

CITY COUNCIL
MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA¹ ^{1[2]}
WEDNESDAY, FEBRUARY 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
Fire Chief
Police Chief
Director of Finance
Director of Human Resources
Director of Planning/Community Development
Director of Recreation and Community Services
Director of Transportation

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

OPENING CEREMONIES

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

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 III203+)*

^{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.

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ALL CELL PHONES AND PAGERS.
THANK YOU FOR YOUR COOPERATION.***

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

CLOSED SESSION

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

4. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
City of Montebello v. All Persons Interested, L.A.S.C. Case No. BC713533
5. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code section 54957.6
Agency designated representative: Andrew G. Pasmant, Acting City Manager
Employee organization: Smart TD UTU, Montebello City Employees Association, Unrepresented Employees, Montebello Supervisor's Association, Montebello Mid-Management Association, Montebello Police Officers Association, Montebello Police Management Association, Montebello Firefighters Association, Montebello Fire Management Association.
6. **PUBLIC EMPLOYEE DISMISSAL/DISCIPLINE/RELEASE**
Government Code Section 54957(b)(1)

REGULAR SESSION

7. **INVOCATION**

PLEDGE OF ALLEGIANCE

8. **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.

- 9. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (30 MINUTES)**
- 10. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**
- 11. CORRECTIONS TO THE AGENDA – ACTING CITY MANAGER**
- 12. 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 No. 13 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.

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**

RECOMMENDATION: It is recommended that the City Council:

- (1) Hold second reading and approve the following ordinance: 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.

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

RECOMMENDATION: It is recommended 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.

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

RECOMMENDATION: It is recommended 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, 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.

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

RECOMMENDATION: It is recommended 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 the Agreement on behalf of the City.
- (4) Take such additional, related, action that may be desirable.

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

RECOMMENDATION: It is recommended 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.

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

RECOMMENDATION: It is recommended 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.

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

RECOMMENDATION: It is recommended that the City Council:

- (1) hold second reading and approve the ordinance, 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.

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

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve and adopt the resolutions to update the authorized officers for the Successor Agency and City LAIF accounts.
- 2) Take such additional, related action that may be desirable.

22. CLAIMS AGAINST THE CITY

RECOMMENDED ACTION: Move to ***DENY*** the following claim: A. Chaves in the amount of \$2,000.00.

23. MONTHLY INVESTMENT REPORT – JANUARY 2019

RECOMMENDED ACTION: Move to approve and file said report.

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

RECOMMENDED ACTION: Adopt the proposed resolution approving the Warrant Register dated February 27, 2019.

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
- b. AQMG (Air Quality Modeling Group) and Sales Tax
- c. Townhall
- d. Follow up on Deputy City Clerk stipend
- e. SEAACA update

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

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul Talbot, Acting City Manager

BY: Manuel Mancha, Director of Planning and Community Development

SUBJECT: **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**

DATE: February 27, 2019

RECOMMENDATION

It is recommended that the City Council:

- 1) hold second reading and approve the following ordinance: 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.

BACKGROUND

The City Council held its first reading of the Ordinance at a Special Council Meeting on January 28, 2019, without modification.

SUMMARY

The City Council will consider approving the Ordinance to effectuate the redevelopment of the property located at 1345 N. Montebello Blvd.

ATTACHMENTS

- A. Ordinance
- B. Development Agreement

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF
MONTEBELLO, CALIFORNIA APPROVING A DEVELOPMENT
AGREEMENT (DA X-18) FOR THE PROPERTY LOCATED AT 1345
NORTH MONTEBELLO BOULEVARD**

WHEREAS, the property located at 1345 North Montebello Boulevard ("Property") is currently owned by the Montebello Successor Agency ("Successor Agency"), which, by virtue of the Redevelopment Dissolution Law (Health & Safety Code sections 34170 *et seq.*), is the successor-in-interest to and current owner of the real property assets of the former Community Redevelopment Agency of the City of Montebello ("Former RDA");

WHEREAS, in January 1993, the Former RDA leased (the "Lease") the Property to the Price Company, now known as Costco Wholesale Corporation ("Costco"), pursuant to which Costco developed and operated a 138,000 square-foot discount retail warehouse and associated parking facilities ("Improvements") on the Property, and which granted Costco an option to purchase the Property at any point during the Lease term ("Option");

WHEREAS, contemporaneous with the Lease, the City Council for the City of Montebello (the "City") amended the zoning designation of the Property from "General Commercial" (C-2), to "General Commercial – Planned Development District" (C-2-PD), and approved an accompanying "Precise Plan of Development" pursuant to Chapter 17.36 of the Montebello Zoning Code, the latter of which authorized the construction and operation of the Improvements on the Property;

WHEREAS, in April 2017, Costco provided notice that it was exercising its right to purchase the Property under the Option, and has heretofore ceased operating and has vacated the Property having recently relocated to a different location within the immediate market area;

WHEREAS, Costco now desires to redevelop and repurpose the Improvements and Property with a productive and beneficial land use that is consistent with the Montebello General Plan and Zoning Code, and to that end, Costco and City staff have worked cooperatively over the past several months to identify desirable and feasible development alternatives for the Property, and as a result of such efforts, Costco has submitted an application for a statutory Development Agreement, pursuant to Government Code section 65864 *et seq.*, and an application to amend the Precise Plan of Development, pursuant to Chapter 17.36, which propose the construction and operation of a multi-tenant shopping center on the Property (the "Project");

WHEREAS, the proposed Project consists of repurposing the Improvements, including the 138,000 square-foot big box structure or a portion thereof, and constructing up to four (4) new outlying pads totaling a maximum of 31,000 square

feet, for a total Project gross leasable area not to exceed 155,000 square-feet, to be occupied by retail and commercial land uses that are consistent with those permitted or conditionally-permitted under the Property's current General Plan and zoning designations;

WHEREAS, the City, as lead agency for the Project under the California Environmental Quality Act ("CEQA"), has evaluated potential environmental effects of the Project through the preparation of an Initial Study, which concluded that the Project does not have the potential to create a significant effect on the environment, and accordingly on November 19, 2018, the City published and posted a Notice of Intent to Adopt a Negative Declaration for the Project in accordance with CEQA requirements, advising of the 20-day public comment period for the Negative Declaration and providing notice of a public hearing before the Planning Commission;

WHEREAS, the Planning Commission held a duly notice public hearing, and after consideration of the materials presented at the same, adopted a Resolution recommending that the City Council of the City (the "City Council") adopt the Precise Plan of Development, approve the Development Agreement, and certify the Negative Declaration;

WHEREAS, the City Council has held a duly notice public hearing to consider the Project, and has heard and considered staff presentations and reports, the initial study and negative declaration, and all public comments submitted on the Project;

WHEREAS, contemporaneous with this Ordinance, the City Council has considered a Resolution approving the Precise Plan of Development and certifying the Negative Declaration for the Project; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

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

SECTION 1. RECITALS. Based on the staff reports, presentations, public testimony, comments, initial study, negative declaration, and other evidence presented at the duly noticed public hearing in this matter, the City Council finds and declares that the Recitals set forth above are true and correct, and therefore adopts and incorporates such as a material part hereof, and further, and based upon such evidence, makes the additional findings set forth below in this Ordinance.

SECTION 2. CEQA FINDINGS. The City Council, in light of the whole record before it, including but not limited to, the draft Initial Study / Negative Declaration prepared for the Project, as such are presented contemporaneously with this Ordinance and incorporated fully herein by this reference, has adopted a Resolution

contemporaneously with this Ordinance approving and certifying the Negative Declaration for this Project.

SECTION 3. DEVELOPMENT AGREEMENT. This Ordinance incorporates, and by this reference makes a part hereof, the Development Agreement attached hereto as Exhibit A. The City Council hereby approves and adopts the Development Agreement based upon the following findings:

A. General Plan Consistency.

The City Council hereby finds that the Development Agreement, substantially in the form submitted herewith, is consistent with the goals, policies and implementation measures set forth in the General Plan, in that it: achieves the goal of formulating a plan that is responsive to the needs of the community; permits the orderly arrangement of land uses; provides for the development and location of commercial shopping areas within the community in a manner compatible with other land uses (Land Use Goals 1, 2, 4); and the Property is situated in an appropriate location for commercial development, and the Project would add to the commercial facilities available to meet the needs of its residents, and provide tax revenues to the City (Land Use Objectives, Commercial).

B. Zoning Code Consistency.

The City Council hereby finds that the Development Agreement is consistent with the Montebello Zoning Code, in that it authorizes and restricts use of the Property to land uses of a commercial or retail nature that are either permitted-by-right, or conditionally-permitted through issuance of a conditional use permit, in the General-Commercial zoning district.

SECTION 4. The City Council finds and determines that conditions of approval set forth in the Resolution approving the Precise Plan of Development are necessary and appropriate for the Project, and adopted as conditions of approval to the Development Agreement.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. EFFECTIVE DATE. The City Clerk shall certify to the adoption of this Ordinance, and publish as required by law. This Ordinance shall become effective thirty (30) days after its adoption.

PASSED, APPROVED and ADOPTED this ____th day of February, 2019

Jack Hadjinian, Mayor Pro-Tem

APPROVED AS TO FORM:

ATTEST:

Arnold Alvarez-Glasman,
City Attorney

Irma Barajas, City Clerk

EXHIBIT A

[DEVELOPMENT AGREEMENT]

[RECORDING INFORMATION]

DEVELOPMENT AGREEMENT

by and between

THE CITY OF
MONTEBELLO, a
California municipal
corporation and

COSTCO WHOLESALE, a Washington
corporation

THIS AGREEMENT SHALL BE
RECORDED WITHIN TEN DAYS OF
EXECUTION BY ALL PARTIES
HERETO PURSUANT TO
THE REQUIREMENTS OF GOVERNMENT CODE
565868.5

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is entered into this ____ day of ____ 2018, by and between the CITY OF MONTEBELLO, a California municipal corporation, organized and existing under the general laws of the State of California (the “City”), and COSTCO WHOLESALE, a Washington corporation (“Developer”). City and Developer are hereinafter sometimes jointly referred to as the “Parties” and individually as a “Party.”

RECITALS

A. Pursuant to Section 65864 et seq. of the California Government Code (the “Government Code”), the City is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such real property.

B. The Montebello Successor Agency (“Successor Agency”), as successor-in-interest by virtue of the Redevelopment Dissolution Law (California Health & Safety Code § 34170 et seq., the “Dissolution Law”) to the former Community Redevelopment Agency of the City of Montebello (“Former Agency”), is now, or at relevant times predating this Agreement was, the owner of certain parcels of real property located at 1345 N. Montebello Blvd., in the City of Montebello, County of Los Angeles, State of California, as such parcels are legally described in Exhibit “A” (Legal Description) and further depicted in Exhibit “B” (Site Map) (the “Costco Site”).

C. Years before its dissolution, the Former Agency entered into that certain Lease dated January 28, 1993 (the “Lease”), with The Price Company, as predecessor-in-interest to Developer), pursuant to which the Former Agency leased the Costco Site to Developer, and Developer constructed and continually thereafter operated a discount retail warehouse thereon.

D. The Lease also granted Developer the option to purchase the Property (“Costco Option”), together with the Former Agency’s rights under that certain Joint Driveway Agreement referenced in the Lease and specifically described in Exhibit “C” (the Costco Site and the Property jointly hereinafter the “Property”), and Developer was empowered to exercise the Costco Option at any time during the term of the Lease.

E. Developer has heretofore exercised the Costco Option and informed the Successor Agency and City of its intention to cease operating at the Property and thereafter cause the same to be redeveloped and repurposed with alternative land uses.

F. Developer and City have a mutual desire to facilitate the development and/or redevelopment of the Property with a project and attendant land uses that, among other things: are economically viable and profitable for, and satisfy the goals and objectives of, Developer (and Developer's successors-in-interest); generate sales tax and other revenues benefiting the City's General Fund; create well-paying jobs for the local population; and are compatible with the land uses now existing and planned for the immediate vicinity.

H. In furtherance of their mutual interests and to avoid future uncertainties as to the nature and scope of projects, improvements, and/or land uses the City will, pursuant to its land use and zoning power, permit to be constructed and operated on the Property, the Developer and City desire to enter into this Agreement, pursuant to Government Code Section 65864 et seq., granting Developer certain vested rights to develop or use the Property.

