the ICMA Code of Ethics.

- b. The City Manager commits to comply with the ICMA Code of Ethics.
- c. The City and the City Council agree that neither the City Council nor any of its members will give the City Manager any order, direction, or request that would require the City Manager to violate the ICMA Code of Ethics.