I. Developer will bear all applications and fees associated with this Agreement.

J. The environmental impact of this Agreement and the development rights granted Developer hereunder have been analyzed pursuant to the California Environmental Quality Act ("CEQA"), and an Initial Study and Negative Declaration analyzing the reasonably foreseeable environmental impact(s) thereof has been prepared and circulated for public review and comment as required by law (the "ND"), and the ND concluded that, with mitigation, neither this Agreement, the development rights granted hereunder, or Developer's exercise of the same would result in a significant negative impact on the environment.

K. The Planning Commission and the City Council of the City have heretofore expressed their intention to consider this Agreement and the Project by publishing public hearing notices, and each have conducted such public hearing, and based on the evidence before them, the Planning Commission and the City Council have found that this Agreement and the developer rights granted hereunder are: (i) consistent with the General Plan, adopted plans, codes, ordinances and policies of the City; (ii) consistent with all other ordinances, resolutions, rules, regulations, laws, plans and policies applicable to the Project; (iii) in the best interest of the health, safety and general welfare of the City, its residents, and the general public; and (iv) in compliance with the conditions, requirements, restrictions, and terms of Government Code Section 65865.2.

L. This Agreement offers land use planning certainty and provides for the orderly development of the Property in a manner consistent with the City's Zoning Regulations (as hereafter defined), the Applicable Rules (as hereafter defined) and the City's General Plan.

M. On _____, 2018, pursuant to the requirements of the Development Agreement Act and the Montebello Municipal Code, the Planning Commission of the City conducted a public meeting and adopted resolutions recommending that the City Council: (a) adopt a resolution (i) to certify the ND for this Agreement and developer rights granted hereunder, and (ii) to approve an amended precise plan of development for the Property that is consistent with the existing zoning designation of General Commercial (C-2) with a Planned Development District overlying ("Amended Precise Plan"), and; (b) adopt an ordinance approving this Agreement.

N. On _____, 2018, the City Council held a public hearing and, after making appropriate findings, adopted and approved: (1) Resolution No. ____, certifying the ND and adopting the Amended Precise Plan; and (2) First reading of Ordinance No. ____ approving this Agreement.

O. On _____, 2018, the City Council approved second reading and enacted Ordinance No. ____ at a duly noticed regular meeting.

NOW, THEREFORE, with reference to the above Recitals, and in consideration of the mutual covenants and agreements contained in this Agreement and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Developer agree as follows:

AGREEMENT

1. Definitions. In addition to the terms defined above, and unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this Agreement. Words and phrases not defined by this Agreement shall have the meanings stated in the Montebello Municipal Code and any successor statutes or regulations.

(a) "Alternative Uses" are defined in Exhibit "D," and refer to a category of the land uses that are permitted to be developed and operated on the Property under this Agreement, as distinguishable from Retail Uses, Commercial Uses, or Restaurant Uses.

(b) "Applicable Rules" means the City's rules, regulations, ordinances, resolutions, codes, guidelines, and officially adopted procedures and official policies

governing the use and development of real property, including, but not limited to, the City's Zoning Code and building regulations, adopted and in effect as of the Effective Date. Among other matters, and except as specified in this Agreement, the Applicable Rules set forth and govern the permitted uses of land, the density or intensity of use, subdivision requirements, the maximum height and size of the proposed buildings, parking requirements, setbacks, and development standards, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction guidelines, standards and specifications applicable to the development of the Property.

(c) "Approved Footprint" means the total square footage of the Project (not to exceed 155,000 square feet) that may be developed for occupancy by a Permitted Use.

(d) "Building Shell" means any and all exterior walls, roofs, and other exterior improvements that are part of a Project Building.

(e) "CEQA" means the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.), and the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.), as they now exist or as may be subsequently amended.

(f) "Commercial Uses" are defined in Exhibit "D," and refer to a category of the land uses that are permitted to be developed and operated on the Property under this Agreement, as distinguishable from Retail Uses, Alternative Uses, or Restaurant Uses.

(g) "Developer Fees" means fees established and adopted by City pursuant to Section 66000 et seq. of the Government Code (the Mitigation Fee Act) to offset the impact of development on the City's capital facilities, including, without limitation, parking impact fees, affordable housing fees, traffic fees, infrastructure fees, exactions, assessments or fair share charges or other similar impact fees imposed on or in connection with new development by the City. Developer Fees do not mean or include Processing Fees. The Developer Fees to be paid for the Project shall be as set forth in the City's Comprehensive Schedule of Fees and Charges as of the Effective Date; provided that Developer Fees shall apply only to the extent of any net increase in the Project Area over that area existing on the date hereof.

(h) "Development Agreement Act" means Article 2.5 of Chapter 4 of Division I of Title 7 (Sections 65864 through 65869.5) of the Government Code, as amended.

(h) "Discretionary Action(s)" or "Discretionary Approval(s)" means a City action requiring the exercise of judgment, deliberation or discretion on the part of the

City, including any board, agency, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board, commission or department or any officer or employee thereof, to determine whether there has been compliance with statutes, ordinances or regulations.

(i) "Development Concept One" refers to the development plan for Property that is set forth in Exhibit "E."

(j) "Development Concept Two" refers to the development plan for Property that is set forth in Exhibit "F."

(k) "Development Plan(s)" refers cumulatively to the development plans for Development Concept One, Development Concept Two and any subsequently approved Minor Changes thereto approved in accordance with this Agreement. The initial form of such Development Plans are approved by the Amended Precise Plan and are attached as exhibits hereto.

(l) "Effective Date" means 30 days after the ordinance authorizing this Agreement is adopted by City Council.

(m) "General Plan" means the General Plan of the City, as it exists as of the Effective Date.

(n) "Minor Change" means: (1) changes, modifications or adjustments to the Development Plans, and each of them, which are consistent with the overall intent of this Agreement, provided that any changes, modifications, or adjustments do not: (a) materially alter the overall nature, scope, or design of the Development Plans individually, including, without limitation, minor changes in locations of the Project Buildings or infrastructure, relocation of no more than 30% of the total approved Project Buildings' square footage, the construction or provision of additional parking spaces within the building envelope of any Parking Areas, and/or the configuration of internal circulation elements; or (b) result in any new or increases to existing significant environmental impacts not considered in the ND; and (2) changes, modifications or adjustments to the specific nature, mix, or intensity of the Permitted Uses which are consistent with the general nature, intensity, and scope of the listed Permitted Uses, provided that any such changes, modifications, or adjustments do not: (a) cause the aggregate Project Area to exceed 155,000 square feet; (b) cause the allocation of the Project Area devoted to particular Permitted Uses to exceed the limitations set forth in Exhibit D hereto; or (c) do not result in any new or increases to existing significant environmental impacts considered in the ND

(o) “Mortgage” means any mortgage, deed of trust, encumbrance, sale leaseback or other security interest encumbering all or any portion of the Property, given by Developer for the purpose of securing funds to be used for financing the acquisition of the Property or any portion thereof, the construction of improvements thereon and/or any other expenditures reasonably necessary and appropriate to develop and/or operate the

(p) “Mortgagee” means the holder of the beneficial interest under any Mortgage.

(q) “Parking Areas” are the areas designated for parking on the Development Plans, and each of them.

(r) “Permitted Uses” are defined in Exhibit “D,” and refers cumulatively to those land uses listed as permitted Commercial Uses, Retail Uses, Restaurant Uses, or Alternative Uses in said exhibit.

(s) “Processing Fees” means all processing fees and charges required by the City that are applied uniformly to all construction or development related activity, including, but not limited to, fees for land use applications, building permit applications, building permits, grading permits, shoring and excavation permits, hauling permits, encroachment permits, demolition permits, subdivision or parcel maps, lot line adjustments, street vacations, inspections, certificates of occupancy and plan check. Processing Fees shall not mean or include Developer Fees.

(t) “Project” refers to Developer’s construction of Development Concept One, Development Concept Two, on the Property, as approved in the Project Approvals and this Agreement, plus any Minor Changes thereto, together with the Project Buildings and Project Facilities and Infrastructure associated with any such Development Plan, and thereafter the operation of Permitted Uses on the Property in accordance with the Project Approvals and this Agreement.

(u) “

(v) “Project Approvals” refers to City Council Resolution No. __ and Ordinance No. __, together with any conditions of approval stated in the Amended Precise Plan or any additional conditions to the approval of this Development Agreement.

(w) “Project Buildings” means all the buildings identified on the Development Plans.

(x) “Project Facilities and Infrastructure” means the existing public and semi-public facilities and infrastructure (including associated grading, engineering,

design, construction and supervision) and such additional on-site facilities and infrastructure needed to serve the Property as developed with the Development Rights.

(y) “Property” means the Costco Site and any appurtenant easement rights.

(z) “Reserved Powers” means the specific City police powers excepted from this Agreement and which are instead reserved to the City. Reserved Powers include the powers to enact regulations or take future Discretionary Actions after the Effective Date that may be in conflict with the Applicable Rules, but: (1) are necessary to protect the public health and safety, and are generally applicable on a Citywide basis; (2) are regulations solely applicable to the Development Rights, and Developer’s development and use of the Property consistent therewith, which are necessary to protect persons or property from dangerous or hazardous conditions which create a threat to the public health or safety or create a physical risk, based on findings by the City Council identifying the dangerous or hazardous conditions requiring such changes in the law, why there are no feasible alternatives to the imposition of such changes, and how such changes would alleviate the dangerous or hazardous condition; (3) are amendments to Title 15 of the Montebello Municipal Code (Building and Construction) regarding the construction, engineering and design standards for private and public improvements to be constructed on the Property; (4) are necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date); or (5) constitute generally applicable Processing Fees and changes imposed on the Development Rights, and Developer’s development and use of the Property consistent therewith, unless otherwise waived by the City.

(aa) “Restaurant Uses” are defined in Exhibit “D,” and refer to a category of the land uses that are permitted to be developed and operated on the Property under this Agreement, as distinguishable from Retail Uses, Restaurant Uses, Permitted Office or Alternative Uses.

(bb) “Retail Uses” are defined in Exhibit “D,” and refer to a category of the land uses that are permitted to be developed and operated on the Property under this Agreement, as distinguishable from Restaurant Uses, Permitted Office Uses or Alternative Uses.

(cc) “Zoning Regulations” means the zoning regulations of the City in effect as of the Effective Date of this Agreement, including but not limited to Title 17 of the Montebello Municipal Code.

2. Recitals of Premises. Purpose and Intent.

2.1 Applicability of this Agreement. This Agreement does not: (1) grant density or intensity exceeding that otherwise established in the Zoning Code or General Plan; (2) eliminate future Discretionary Actions relating to a Project if applications requiring Discretionary Action are initiated and submitted by Developer after the Effective Date, although the same shall be limited in discretion as to Minor Changes; (3) guarantee that Developer will receive any profits from the Project; (4) prohibit the Project's or Property's participation in any benefit assessment district that is generally applicable to the surrounding properties; or (5) amend the General Plan or Zoning Code. This Agreement has a fixed term. Furthermore, in any subsequent actions applicable to the Property, the City may apply the new rules, regulations and official policies contained in its Reserved Powers. This Agreement places additional limitations on the land uses permitted under the Montebello Zoning Code or General Plan.

2.2 Interest of Developer. Developer represents to the City that, as of the Effective Date of this Agreement, Developer has a legal interest in the Property, subject only to encumbrances, easements, covenants, conditions, restrictions, and other matters of record.

3. Development of the Project.

3.1 Applicable Rules. Except for such changes as may in the future be mutually agreed upon between the City and Developer or as specified in Section 3.2, Developer shall have a vested right to develop the Project in accordance with this Agreement, the Project Approvals, and the Applicable Rules (the Development Rights"). Subject to the City's exercise of its Reserved Powers, for the term of this Agreement, the maximum height and size of the proposed buildings, parking requirements, setbacks, development standards, provisions for reservation or dedication of land for public purposes and location of public improvements, and the design, improvement, construction and other guidelines, standards and specifications applicable to the development and use of the Property shall be those set forth in the Applicable Rules, the Project Approvals and this Agreement. In the event of any conflict between any of the foregoing, the provisions of this Agreement, except for the exercise of the Reserved Powers, shall control.

3.2 Administrative Changes and Amendments. The Parties acknowledge that further planning and development of the Project may demonstrate that refinements and changes are appropriate with respect to the Project. The Parties desire to retain a certain degree of flexibility with respect to the details of the development of the Project and with respect to those items covered in general terms under this Agreement. If and when the Parties find that Minor Changes are necessary or appropriate, they may, unless otherwise required by law, effectuate such changes or adjustments through administrative amendments executed by Developer and the City Manager, or his or her designee, and may be further changed and amended from time to time as necessary, with

approval by the City Manager and Developer. Minor Changes shall not be deemed to be an amendment to this Agreement under Government Code Section 65868, and unless otherwise required by law or as otherwise stated in this Section 3.2, no such administrative amendments shall require prior notice or hearing by the Planning Commission and City Council. Although not an exhaustive list, the following matters shall not be considered Minor Changes, but shall be considered substantive amendments which shall be reviewed by the Planning Commission and approved by the City Council:

3.2.1 Any addition of Permitted Uses or changes to the “Maximum Approved Footprint for Permitted Use Categories” under Exhibits “D.”

3.2.2 Any increase in the maximum height of any permitted Project Buildings from that approved by this Agreement or the Project Approvals..

3.2.3 Any amendment to the Development Plans, and each of them, that relocates or modifies more than 30% of the total the total approved Project Buildings’ square footage.

3.2.4 Any amendment or change requiring additional environmental review pursuant to CEQA.

3.2.5 Approving Non-Minor Changes. Any amendments to this Agreement, or any Development Plan, that do not involve Minor Changes to the Project shall be approved by City Council in its sole, absolute and unfettered discretion. Any administrative amendment permitted pursuant to this Section 3.2 shall otherwise comply with the terms of this Agreement and the Development Plans.

3.3 Development Rights. Developer shall have and is vested with the right, during the term of this Agreement, including any extensions, to develop the Project as set forth in the Project Approvals and this Agreement (the “Development Rights”).

3.4 Material Project Modifications. Developer reserves the right to apply to the City for permits, variances or other approvals to develop portions of the Project in a manner which may be materially inconsistent with this Agreement. In such event, such portions of the Project shall be reviewed and approved pursuant to the rules, regulations, and procedures of the City in effect at the time Developer makes application to the City for such development, and to the extent any such application is inconsistent with this Agreement, such application shall include an application to amend this Agreement.

3.5 Changes in Applicable Rules.

3.5.2 Non-Application of Changes in Applicable Rules. The adoption of any subsequent applicable general or specific plan, zoning, subdivision, or building regulation after the Effective Date of this Agreement, or any change in, or addition to, the Applicable Rules (other than changes in Processing Fees as provided in this Agreement), including, without limitation, any changes in the General Plan or Zoning Regulations (including any regulation relating to the timing, sequencing, or phasing of the Project or construction of all or any part of the Project), adopted after the Effective Date of this Agreement, including, without limitation, any such change by means of ordinance, initiative, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by any board, agency, commission or department of the City, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with or be more restrictive than the Applicable Rules or the Development Rights under this Agreement, shall not be applied to the Project during the term of this Agreement unless such changes represent an exercise of the City's Reserved Powers.

3.5.3 Subsequent "Slow/No Growth" Measures. To the fullest extent legally permissible, any subsequently enacted initiatives, referenda, moratoria or amendments to the General Plan and/or ordinances which contain "slow/no growth" measures, or which by their terms are intended to or by operation have such effect, shall not apply to the Project, unless such changes represent an exercise of the City's Reserved Powers.

3.5.4 Changes in Uniform Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes occurring from time to time in the provisions of the City's building, fire, mechanical, plumbing and electrical regulations which become applicable throughout the City, including, but not limited to, the California Building Code, and other similar or related uniform codes.

3.5.5 Changes Mandated by Federal or California Laws or Regulations. Changes in, or additions to, the Applicable Rules adopted or made operative on or after the Effective Date shall apply to the Project if such changes or additions are specifically mandated to be applied to developments such as the Project by applicable California or federal laws or regulations. If the City or Developer believes that such a change or addition required by California or federal law or regulation exists, then that Party shall provide the other Party hereto with a copy of such California or federal law or regulation and a statement of the nature of its conflict with the provisions of the Applicable Rules and/or of this Agreement.

3.5.6 Changes in Processing Fees Under Applicable Rules. The Project shall be subject to any increase in Processing Fees imposed by the City, provided that such a change is applied on a Citywide basis.

3.5.7 Discretionary Approvals. The City shall not require Developer to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals that are required by the Applicable Rules or Reserved Powers. However, any subsequent Discretionary Approval initiated by Developer that is not permitted by this Agreement or Applicable Rules, which changes the uses, intensity, density, or building height, or decreases the lot area, setbacks, yards, parking or other entitlements permitted on the Property, shall be subject to the rules, regulations, ordinances and official policies of the City then in effect.

3.6 Timing of Development.

3.7.1 Project Timing. The Parties acknowledge that Developer cannot at this time predict when or the rate at which the Project would be developed. Developer may, in Developer's sole discretion, build the Project in phases, provided doing so is consistent with the Project Approvals. These decisions depend upon numerous factors that are not all within the control of Developer, such as market orientation and demand, availability of financing and competition. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the Parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the Parties' agreement, it is the intent of Developer and the City to hereby acknowledge and provide for the right of Developer to develop the Project in an order and at a rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment, subject to any restrictions that may exist in this Agreement, the Project Approvals, or any other agreements between the City and Developer. The City acknowledges this right is consistent with the intent, purpose and understanding of the Parties to this Agreement. Developer will use its best efforts, in accordance with its own business judgment and taking into consideration market conditions and other economic factors influencing its business decision, to commence or to continue development, and to develop the Project in accordance with the provisions and conditions of this Agreement, the Project Approvals, and with the Applicable Rules.

3.7.2 Construction of Project Facilities. Developer shall be required to construct or cause to be constructed all required Project Facilities and Infrastructure concurrently with the portions of the Project requiring the same.

3.7 Permitted Uses. Permitted uses of the Property, the density and intensity of such uses, the maximum heights and sizes of the Project Buildings and improvements to be constructed on the Property, required in connection with the development of the Property, shall be as set forth in and consistent with this Agreement, and shall not cause or permit the construction of any building or improvement that exceeds the maximum density or building heights set forth in or otherwise required thereby or is inconsistent with the Permitted Uses in the applicable categories under Exhibit "D" hereto, as they may be lawfully amended by Developer from time to time.

3.9 Covenants Running with the Land. As of the Effective Date and continuing for the Terms provided in this Agreement, the terms and provisions of this Agreement are enforceable by the Parties as equitable servitudes affecting the Property, and the whole thereof, constituting covenants running with such Property pursuant to California law including, without limitation, Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Property, and the whole thereof, run with such Property, and shall be binding upon Developer and the successors and assigns of Developer during their respective ownerships of the Property, or any portion thereof.

3.10 Architectural Quality. Developer shall develop the Project by means of materials, workmanship and overall design that will result in a product that is of a first-class commercial development. The building materials, elevations, surfaces, design, and architectural styling of the Project shall be consistent with that of the area, this Agreement, and the Applicable Rules. All architectural plans are subject to the City's Design Review process, including Section 17.22.105 of the Montebello Municipal Code, consistent with the regulations and restrictions provided in this Section. Notwithstanding the reference to the Design Review Board in Section 17.22.105, which as of the Effective Date is inoperative, the review, processing, and approval of the Design Review shall be administratively completed by the planning division, with any appeals to be heard by the City Council.

4 Cooperation and Implementation by the City and Developer.

4.1 Processing. The City agrees that it is bound to permit the uses, intensity of use and density on the Property which are permitted by this Agreement, insofar as this Agreement so provides or as otherwise set forth in the Applicable Rules or Reserved Powers. The City hereby agrees that it will not unreasonably withhold or unreasonably condition any Discretionary Action or Discretionary Approval which may be issued by the City in order for the Project to proceed, provided that Developer reasonably and satisfactorily complies with all preliminary procedures, actions, payments of Processing Fees, and criteria generally required of developers by the City for processing applications for developments and consistent with this Agreement.

4.2 Other Governmental Permits. The City agrees to cooperate with Developer in Developer's endeavors to obtain permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, for example, without limitation, public utilities or utility districts and agencies having jurisdiction over transportation facilities and air quality issues), so long as the cooperation by City will not require City to incur any cost, liability or expense without adequate indemnity against or right of reimbursement therefor from Developer.

4.3 Term of Agreement. This Agreement shall be binding as and when the ordinance approving this Agreement has been approved by the City Council and the Agreement has been executed by the City and Developer, and shall remain in effect for a period of fifteen (15) years commencing from the expiration of any private agreement by which the City may have the right to acquire the Property (the “Term”). Expiration or termination of this Agreement shall not invalidate any prior permits or approvals on the Property issued by the City prior to such expiration or termination.

5 Public Benefits. The Parties acknowledge and agree that Developer’s agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for City’s agreement to perform and abide by the covenants and obligations of City set forth herein.

5.7 Construction and Funding of Project Facilities and Infrastructure. Developer shall construct or fund the construction of any Project Facilities and Infrastructure at the time such Project Facilities and Infrastructure are needed to satisfy the requirements of the Project Approvals. Except as otherwise specifically set forth herein, Developer has no responsibility for the operation, maintenance, repair or replacement of Project Facilities and Infrastructure.

6 Review of Compliance.

6.1 Annual Reviews. The City shall conduct annual reviews to determine whether Developer is acting in good faith compliance with the provisions of this Agreement, pursuant to Government Code Section 65865.1. The costs and expenses of each annual review conducted during the term of this Agreement shall be borne by the Party incurring the cost.

6.2 Special Reviews. In addition, the City Council of the City may order a special periodic review of Developer’s compliance with this Agreement at any time. The cost of such special reviews shall be borne by the City, unless such special review demonstrates that Developer is not acting in good faith compliance with the provisions of this Agreement. In such cases, Developer shall reimburse the City for all costs, direct and indirect, incurred in conjunction with the special review.

6.3 Procedure for Review. The City Manager, or his or her designee, shall conduct the review contemplated by this Section to ascertain whether Developer has reasonably complied in good faith with the material terms and conditions of this Agreement during the period for which the review is conducted. The City Manager, or his or her designee, shall give Developer notice that any such review has been commenced, and shall give Developer at least twenty (20) days after Developer’s receipt of such notice to provide the City Manager such information as Developer deems relevant to such review. In addition, upon

the written request of the City Manager, Developer shall furnish such documents or other information as reasonably requested by the City Manager.

6.4 Result of Review.

6.4.1 Compliance. If, following such a review, the City Manager, or his or her designee, finds good faith compliance by Developer with the terms and conditions of this Agreement, the City Manager, or his or her designee, shall issue to Developer an executed certificate of compliance, certifying Developer's good faith compliance with the terms and conditions of this Agreement through the period of such review

6.4.2 Noncompliance. If, following such a review, the City Manager, or his or her designee, finds that Developer has not complied in good faith with the terms and conditions of the Agreement, the City Manager, or his or her designee, shall provide notice to Developer detailing such non-compliance. Upon receipt of such notice, Developer may commence to cure the stated non-compliance in accordance with the terms of this Agreement. If Developer fails to cure the non-compliance pursuant to the terms of this Agreement, the City Manager, or his or her designee, shall notify the City Planning Commission, which may recommend to City Council that the Agreement be terminated pursuant to the terms hereof. Developer shall have the ability to dispute any such claim of non-compliance or failure to cure at a public hearing prior to such termination.

6.4.3 Effect on Default Procedures. Nothing in this Section shall be interpreted to prevent the City from providing Developer with a notice of default hereunder at any time, including any time other than during a periodic review under this Section, or from terminating this Agreement pursuant to the provisions of this Agreement.

7 Mortgages.

7.1 Mortgagee Protection. No breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage and any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof pursuant to a Mortgage, foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise shall be subject to all of the terms and conditions contained in this Agreement and entitled to all of its benefits. The City acknowledges that Mortgagees may require certain interpretations and modifications of this Agreement and agrees upon request, from time to time, to meet with Developer and representatives of such Mortgagees to negotiate in good faith any such request for interpretation and modification. The City shall not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement and does not, in the City's sole

determination, diminish the City's benefits from this Agreement or the security for those benefits.

7.2 Notice of Default to Mortgagee: Right of Mortgagee to Cure. If the City receives notice from a Mortgagee requesting a copy of any notice of default given hereunder and specifying the address for service thereof, and the said Mortgagee has recorded a copy of such request in the official records of Los Angeles County in the manner required under California Civil Code Section 2924b with respect to Requests for Notices of Default, then the City shall deliver to such Mortgagee, concurrently with service thereon to the applicable Party, any notice given to the applicable Party with respect to any claim by such Party that it has not complied in good faith with the terms of this Agreement or has committed an event of default. Each Mortgagee shall have the right (but not the obligation) for a period of ninety (90) days after the receipt of such notice from such Party to cure or remedy, or to commence to cure or remedy, the claimed default or act of noncompliance set forth in such Party's notice. If the default is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee may (but is not obligated to) seek to obtain possession with diligence and continuity through foreclosure, a receiver or otherwise, and may (but is not obligated to) thereafter remedy or cure the default or noncompliance within thirty (30) days after obtaining possession. If any such default or noncompliance cannot, with diligence, be remedied or cured within such thirty (30)-day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such Mortgagee commences cure during such thirty (30) day period, and thereafter diligently pursues and completes such cure.

7.3 Liability for Past Defaults and Obligations. Subject to the foregoing, any Mortgagee, including the successful bidder at a foreclosure sale, who comes into possession of the Project or the Property or any part thereof pursuant to foreclosure, eviction or otherwise, shall take such property subject to the terms of this Agreement and in no event shall any such property be released from any obligations associated with its use and development under the provisions of this Agreement. Nothing in this Section 9 shall prevent the City from exercising any remedy it may have for a default under this Agreement

7.4 Bankruptcy. Notwithstanding the foregoing provisions of this Section, if any Mortgagee is prohibited from commencing or prosecuting foreclosure, or other appropriate proceedings in the nature thereof, by any injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Developer, the times specified in this Agreement for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition.

8 Default and Remedies.

8.7 Notice and Cure.

8.7.1 In the event of failure by either party hereto substantially to perform any terms, covenant or condition of this Agreement which is required on its part to be performed, the non-defaulting party shall have those rights and remedies provided in this Agreement, provided that such non-defaulting party has first sent a notice of default, identifying with specificity the nature of the alleged default. In the event of a default by Developer, the notice of default shall also be provided to any Mortgagee of Developer which has delivered a request for such notice to the City in accordance with this Agreement.

8.7.2 In the case of a monetary default by Developer, Developer shall promptly commence to cure the identified default and shall complete the cure of such default within twenty (20) business days after receipt by Developer of the notice of default. In the case of a non-monetary default by either Party, the alleged defaulting party shall promptly commence to cure the identified default and shall complete the cure within sixty (60) days after receipt of the notice of default. The sixty (60) day cure period for a non-monetary default shall be extended as is reasonably necessary to remedy such default, provided that the alleged defaulting party commences such cure promptly after receiving the notice of default and continuously and diligently pursues such remedy at all times until such default is cured.

8.8 Remedies for Monetary Default. In the event of default by Developer in the performance of any of its monetary obligations under this Agreement which remains uncured (i) twenty (20) business days after receipt by Developer of a notice of default from the City and (ii) after expiration of Mortgagee's cure period (if a Mortgagee of Developer has delivered a Request for Notice to the City), the City shall have available any right or remedy provided in this Agreement, at law or in equity. All of said remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of said remedies shall not constitute a waiver or election in respect to any other available remedy.

8.9 Remedies for Non-Monetary Default. In the event of non-monetary default by either party hereunder which remains uncured (i) after expiration of all applicable notice, cure periods and other conditions contained herein, and (ii) in the case of a default by Developer, in addition to the foregoing and after the expiration of Mortgagee's cure period (if a Mortgagee of Developer has delivered a Request for Notice to the City), the non-defaulting party shall have available any right or remedy provided in this Agreement, or provided at law or in equity except as prohibited by this Agreement. All of said remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of said remedies shall not constitute a waiver or election in respect to any other available remedy.

8.9.1 The City and Developer acknowledge that monetary damages and remedies at law generally are inadequate and that specific performance is an appropriate remedy for the

enforcement of this Agreement. Therefore, the remedy of specific performance shall be available to both the City and Developer under this Agreement in the event of a non-monetary Default.

8.9.2 The City shall not have the right to sue for monetary damages as a result of a non-monetary default under this Agreement. The Developer shall not have the right to sue for monetary damages for any default under this Agreement.

8.10 Termination of Agreement by City. In the event that (a) the City finds and determines, on the basis of substantial evidence, that Developer has not been in good faith compliance with the terms and conditions of this Agreement, or the City finds and determines that there has been a default by Developer of its obligations under this Agreement, and (b) the City provided the notice required and Developer has not cured such default within the applicable cure period, the City may commence proceedings to terminate this Agreement pursuant to this Section.

8.10.1 The procedures for termination of this Agreement by the City for the grounds set forth in Section 8.4, are as follows:

(a) The City shall provide notice to Developer (and to any Mortgagee of Developer which has delivered a Request for Notice to the City) of its intention to this Agreement. The notice shall contain the time and place of a public hearing to be held by the City Council on the determination of the City to proceed with termination or modification of this Agreement. The public hearing shall not be held earlier than: (i) thirty-one (31) days after delivery of the notice to Developer, or (ii) if a Mortgagee has delivered a Request for Notice, the day following the expiration of the Mortgagee's cure period;

(b) If, following the conclusion of the public hearing, the City Council: (i) determines that Developer is in default of its obligations under this Agreement beyond the applicable rights, remedies and cure periods set forth in this Agreement or has not been in good faith compliance with this Agreement pursuant to Section 8, as applicable, beyond the applicable rights, remedies and cure periods set forth therein; and (ii) further determines that Developer (or the Mortgagee, if applicable) has not cured the acts or omissions that constitute the basis of the determination under subsection (i) or, if those acts or omissions could not be reasonably remedied prior to the public hearing, that Developer (or the Mortgagee) has not in good faith commenced to cure or correct such acts or omissions prior to the public hearing or is not diligently and continuously proceeding therewith to completion, the City Council may terminate this Agreement.

8.11 Termination of Agreement by Developer. In the event that (i) the City breaches this Agreement and has not cured such default within the applicable cure period, or (ii) as otherwise permitted under this Agreement, Developer may terminate this Agreement by

providing notice to the City. Termination shall be effective upon the City's receipt of Developer's notice.

9 Required Actions of Parties: Further Assurances. The City and Developer shall execute all such instruments and documents and take in good faith all actions necessary or convenient to consummate the transactions herein contemplated.

10 Assignment.

10.1 The City shall not unreasonably withhold approval of any proposed assignment of the Property or a portion thereof by Developer, together with the rights under the Project Approvals, provided that the proposed assignee demonstrates to the reasonable satisfaction of the City that the assignee or its parent company has a net worth of \$10,000,000 or more and assignee or its contract manager or the individual within the contract management entity directly responsible for management of the Project has at least ten (10) years recent experience owning or operating first class retail shopping centers of at least 100,000 square feet. Prior City approval shall not be required if a particular Project Building is conveyed to a proposed end-user or its affiliate, or to a Developer controlled entity.

10.7 After the date on which 80,000 square feet of the Project is initially leased or occupied consistent with Exhibit "D" hereto, Developer may transfer or assign its rights under this Agreement in whole or in part to any person acquiring all or any portion of the Property and shall provide notice of such assignment to the City. The terms, covenants and conditions of this Agreement shall be binding upon any transferee whether or not such an assignment and assumption agreement is signed by the assignee upon acquiring the Property. Express assumption of Developer's obligations under this Agreement by any such transferee or assignee shall release Developer from the obligations so assigned and the City shall look solely to the transferee or assignee for performance of the assigned obligations under this Agreement.

11 Negation of Agency. Each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and Developer is that of a government entity regulating the development of private property by the owner of such property.

12 Consideration. The City and Developer acknowledge and agree that there is good, sufficient and valuable consideration flowing to the City and to Developer pursuant to this Agreement and more particularly set forth in the Recitals of this Agreement. The Parties further acknowledge and agree that the exchanged consideration hereunder is fair, just and reasonable.

13 Recordation. As provided in Government Code Section 65868.5, the City Clerk shall record a copy of this Agreement with the Registrar-Recorder of the County of Los Angeles within ten (10) days following execution by both Parties. Developer shall reimburse the City for all costs of such recording, if any.

14 Notices. All notices under this Agreement shall be in writing and shall be effective when personally delivered or upon receipt after deposit in the United States mail as registered or certified mail, postage prepaid, return receipt requested, to the following representatives of the Parties at the addresses indicated below or to such other addresses as one Party may provide to the other from time to time:

If to the City:

[TO INSERT]

If to Developer:

[TO INSERT]

17. Amendment or Cancellation. Subject to meeting the notice and hearing requirements of Section 65867 of the Government Code, this Agreement may be amended from time to time, or canceled in whole or in part, by mutual consent of the City and Developer, or their respective successors in interest in accordance with the provisions of Section 65868 of the California Government Code; provided, however, that any amendment which does not relate to the Term, permitted uses, density or intensity of use, height or size of Project Buildings, provisions for reservation and dedication of land, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, or any conditions or covenants relating to the use of the Property, shall not require notice or public hearing before the Parties may execute an amendment hereto. No alteration, amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the Parties hereto with the same formality as this Agreement, and made in the manner required by the Development Agreement Act.

18. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought and reference is made expressly to this Section 18. No waiver of any right or remedy in respect of any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence of event.

19. Successor and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, and any subsequent owners of all or any portion of the Property and their respective successors and assigns. Any successors in interest to

the City shall be subject to the provisions set forth in Sections 65865.4 and 65868.5 of the Government Code.

20. Interpretation and Governing State Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objective and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, both Parties having been represented by counsel in the negotiation and preparation hereof. All legal actions brought to enforce the terms of this Agreement shall be brought and heard in the Superior Court of the State of California, County of Los Angeles.

21. Constructive Notice and Acceptance. Every person who, now or hereafter, owns or acquires any right, title or interest in or to any portion of the Property is, and shall be, conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

22. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their mortgagee(s), successors and assigns. No other person or entity shall have any right of action based upon any provision of this Agreement.

23. Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each Party signs each such counterpart.

24. Incorporation of Attachments. All recitals and attachments to this Agreement, including all Exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

25. Determinations. Whenever in this Agreement the consent or approval of any Party to this Agreement is required, such consent or approval shall not be unreasonably withheld, conditioned, or delayed. In addition, unless a contrary standard or right is set forth herein, whenever any party hereto is granted a right to take action, exercise discretion, or make an allocation, judgment or other determination, each party hereto shall act reasonably, in good faith and in accordance with the requirements of this Agreement.

26. Defense of Actions.

26.1 Developer shall indemnify, hold harmless, and defend, the City and its respective officers, officials, members, agents, employees, and representatives, from

liability or claims for death or personal injury and claims for property damage which may arise from the acts, errors, and/or omissions of Developer or its officers, contractors, subcontractors, agents, employees or other persons acting on its behalf in relation to the Project and/or in any manner arising from this Agreement. The foregoing indemnity applies to all deaths, injuries, and damages, and claims therefor, suffered or alleged to have been suffered by reason of the acts, errors, and/or omissions referred to in this Section 26, regardless of whether or not the City prepared, supplied, or approved plans or specifications, or both, but specifically excludes any claims arising from the City's negligence or willful actions or omissions and any claims arising from the sole negligence or willful actions or omissions of the current owner of the Property, related to existing and ongoing environmental remediation of the Property or actions taken to maintain and keep safe the Property until such time as Developer takes possession or control of all or a portion of the Property.

26.1.1 Prior to the commencement of work by Developer on the Property, this indemnification, hold harmless and defense requirement shall survive for twelve (12) months following the earlier of the termination of this Agreement or the date this Agreement will expire (including any extensions mutually agreed upon by the parties).

26.1.2 Upon the commencement of work by Developer on the Property, this indemnification, hold harmless and defense requirement shall survive for twelve (12) months following the date this Agreement will expire (including any extensions mutually agreed upon by the parties).

26.1.3 For purposes of this Section 26.1, the term "work" shall mean physical disturbance of the Property, including but not limited to construction, rough grading, fine grading, and preconstruction activities including excavation, surveying, boring, drilling, environmental remediation performed by Developer, or other actions taken to comply with the Project Approvals.

26.1.4 The City reserves the right, in cases subject to this indemnity, to reasonably approve the attorney selected by Developer to defend Developer and the City in any such action provided that any insurance company or surety that is providing such coverage shall have the final approval of the attorney selected by Developer.

26.2 In the event of any court action or proceeding challenging the validity of this Agreement or any of the Project Approvals, each Party may, at the sole cost and expense of the subject Party, including but not limited to their own respective court costs and attorneys, defend or otherwise participate in such action or proceeding. Each Party shall cooperate with the other Party in any such defense as a Party may reasonably request and may not resolve such challenge without the Agreement of the other Party. Additionally, in the event of any litigation or referendum initiated by third parties to attack, set aside, modify, void or annul this Agreement, any of the Project Approvals, the term of

the Agreement shall be tolled for the period during which such Challenge is proceeding until fully and finally resolved.

26.3 The filing of any lawsuit(s) by a third party (not a party to this Agreement) after the Effective Date against the City and/or Developer relating to this Agreement or to other development issues affecting the Project shall not delay or stop the processing or issuance of any permit or authorization necessary for development of the Project, unless the City in good faith determines that such delay is legally required or could potentially subject the City to monetary damages.

27. Estoppel Certificate. Either Party may, at any time, and from time to time, (but no more frequently than two (2) times in any calendar year) deliver notice to the other Party requesting such party to certify in writing that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in or if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. Each Party acknowledges that such a certificate may be relied upon by third parties acting in good faith. A certificate provided by City establishing the status of this Agreement with respect to the Property shall be in recordable form and may be recorded with respect to the affected parcels at the expense of the recording Party. Failure to deliver such a certificate or a written denial within the time specified above shall constitute a rebuttable presumption against the Party failing to provide the certificate that this Agreement is in full force and effect, without modification, except as may be represented by the requesting Party; and that there are no uncured defaults in the performance of the requesting Party except as may be so represented. All costs incurred in providing the notice(s) anticipated by this Section including reasonable attorney's fees shall be borne by the requesting Party.

28. Authorized Delays. Performance by any Party of its obligations hereunder shall be excused during any period of Excusable Delay, as hereinafter defined, provided that the Party claiming the delay gives notice of the delay to the other Parties within thirty (30) days after the commencement of same has been ascertained. For purposes hereof, "Excusable Delay" shall mean delay that directly affects, and is beyond the reasonable control of, the Party claiming the delay, including, without limitation: (a) act of God; (b) civil commotion or act(s) of terrorism; (c) riot; (d) strike, picketing or other labor dispute; (e) shortage of materials or supplies; (f) damage to work in progress by reason of fire, flood, earthquake or other casualty; (g) failure, delay or inability of City to provide adequate levels of public services, facilities or infrastructure to the Property including, by way of example only, the lack of water to serve any portion of the Property due to drought;

(h) delay caused by governmental entities other than City; or (i) litigation brought by a third party attacking the validity of this Agreement, a Project Approval, or any other action necessary for development of the Project. Except for an Excusable Delay under clause (i) above, the payment of fees or monies by Developer under this Agreement shall not be excused or delayed during any period of Excusable Delay. The condition of the world, country, state or local economy shall not constitute an Excusable Delay.

29. Administration of Agreement. Any decision by City staff concerning the interpretation and administration of this Agreement and development of the Property in accordance herewith may be appealed by Developer to the Planning Commission in accordance with the Montebello Municipal Code and Zoning Code. Developer shall not seek judicial review of any staff decision without first having exhausted its remedies pursuant to this Section.

30. Severability. If any article, section, subsection, term or provision of this Agreement, or the application thereof to any party or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the article, section, subsection, term or provision of this Agreement, or the application of the same to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

31. Entire Agreement. This Agreement supersedes any prior understanding or written or oral agreements between the Parties hereto respecting the within subject matter and contains the entire understanding between the Parties with respect thereto.

32. Authorization. Each person executing this Agreement represents and warrants that he or she is authorized and has the legal capacity to execute and deliver this Agreement on behalf of the Party for which execution has been made.

EXHIBIT A
(LEGAL DESCRIPTION OF PROPERTY)

EXHIBIT B
(SITE MAP)

EXHIBIT C
JOINT DRIVEWAY EASEMENT

EXHIBIT D

(PERMITTED USES)

I. Purpose.

This exhibit defines the Permitted Uses that Developer may operate on the Project, divides each of the Permitted Uses into one of three “land use” categories, and establishes the maximum percentage of the Approved Building Areas (i.e up to 155,000 of aggregate gross leaseable area) that may be occupied by each land use category under each of the [three (3)] Development Plan alternatives. The land uses listed shall be defined with reference to Title 17 of the Montebello Municipal Code, except as otherwise indicated.

II. Categories of Permitted Uses

- A. Retail Uses
- B. Restaurant Uses
- C. Permitted Office Uses
- D. Alternative Uses

III. Permitted Retail Uses

The Approved Building Areas may be occupied by the following: automobile / motorcycle sales (new and used); grocery store; general retail uses, wholesale to the public or members, health food store; hobby supply shops; music stores; clothing, apparel, shoe, or cosmetics sales; office equipment (sales / rentals); service stations; truck sales and rentals (new and used) and such other retail and retail service uses as may be permitted by right or conditionally under [Zone C-2 of Title 17 of the Montebello Municipal Code or as may be permitted the Project Approvals] (“Retail Uses”).

IV. Permitted Restaurant Uses

The Approved Building Areas may be occupied by the following: sit-down restaurants; fast casual restaurants fast food or drive in restaurants; and such other dining and take-out food uses as may be permitted by right or conditionally under [Zone C-2 of Title 17 of the Montebello Municipal Code or the Project Approvals] (“Restaurant Uses”).

V. Permitted Office Uses

The Approved Building Areas may be occupied by the following: professional offices; medical offices and such other office uses as may be permitted by right or conditionally under [Zone C-2 of Title 17 of the Montebello Municipal Code or as may be permitted the Project Approvals] (“Permitted Office Uses”).

VI. Permitted Alternative Uses

The Approved Building Areas may be occupied by the following: gyms or fitness centers; recreational facilities; dance studios; driving range / golf course; indoor soccer facility; batting cages; youth play rooms (e.g. trampolines, bounce houses, etc.); escape rooms; last-mile shipping facilities; game courts; and bowling alleys and such other uses not defined above as Retail Uses, Restaurant Uses or Permitted Office Uses, or as may be permitted by right or conditionally under [Zone C-2 of Title 17 of the Montebello Municipal Code or as may be permitted the Project Approvals].

VII. Maximum Approved Footprint for Permitted Use Categories

There is no limitation on the percentage of the Approved Building Areas which may be used for Retail Uses.

Up to 31,000 square feet of the Approved Building Areas may be utilized for Restaurant Uses; provided, however, that no more than 10,000 square feet of Restaurant Uses may be occupied by “stand-alone” bars, cocktail lounges, wine tasting rooms, or breweries.

Up to an aggregate of 77,500 square feet of the Allowable Building Area may be utilized for Permitted Office Uses and Permitted Alternative Uses.

EXHIBIT “E”
(DEVELOPMENT CONCEPT ONE)

EXHIBIT “F”
(DEVELOPMENT CONCEPT TWO)

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Paul Talbot, Acting City Manager

BY: Brad Keller, Chief of Police

SUBJECT: **Recommendation to Award (RFQ # Q-19-21B) for Replacement Handguns and Associated Equipment to LC Action Police Supply**

DATE: February 27, 2019

RECOMMENDATION

It is recommended 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.

BACKGROUND

On October 24, 2018, the City Council of the City of Montebello (the "City Council") approved the appropriation of Drug Asset Forfeiture funds in the amount of **One Hundred Thousand Dollars and No Cents** (\$100,000) for the purchase of new firearms to replace the Police Department of the City of Montebello's ("Police Department") aging inventory of firearms and holsters (Resolution No. 18-102). On January 16, 2019, the City of Montebello (the "City") issued Request for Quotation (RFQ) No. Q-19-21B for the purchase of one-hundred-ten (110) Glock Model 21 handguns, Safariland holsters and Safariland magazine pouches. The solicitation was noticed in Planet Bids (via the City Website). A copy of the RFQ is available in the City Clerk's Office.

ANALYSIS

- 1) On January 30, 2019, the City received two (2) quotations in response to RFQ No. Q-19-21B.
- 2) The following companies submitted responses to the RFQ:

<u>Company</u>	<u>Quote</u>
LC Action Police Supply	\$69,516.18
ProForce Law Enforcement	\$0.00 (incomplete)

- 3) The Manufacturer Suggested Retail Price for the handgun is \$647 per handgun. LC Action Police Supply's quote is \$469 per handgun.
- 4) The average consumer price per handgun from various retailers, based on City staff's research, was \$545. LC Action Police Supply's quote is \$469 per handgun.
- 5) LC Action Police Supply's quote for the associated equipment i.e., magazines and various types of holsters were significantly less in total than suppliers of the same type of equipment.
- 6) Based on City staff's research there are few authorized firearms dealers in the State of California that can fulfill bulk orders on the handguns and other associated equipment in a timely and efficient manner. This was evident by the number of providers who responded, in part or whole, to the City with a quote.
- 7) LC Action completed a complete quotation for everything specified in the RFQ. They were the only company to properly complete the RFQ bidding process and their quoted prices are well below MSRP and retail prices researched. Therefore, they are best qualified to complete the order as requested.

FISCAL IMPACT

The total award to LC Action Police Supply will be **Sixty-Nine Thousand, Five Hundred and Sixteen Dollars and Eighteen Cents** (\$69,516.18). There will be no fiscal impact to the general fund as these funds have been appropriated from the Asset Forfeiture Fund Reserve (230-2920) to the Machinery and Equipment Account (230-99-847-6010.10) in Resolution No. 18-102.

SUMMARY

Upon review and analysis of the two (2) responses to the City's Request for Quotation (RFQ), No. Q-19-21B, for Glock Model 21 handguns and associated equipment, and City staff research to assure the quoted total cost is competitive, City staff recommends awarding the one-time sales contract to LC Action Police Supply. It is therefore recommended that the City Council award this contract to LC Action Police Supply and authorize the Acting City Manager to execute the contract on behalf of the City.

ATTACHMENTS

LC Action Police Supply RFQ bid response
ProForce Law Enforcement RFQ bid response
Planet Bids Bid results

GLOCK 21 (Q-19-21B), bidding on January 30, 2019 5:00 PM (Pacific)

Printed 01/31/2019

Bid Results**Bidder Details**

Vendor Name L C Action Police Supply
Address 1088 N 1st street
 san jose, CA 95112
 United States

Respondee Stacy Moore
Respondee Title Sales
Phone 408-294-2677 Ext.
Email stacy@lcaction.com
Vendor Type

Bid Detail

Bid Format Electronic
Submitted January 30, 2019 9:40:23 AM (Pacific)
Delivery Method 30-60 days
Bid Responsive
Bid Status Submitted
Confirmation # 165450
Ranking 0

Respondee Comment

contact listed above is good or you can also use Kip Miller at kip@lcaction.com with the same phone number.
 ETA on duty gear is 21-30 days ARO
 ETA on GLOCKS is 60-90 days ARO

Buyer Comment**Attachments**

File Title	File Name	File Type
LCA Montebello Cost File	Montebello Cost File.pdf	Cost File
LCA Montebello Response File	Montebello Response.pdf	Response File

Line Items**Discount Terms** no discount

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
	Section 1						
1	Glock 21 Handguns						
		1	1	\$69,516.1800	\$69,516.1800	\$69,516.1800	
				Subtotal	\$69,516.1800	\$69,516.1800	
				Total	\$69,516.1800	\$69,516.1800	

GLOCK 21 (Q-19-21B), bidding on January 30, 2019 5:00 PM (Pacific)

Printed 01/31/2019

Bid Results**Bidder Details**

Vendor Name Proforce Marketing, Inc
Address 3009 N. Highway 89
 Prescott, AZ 86301
 United States
Respondee Beth Meisheid
Respondee Title Contract Specialist
Phone 928-776-7192 Ext.
Email sales@proforceonline.com
Vendor Type

Bid Detail

Bid Format Electronic
Submitted January 16, 2019 4:02:41 PM (Pacific)
Delivery Method Fed Ex
Bid Responsive
Bid Status Submitted
Confirmation # 164331
Ranking 0

Respondee Comment

One time purchase
 Pricing valid for 60 days
 all warranties are through the manufacturer
 Payment Terms Net 30 days
 Estimated Delivery 30-45 days for Safariland
 Estimated Delivery 120 days for Glock

Buyer Comment**Attachments**

File Title	File Name	File Type
Pricing	20190116185826313.pdf	Cost File
Bid Documents	20190116185815773.pdf	Response File

Line Items**Discount Terms** no discount

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
	Section 1						
1	Glock 21 Handguns		1	0	0	0	See Attached
				Subtotal	0	0	
				Total	0	0	

CITY OF MONTEBELLO
1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200



Request for Quotation: Q-19-21B
Bid Issue Date: 01/16/19
CLOSING DATE: 01/30/19 5:00 pm

**CITY OF MONTEBELLO
Police Department**

REQUEST FOR QUOTATION

THE CITY OF MONTEBELLO, herein called Owner, invites sealed quotations from qualified companies to provide firearms, magazines and holsters for our sworn police officers.

ITEMS BELOW APPLY TO ALL PROPOSALS IN RESPONSE TO THIS BID

PROPOSALS – Each proposal shall be in accordance with this Request for Quotation as prepared by City of Montebello Police Department.

BIDDER'S CONFERENCE – n/a

QUESTIONS – *All questions regarding this RFQ shall be directed in writing no later than Thursday, January 25th, 2019 @ 6:00 p.m., to Montebello Police Department: Attn: Sgt. Steve Sharpe ssharpe@cityofmontebello.com. It is the responsibility of the bidder to confirm transmission of correspondence.*

CITY OF MONTEBELLO
1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200



Request for Quotation: Q-19-21B

Bid Issue Date: 01/16/19

CLOSING DATE: 01/30/19 5:00 pm

INSTRUCTIONS TO BIDDERS

PRICES/NOTATIONS - All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initiated by person signing document. Each item shall be bid separately.

FORMAT - Use the documents provided. If you decide to submit more than one bid, photocopy our documents. Please attach a formal quotation in addition to the forms provided.

PRICING/TERMS/TAX - All pricing shall be quoted both F.O.B. shipping point and F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The City pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.

OTHER TERMS AND CONDITIONS - Terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by contacting City of Montebello Purchasing at the number shown above and requesting a copy be faxed or mailed to you.

PERIOD OF FIRM PRICING - Unless stated otherwise in this document, prices shall be firm for 60 days after the closing date.

SPECIFICATION/CHANGES - None allowed.

METHOD OF AWARD - The City reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the City to be most advantageous to the City. The City recognizes that prices are only one of several criteria to be used in judging an offer and the City is not legally bound to accept the lowest offer. The City will use the following criteria in determining the lowest responsible supplier.

- A. Lowest overall purchase price
- B. Adherence to specifications as detailed in this RFQ
- C. Warranties
- D. Delivery Time, after-receipt-of-order (ARO)

The Contract shall be awarded upon issuance of a City of Montebello Purchase Order. Execution of the Purchase Order shall constitute a written memorial thereof.

RETURN OF BID/CLOSING DATE/RETURN TO/FORMAT OF PROPOSALS

In order to be considered for selection, respondent individuals or firms shall submit their bids electronically. All proposals must be Electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>. All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above. There is no fee to register to bid for this or any City of Montebello RFQ/RFP.

CITY OF MONTEBELLO
1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200



Request for Quotation: Q-19-21B
Bid Issue Date: 01/16/19
CLOSING DATE: 01/30/19 5:00 pm

DELIVERY TERMS – All product shall be quoted F.O.B. destination prepay and add freight and delivered within 120 days ARO. Vendor shall provide all information in the area provided below. The City reserves the right to designate the carrier(s). Ship to address: **Montebello, California, 90640**

WITHDRAWAL OF SUBMITTAL – A proposal may be withdrawn only prior to the closing date and time. Withdrawal of a proposal must be made in person by the bidder or someone authorized by him in writing. Proof of identification will be required for proposal withdrawal. No bidder may withdraw his bid for a period of sixty (60) days after the time set for opening thereof.

INTERPRETATION OF THE DOCUMENTS – Discrepancies in, and omissions from the plans, specifications or other contract documents or questions as to their meaning shall, at once, be brought to the attention of the Owner. Any interpretation of the documents will be made only by addenda duly issued and a copy of such addenda will be mailed or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any section of the specification be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Owner.

ADDENDA TO THE DOCUMENTS – The Owner reserves the right to issue such Addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be made available to each bidder via PlanetBids accessed from the City of Montebello's website. The number and date of each addendum shall be listed on the Contractor's proposal in the space provided. All bidders must acknowledge any addenda through the PlanetBids site.

ADDITIONAL INFORMATION – The Owner reserves the right to require of a bidder to submit a letter from each manufacturer of the listed requested items stating they are a factory authorized law enforcement distributor/vendor.

PERMITS AND LICENSES – The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work (as required).

PROPOSER'S COST – Costs for developing proposals including travel, mileage, fuel, printing and per diem, are entirely the responsibility of the Proposer and shall not be chargeable to City of Montebello.

CITY OF MONTEBELLO
1600 West Beverly Blvd.
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Request for Quotation: Q-19-21B
Bid Issue Date: 01/16/19
CLOSING DATE: 01/30/19 5:00 pm

BID SHEET INSTRUCTIONS:

- A. A single bid sheet has been provided. Please make additional copies as required. One (1) bid sheet should be completed for each item or alternate bid.
- B. Bidder shall complete each section of the "Bidders Comments" in the attached specifications including specific size and model of all components when not exactly as specified. **Please state "As specified"** if the item is exactly as set forth in the Left Hand Column.

"FAILURE TO COMPLETE THE RIGHT HAND COLUMN WITH ACCURATE BID SPECIFICATIONS WILL NOT BE ACCEPTABLE BY THE CITY."

- C. Each "Bid Sheet" must be signed and the company name, representative, date and delivery schedule must be included.
- D. Bidder must complete Pages 5 through Page 8 and submit with their proposal.

CITY OF MONTEBELLO
 1600 West Beverly Blvd.
 Montebello, CA 90640
 (323) 887-1200



Request for Quotation: Q-19-21B

Bid Issue Date: 01/16/19

CLOSING DATE: 01/30/19 5:00 pm

BIDDERS PROPOSAL
City of Montebello – Glock 21 RFQ
FOR THE CITY OF MONTEBELLO, CA

BIDDER TO COMPLETE ALL SHADED AREAS

ITEM NO.	DESCRIPTION	UNIT PRIC	EXTENSION
	The City of Montebello is requesting quotations from qualified vendors to supply and deliver the following items listed below as needed by the Montebello Police Department		
1	110 – Glock 21 Gen 4 .45 caliber handguns with Glock night sights and 3 high-capacity L.E. magazines per gun.		
2	100- Safariland model 77-383-4 magazine pouches		
3	30 – Safariland brand model 6280-383-481 mid-ride level II hosters (basket weave style) black in color.		
4	20 – Safariland brand model 6305-3832-131 Tactical level III drop-rig holsters black in color		
5	50 – Safariland brand model 6360-3832-481 mid-ride level III holsters (basket weave style) black in color.		
6			

AS specified

Please Fill out the detailed item specifications and unit pricing found in the contents of

"Appendix A" on pages 6, 7 and 8

CITY OF MONTEBELLO
 1600 West Beverly Blvd.
 Montebello, CA 90640
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Request for Quotation: Q-19-21B
Bid Issue Date: 01/16/19
CLOSING DATE: 01/30/19 5:00 pm

APPENDIX "A"
BIDDERS PROPOSAL
City of Montebello – Glock 21 RFQ
FOR THE CITY OF MONTEBELLO, CA

It is the intent of these specifications to describe the needed handguns, magazine pouches and holsters for the City of Montebello's police department.

NOTICE: Bidder shall complete right-hand column indicating specific brand/size/item number of the items being bid. Bidder must provide a sub-total and a grand total cost of all the items listed including all taxes, fees and shipping. (Note: the City of Montebello sales tax rate is 9.5%).

FAILURE TO COMPLETE RIGHT-HAND COLUMN WITH ACCURATE BID SPECIFICATIONS ON ALL LINES WILL INVALIDATE BID.

City of Montebello – Glock Handgun and Holsters	
SPECIFIC ITEMS BEING BID	ITEM SPECIFICATIONS AND PRICE
110 – Glock 21 Gen 4 .45 caliber handguns with Glock night sights and 3 total full-capacity magazines per gun.	Manufacturer: Glock Item Number: Mod 21 Gen 4 .45 Caliber w/(GNS) Price Per Gun: \$ <u>469.00</u> Price for 110 Guns: \$ <u>\$ 51,590.00</u>
100- Safariland model 77-383-4 magazine pouches	Manufacturer: Safariland Item Number: 77-383-4 Price Per Magazine Pouch \$ <u>23.95</u> Price for 100 Magazine pouches <u>\$ 2,395.00</u>
30 – Safariland brand model 6280-383-481 mid-ride level II holsters (basketweave style) black in color.	Manufacturer: Safariland Item Number: 6280-383-481 Price Per holster : \$ <u>69.52</u> Price for 30 Holsters: \$ <u>\$ 2,085.00</u>
20 – Safariland brand model 6305-3832-131 Tactical level III drop-rig holsters	Manufacturer: Safariland Item Number: 6305-3832-131 Price Per Holster \$ <u>134.55</u> Price for 20 Holsters: <u>\$ 2,691.00</u>

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 Montebello, CA 90640
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Request for Quotation: Q-19-21B

Bid Issue Date: 01/16/19

CLOSING DATE: 01/30/19 5:00 pm

SPECIFIC ITEMS BEING BID	ITEM SPECIFICATIONS AND PRICE
50 – Safariland brand model 6360-3832-481 mid-ride level III holsters (basketweave style) black in color.	Manufacturer: Safariland
	Item Number: 6360-3832-481
	Price Per Holster : \$ 94.47
	Price for 50 Holsters: \$ 4,723.50
	Delivery Charge for: N/A
	Return Credits for: N/A
	Subtotal: \$ 63,485.10
	Applicable Sales Tax Rate (9.5 %): \$ 6,631.08
	Shipping / Freight Cost: 6
	Grand Total: \$ 69,516.18

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Request for Quotation: Q-19-21B

Bid Issue Date: 01/16/19

CLOSING DATE: 01/30/19 5:00 pm

BIDDERS INFORMATION
City of Montebello – Glock 21 RFQ FOR
THE CITY OF MONTEBELLO, CA

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Company Name: LC Action Police Supply

Street Address: 1088 N 1st St San Jose CA 95112

Mailing Address: 1088 N 1st St San Jose CA 95112

City: San Jose Zip Code: 95112

Remit to Address: 1088 N 1st St San Jose CA 95112

City: San Jose Zip Code: 95112

Phone #: 408 294 2677

Fax#: 408 294 6444

Name: Stacy Moore or Kip Miller

Title: SALES

Email: stacy@laction.com or Kipe@laction.com

Signature/Date: [Signature] 1/29/19

RESOLUTION NO. 18-102

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATION OF FUNDS FOR EXPENSES RELATED TO THE
GLOCK HANDGUNS

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

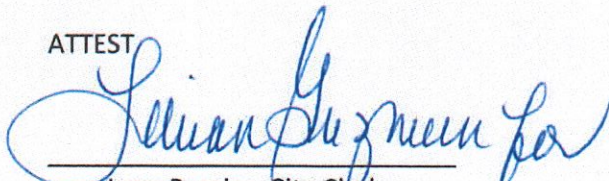
SECTION 1. That the Director of Finance is hereby authorized to make the following appropriations:

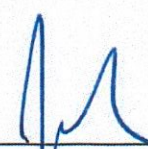
FROM		TO	
230-2920	\$100,000.00	230-99-847-6010.10	\$100,000.00
(Asset Forfeiture Fund Reserve)		(Machinery and Equipment)	

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 24th day of October, 2018.

ATTEST


Irma Barajas, City Clerk


Jack Hadjinian, Mayor Pro Tem

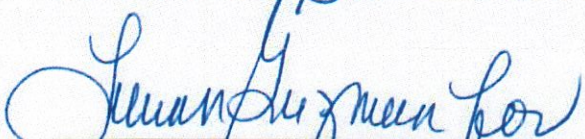


STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. 18-102 was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 24th day of October, 2018, as approved by law by the following vote:

AYES: Hadjinian, Delgado, Molinari, Romero
NOES: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the 15th day of November, 2018.


IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Andrew G. Pasmant, City Manager
BY: Brad Keller, Chief of Police
SUBJECT: Request for Authorization to Use Asset Forfeiture Funds
DATE: October 24, 2018

RECOMMENDATION

- #1 It is recommended that the City Council approve the appropriation of Drug Asset Forfeiture funds to purchase one hundred ten (110) new Glock 21 Gen 4 .45 caliber handguns for use by sworn Police Personnel as the primary issued duty handgun.
- #2 It is recommended that the City Council approve the appropriation of Drug Asset Forfeiture funds to purchase one hundred (100) handgun holsters and one hundred (100) handgun magazine pouches.
- #3 It is recommended that the City Council approve selling the current issued handguns (surplus) to a licensed vendor consistent with Federal, State and Local laws.
- #4 It is recommended that the proceeds from the selling or surplus handguns be placed in a police department durable supplies account to be used to refurbish and/or replace patrol rifles.

If the resolution is approved, the Glock 21 handguns, holsters and magazine pouches will be posted for RFP consistent with the Montebello Municipal Code. Concluding the RFP process, a recommendation of a responsible bidder will be proposed to City Council for final approval to purchase.

BACKGROUND

The Montebello Police range staff has recommended that the Police Department replace the current issued HK USP .45 caliber handguns to the Glock 21 Gen 4 .45

caliber handguns as the primary issued duty handgun. This recommendation is based on the age and deteriorating condition of the current HK USP .45 handguns.

ANALYSIS

A primary handgun is typically the first line of defense in life and death situations that police officers may be faced with. A police officer's primary issued handgun is required to be reliable and functional under all conditions. Police officers rely on their primary handgun to protect themselves and the community they serve.

The current inventories of HK USP's were purchased in 1999-2000 and are now almost 18-19 years old. Signs of wear and tear are now becoming apparent in form of an increased number of mechanical malfunctions during qualifications and training.

The iridium night sights have become dim making it difficult for officers to see their sights in low light environments. Iridium sights have a life of 10-15 years.

It is extremely difficult to obtain parts for our current HK USP's. The cost to upgrade our HK's worn parts, springs and sights will be approximately \$10,000-\$15,000. This does not include the cost in overtime or man hours for range staff to do the work. Upgrades will not address the aging condition and mechanical malfunctions of the current HK USP's and therefore it is recommended to replace these handguns.

The approximate cost of the Glock 21 Gen 4 is \$550 per handgun. Range staff has conducted extensive research and have determined that the Glock 21 Gen 4 is superior in design and functionality as a police duty weapon to meet the needs of the Montebello Police Department. The Glock 21 is substantially less expensive to purchase and maintain than most other commonly issued handguns for police work.

Glock parts are available through a wide variety of our department vendors. Research has revealed that 60% of all U.S. law enforcement officers carry a Glock 21.

Since the requested replacement handguns are a different make and model than the current issued handguns it will be necessary to replace holsters and magazine holders. The current holsters and magazine holders are also in poor condition.

By acquiring the new Glock 21 Gen 4 handguns, the current HK USP's will be requested to be sold to a licensed firearms dealer consistent with Federal, State and Local laws. The funds received will be requested to be used to replace or refurbish the police patrol rifles which are also aging and deteriorating.

Range and firearms staff has determined that the patrol rifles do not require being replaced since they are in better condition than the handguns requesting to be replaced. The patrol rifles are also typically more durable than handguns and more suited for refurbishment. However, some patrol rifles may need to be replaced.

The purchase of the handguns will not increase the size of the Police Department's handgun inventory, as the HK USP's will be sold to a licensed firearms dealer.

consistent with Federal, State and Local laws after acquiring the new Glock 21 handguns

SUMMARY

The Police Department range and firearms staff has determined that the handguns issued to sworn police personnel should be replaced. The current handguns are nearly 20 years old and are requiring substantial maintenance to avoid malfunction. Staff has determined that refurbishing the current handguns is not recommended due to the overall condition of the handguns and the margin of error during the process of refurbishing over one hundred handguns.

Staff is requesting to replace the current handguns with handguns proven to be reliable by over 60% of United States Law Enforcement agencies.

Surplus handguns will be requested to be sold to a licensed firearms dealer consistent with Federal, State and Local laws.

Staff is requesting the proceeds from the sale of the surplus handguns to be used to refurbish and/or replace patrol rifles.

The Montebello Police Department is required to obtain City Council approval to use Asset Forfeiture Funds.

The requested Amount of asset forfeiture funds is \$100,000 to replace the current aging primary handguns issued to Police Personnel.

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. This use of Drug Asset Forfeiture funds to purchase equipment is listed as permissible use of equitable shared property in the Department of Justice (DOJ) guidelines.

Currently the asset forfeiture account has a balance of approximately \$958,000.

FISCAL IMPACTS

This request for funds would have no fiscal impact to the general fund as the funds requested are proceeds of the drug asset forfeiture account. The request for funds will impact the Drug Asset Forfeiture fund in the amount of \$100,000 (Estimated).

ATTACHMENTS

None

**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: **Approval to Purchase a Police Vehicle through the Sourcewell Competitive Government Bidding Process.**

DATE: February 27, 2019

RECOMMENDATION

It is recommended 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, 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.

BACKGROUND

The police vehicle to be purchased is a Police Ford F-150 Responder pick-up truck. The Ford Responder is the only pick-up truck in the United States market that is pursuit rated for safety. Being pursuit rated allows for this vehicle to be used in emergency situations. This vehicle will be distinctly marked with the standard Montebello Police graphics and will be painted all white.

The vehicle will be used primarily by the Homeless Outreach Service Team (HOST) and Montebello Mental Evaluation Team (MMET). HOST and MMET have a need for a vehicle that can efficiently and safely haul large discarded bulky items such as shopping carts and large quantities of property. These items typically need to be disposed of or stored pursuant to law or request of the owner. HOST and MMET personnel are required to drive into the riverbed, dam area and other locations where a regular police car would have difficulty accessing

When not being used by HOST or MMET the vehicle can be used by other units in the department who may need to move large items such as evidence, range training equipment, tactical equipment, etc.

Sourcewell (formerly NJPA) is a public cooperative comprised of more than 50,000 member agencies throughout the United States. Sourcewell is a municipal contracting agency that operates as a public entity under legislative authority through Minnesota Statute 123A.21.

Sourcewell's primary purpose is to create a national cooperative of contract purchasing opportunities for products and services on behalf of participating agencies. Cooperative contract purchasing opportunities save participating agencies time and money in procuring needed equipment and technology.

The City of Montebello is eligible for Sourcewell membership as we are a government agency. There is no fee for the City to participate in the program.

ANALYSIS

1. Upon the implementation of AB109 in 2011, also known as realignment, each counties Police Chief's Association received funding from the State to help offset new costs. Locally the funds were distributed by the County of Los Angeles to individual police agencies. The balance of the account restricted for the purchase of a vehicle for HOST with AB 109 funding is \$ 63,000.00 (account # 265-6082)
2. The use of AB109 funding to purchase a vehicle for the primary purpose of homeless outreach, enforcement and mental evaluation is an authorized use of the AB109 funds.
3. This use of AB109 funding will supplement and not supplant existing budget appropriations.
4. The Police Department currently does not have a vehicle dedicated to the Homeless Outreach Service Team (HOST).
5. The police department requested and received authorization from the Los Angeles County Police Chief's Association board of directors to purchase a vehicle and associated equipment for the purpose of homeless outreach and education.
6. The price for the vehicle obtained through Sourcewell is \$41,550.86.
7. Ford of Montebello was asked to provide a quote for this specialty vehicle; however as of the completion of this report they have not been able to provide one.

8. This vehicle is only sold through Ford Auto Fleet Group thus the price for the vehicle was obtained through Sourcewell. Staff was unable to locate other sources for this vehicle and / or on-line prices.
9. Chevrolet does not produce a police rated pickup truck and therefore the local Chevy dealer was not contacted.
10. The emergency equipment needed for this vehicle, including the cost to install it, will be approximately \$ 20,500.00 (based on the most recent cost of outfitting patrol vehicles). This amount also includes the funds to purchase a radio or computer for the vehicle.
11. The cost of Montebello Police Department vehicle graphics is approximately \$ 600.00 (based on most recent cost of graphics for patrol vehicles).
12. Total amount requested for the purchase of the truck with all necessary equipment is \$ 62,650.86.
13. The purchase of this vehicle adds a needed vehicle to the police department fleet without impacting the general fund.

FISCAL IMPACT

The purchase of a Ford F150 Pickup Truck for the HOST team was budgeted for through the 2018 / 2019 budget process using funds secured through the Los Angeles County Police Chief's Association. The cost includes the purchase of the Police Ford F-150 Responder, emergency equipment and outfitting the vehicle with the proper Montebello Police graphics. The total cost of the purchase will not exceed \$63,000.00.

The use of this funding source will have no impact on the general fund.

SUMMARY

The police department is requesting City Council Authorization to purchase a specialty vehicle with funds previously secured through the Los Angeles Police Chief's Association utilizing the Sourcewell Competitive Government bidding process.

ATTACHMENTS

Sourcewell Welcome email

Specifications for Ford F150 Responder Truck

National Auto Fleet Group Quote

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATION OF AB109 GRANT FUNDS FOR
THE PURCHASE OF A POLICE FORD F-150 RESPONDER TRUCK

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

SECTION 1. Authorize the Purchase of a police vehicle through Sourcewell
Competitive Government bidding process

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

ADOPTED AND APPROVED this 27th day of February 2019.

Jack Hadjinian, Mayor Pro Tem

ATTEST:

Irma Barajas, City Clerk

Lopez, Luis

From: Sharpe, Stephen
Sent: Tuesday, January 15, 2019 12:04 PM
To: Lopez, Luis
Subject: Fwd: [Scanned] Welcome to Sourcewell

We are confirmed members.

Sent from my iPhone

Begin forwarded message:

From: Sourcewell <reply@email.sourcewell-mn.gov>
Date: January 15, 2019 at 11:05:32 PST
To: <ssharpe@cityofmontebello.com>
Subject: [Scanned] Welcome to Sourcewell
Reply-To: Sourcewell <reply-fec6167674630179-83_HTML-56322812-100002824-42@email.sourcewell-mn.gov>

[View this email in your browser](#)



Member Number: 157974

Welcome to Sourcewell

Hi Stephen, and welcome to Sourcewell. You've joined more than 50,000 members who save time and money through Sourcewell's cooperative

Let us know if you
have any questions

Sourcewell
Membership Team
877-585-9706
EMAIL US

purchasing contracts.

Montebello Police Department
Member Number: 157974

Keep an eye out for additional information coming from us. In the meantime, you can get started by browsing our contracts on our website.

We make purchasing easy

1. Save your member number: 157974.
2. Browse our online catalog of nationally awarded vendors.
3. Contact the vendor and tell them you'd like to use the Sourcewell contract or contact us—we're happy to guide you.



**MailScanner has detected a possible fraud attempt from
"click.email.sourcewell-mn.gov" claiming to be www.sourcewell-mn.gov**

Sourcewell is sending you this email because you recently became a member. If you no longer wish to receive these emails, you may update your email subscriptions at any time.

Sourcewell, 202 12th Street NE, P.O. Box 219, Staples, MN, 56479, US

©2019, Sourcewell

[Read our Privacy Policy](#)

Prepared By:
Administrator
Your Dealership Name Here

2018 Ford F-150 Police Responder

• VEHICLE REPORT

2018 Ford F-150 Police Responder W1P 4x4 XL

WARNING - THIS VEHICLE IS NOT YET COMPLETELY CONFIGURED

OPTIONAL EQUIPMENT

Code	Description	Class	MSRP	Invoice
SEATS & SEAT TRIM				
P	Cloth 40/Blank/40 Front-Seats Includes police-grade heavy-duty cloth and 8-way power driver/manual passenger. Center-section deleted. (Restraint control module cover provided).	INC	\$0.00	\$0.00
61P	10-Way Power Passenger Seat	OPT	\$295.00	\$272.00
OTHER OPTIONS				
145WB	145" Wheelbase	STD	\$0.00	\$0.00
PAINT	Monotone Paint Application	STD	\$0.00	\$0.00
53A	Trailer Tow Package Class IV Trailer Hitch Receiver : Includes smart trailer tow connector and 4-pin/7-pin wiring harness.; Auxilliary Transmission Oil Cooler; Engine Oil Cooler; Pro Trailer Backup Assist. Towing capability up to 10,700 lbs. Includes tailgate LED and smart trailer tow connector. Ordering the Trailer Tow Package does not include Trailer Tow Mirrors. Trailer Tow Mirrors are a standalone option and must be ordered separately. (Option Code: 54Y/59S). Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately.	OPT	\$995.00	\$916.00
85H	BackUp Alarm System	OPT	\$125.00	\$115.00
18B	Black Platform Running Boards	OPT	\$250.00	\$231.00
63S	Box Side Steps	OPT	\$325.00	\$299.00
55B	BoxLink Includes 4 premium locking cleats.	OPT	\$80.00	\$73.00
17C	Front & Rear Chrome Bumpers	OPT	\$175.00	\$161.00
942	Daytime Running Lamps Non-controllable. The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) (On/Off Cluster Controllable).	OPT	\$45.00	\$41.00

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Prepared By:
Administrator
Your Dealership Name Here

2018 Ford F-150 Police Responder

• **VEHICLE REPORT**

2018 Ford F-150 Police Responder W1P 4x4 XL

WARNING - THIS VEHICLE IS NOT YET COMPLETELY CONFIGURED

OPTIONAL EQUIPMENT

Code	Description	Class	MSRP	Invoice
OTHER OPTIONS (Continued)				
41H	Engine Block Heater	OPT	\$90.00	\$83.00
595	Fog Lamps	OPT	\$140.00	\$128.00
63E	Foldable Pickup Box Bed Extender	OPT	\$250.00	\$231.00
153	Front License Plate Bracket Standard in states requiring 2 license plates, optional to all others.	OPT	\$0.00	\$0.00
67T	Integrated Trailer Brake Controller	OPT	\$275.00	\$253.00
54R	Power Glass Heated Sideview Mirrors Auto-Dimming Rearview Mirror. Includes manual folding, turn signal, auto-dimming feature (driver's side) and black skull caps.	OPT	\$305.00	\$280.00
54Y	Manual-Folding Power Glass Trailer Tow Mirror Manually telescoping heated. Includes turn signal and black skull caps.	OPT	\$395.00	\$364.00
59S	LED Sideview Mirror Spotlights Includes high-intensity LED security approach lamps.	OPT	\$175.00	\$161.00
435	Power-Sliding Rear Window (57Q) Rear Window Defroster. Includes privacy glass.	OPT	\$450.00	\$415.00
924	Rear Window Fixed Privacy Glass	OPT	\$100.00	\$92.00
57Q	Rear Window Defroster	OPT	\$220.00	\$203.00
76R	Reverse Sensing System	OPT	\$275.00	\$253.00
STDRD	Radio: AM/FM Stereo/Single-CD Player SYNC : Includes enhanced voice recognition communication and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port. Includes 6 speakers.	INC	\$0.00	\$0.00
58C	Radio: Single-CD/SiriusXM Includes 6 speakers. SiriusXM includes a 6-month prepaid subscription. Service is not available in Alaska and Hawaii. Subscriptions to all SiriusXM services are sold by SiriusXM after	OPT	\$195.00	\$180.00

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December 19, 2017

Page 11

Prepared By:
Administrator
Your Dealership Name Here

2018 Ford F-150 Police Responder

• VEHICLE REPORT

2018 Ford F-150 Police Responder W1P 4x4 XL

WARNING - THIS VEHICLE IS NOT YET COMPLETELY CONFIGURED

OPTIONAL EQUIPMENT

Code	Description	Class	MSRP	Invoice
OTHER OPTIONS (Continued)				
trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com . All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.				
63T	Tailgate Step w/Tailgate Lift Assist	OPT	\$375.00	\$345.00
90D	Bed Divider Factory Invoiced Accessories (FIA). Shipped separately from the vehicle for dealer installation.	OPT	\$295.00	\$272.00
91A	Smoker's Pack w/Ash Coin Cup (Dealer Installed) Factory Invoiced Accessories (FIA). Shipped separately from the vehicle for dealer installation.	OPT	\$95.00	\$88.00
96X	Hard Tonneau Pickup Box Cover Factory Invoiced Accessories (FIA). Shipped separately from the vehicle for dealer installation. Note: Tonneau cover does not provide a permanent seal from dust and moisture intrusion.	OPT	\$995.00	\$916.00
96T	Soft Folding Tonneau Pickup Box Cover Factory Invoiced Accessories (FIA). Shipped separately from the vehicle for dealer installation. Note: Tonneau cover does not provide a permanent seal from dust and moisture intrusion.	OPT	\$525.00	\$483.00
96P	Drop-In Bedliner (Pre-Installed) Custom Accessory.	OPT	\$350.00	\$323.00
94R	LED Red/Blue Warning Strobes (Pre-Installed) Custom Accessory. Includes 2 LED warning lights visible on either side of stop light bar and 2 LED lights visible between lower windshield and hood (driver side - red / passenger side - blue).	OPT	\$725.00	\$667.00
94S	LED Amber Warning Strobes (Pre-Installed) Custom Accessory. Includes 2 LED amber warning lights visible on either side of stop light bar and 2 LED amber lights visible between lower windshield and hood.	OPT	\$675.00	\$621.00

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Prepared By:
Administrator
Your Dealership Name Here

2018 Ford F-150 Police Responder

• **VEHICLE REPORT**

2018 Ford F-150 Police Responder W1P 4x4 XL

WARNING - THIS VEHICLE IS NOT YET COMPLETELY CONFIGURED

OPTIONAL EQUIPMENT

Code	Description	Class	MSRP	Invoice
OTHER OPTIONS (Continued)				
96W	<i>Spray-In Bedliner (Pre-Installed) Custom Accessory.</i>	OPT	\$495.00	\$456.00
90R	<i>Stowable Loading Ramps (Pre-Installed) Custom Accessory.</i>	OPT	\$595.00	\$548.00
79V	<i>COV Required</i>	OPT	\$0.00	\$0.00
C09	<i>Priced DORA</i>	OPT	\$0.00	\$0.00
INTERNAL OPTIONS				
SYNC	<i>SYNC Includes enhanced voice recognition communication and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port.</i>	INC	\$0.00	\$0.00

National Auto Fleet Group

A division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
855 BUY-NJPA 626-457-5590
855 289-6572 626-457-5593

February 12, 2019

Sgt. Steve Sharpe
Montebello Police Department
1600 W. Beverly Boulevard
Montebello, CA 90640
Delivery Via Email

Dear Sgt. Sharpe,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Montebello, new/unused 2019 Ford F150 Responder pickup responding to your requirement with the attached specifications for:

2019 Ford F150	37,938.00
Sales Tax	3,604.11
Tire tax	8.75
Total	41,550.86

These vehicles are available under the Sourcewell contract# 120716-NFG formally the NJPA master vehicle contract# 120716-NFG.

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.



John Oviyach
National Account Law Enforcement Manager
National Auto Fleet Group



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 Professional Services Agreement for Water Rate Study and Analysis Services (Request for Proposals No. 18-53)**

DATE: February 19, 2019

RECOMMENDATION

It is recommended 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 the Agreement on behalf of the City.
4. Take such additional, related, action that may be desirable.

BACKGROUND

On May 31, 2018, the City issued Request for Proposal (RFP) No. 18-53 for Water Rate Study and Analysis Services. The solicitation was noticed on PlanetBids on May 31, 2018; and on June 8, 2018 in both the GreenSheet and "The Wave" newspaper. A copy of the RFP is available in the City Clerk's Office. Additionally, on June 5, 2018 staff sent emails, with the notice inviting proposals, to the following consultants: AKM Consulting Engineers, Bartle Wells Associates, HF&H Consultants, Kennedy Jenks Consultants, Stetson Engineers, Whipple & Associates, and Willdan Group.

On June 25, 2018, the City received six (6) proposals in response to RFP No. 18-53.

ANALYSIS

The following companies submitted responses to the RFP. A review panel evaluated the proposals based on the following scoring criteria:

- 1) Responsiveness to Scope of Work
- 2) Experience in providing the same or similar services
- 3) Organization overall content of written proposal
- 4) References/Previous Performance
- 5) Proposal Fee/Price – Proposal fee/price to perform required work as described in the RFP

Below are the average panel scores and interview ranking for each firm:

<u>Company</u>	<u>Ave. Score</u>	<u>Interview Ranking</u>	<u>Amount of Bid</u>
Harris & Associates	92	1	\$26,645
Willdan – Financial Services	92	2	\$29,975
GovRates, Inc.	92	3	\$25,800
Infrastructure Engineers	84	4	\$32,192
Raftelis	76	6	\$48,917
Black & Veatch	75	5	\$49,860

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

FISCAL IMPACT

Harris & Associates proposed fee to complete and provide the services listed in RFP No. 18-53 is \$26,645. Staff recommends awarding a professional services agreement to Harris & Associates in the aforementioned amount. Account No. 605-99-6040.95 (Contract Services Other Professional Services).

SUMMARY

Upon review and analysis of the six (6) responses to the City's Request for Proposal (RFP) No. 18-53 for Water Rate Study and Analysis Services, staff recommends awarding a professional services agreement to Harris & Associates. The City Council will consider awarding this agreement to Harris & Associates, authorized the Acting City Manager to approved change orders up to 10% (or \$2,664.50) as recommended by the Public Works Director, and authorized the Acting City Manager to execute the agreement on behalf of the City.

ATTACHMENTS

Draft Professional Agreement

(Copies of the RFP and submitted proposals are available through City Clerk's Office).

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. _____
BY AND BETWEEN
CITY OF MONTEBELLO
AND
HARRIS & ASSOCIATES

THIS AGREEMENT ("Agreement") is made and entered into on _____, **2019**, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and WILL DAN. (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide water rate study and analysis services 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 No. 18-53 for Water Rate Study and Analysis Services in the City of Montebello (May 31, 2018) ("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 to provide water rate study and analysis 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 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 not 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 12 months from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- 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. WORK PRODUCT.

- 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. EXTRA SERVICES.

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.

SECTION 6. CITY SUPERVISION.

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 \$1,000,000 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.

CONTRACTOR 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
Acting City Manage

Harris & Associates
Title of Representative

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

Exhibit “A”
Request for Proposals for Water Rate Study and Analysis Services

Exhibit “B”
Schedule of Compensation

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

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

FROM: Paul Talbot, Acting City Manager

BY: David Sosnowski, Director of Recreation & Community Services

SUBJECT: **Ordinance Amending Chapters 2.30 and 2.76 of the Montebello Municipal Code Relating to the Youth and Education Commission**

DATE: February 27, 2019

RECOMMENDATION

It is recommended 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.

BACKGROUND

The City's Municipal Code contains local laws regarding the makeup of the Youth and Education Commission (or Youth Commission), including appointment of members and establishment, in Chapters 2.30 and 2.76.

As currently constructed, the Youth Commission is comprised of a maximum of five members, with one member being appointed by each sitting member of the City Council.

The Youth Commission's role is to advise the City Council on matters relating specifically to youth. This includes activities oriented toward educational, recreational, civic programs, and those activities that pertain to life issues. Thus, addressing the educational and leisure needs, creating awareness, and improving quality of life for our youth.

The Commission is comprised of youth between fourteen and twenty-one years old. With varying school and after school activity schedules, school/work commitments and

travel/relocation for higher education endeavors, the Commission's regularly scheduled meetings have frequently been canceled due to a lack of quorum.

ANALYSIS

In order to meet the needs of Montebello's youth and carry out the mission of the Commission, modifications to the makeup and appointment of the Commission are being proposed.

The proposed deletions to Chapters 2.30 and 2.76 of the Montebello Municipal Code are reflected with ~~strike-throughs~~ and the proposed additions are reflected with double-underlines within the attached Ordinance. The proposed substantive amendments, in total, are:

2.30.030 – Members – Appointment/Removal. – Allows each city council member the power to appoint one commissioner and one alternate.

2.76.010 – Establishment – Clarifies that the commission is comprised of five members and five alternates.

2.76.015 – Alternate Member. – This comprises a new code section, Section 4 of Chapter 2.76. This section specifically outlines the role and attendance of an alternate member of the Youth Commission. An alternate would attend or sit-in for a regular member as a result of an absence of a regular member or an abstention because a regular member believes he or she has a conflict of interest at a regular or special meeting. In this case, the alternate shall move to the seat of a regular member, then the alternate shall participate as a regular member.

These amendments will allow for the appointment of alternate members to the Youth Commission. The addition of alternate members would potentially allow the Commission to continue to meet at the previously scheduled regular meeting dates, function in the absence of a regular member and continue to serve the needs of the Youth of the Community.

FISCAL IMPACT

There is no significant direct fiscal impact with this item.

SUMMARY

The proposed Municipal Code amendments to Chapters 2.30 and 2.76 are an effort to allow the Youth Commission to continue to meet at previously scheduled meeting dates, function in the absence of regular members and serve the needs of the youth of the community.

ATTACHMENTS

Attachment 1 – Revised Ordinance Recommended for Council Introduction and First Reading

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO, CALIFORNIA, AMENDING
CHAPTERS 2.30 AND 2.76 OF THE MONTEBELLO
MUNICIPAL CODE RELATING TO YOUTH
COMMISSION MEMBERSHIP**

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, purchasing, police, sanitary, and other ordinances and regulations not in conflict with general laws of the state; and

WHEREAS, Chapters 2.30 and 2.76 of the Montebello Municipal Code establish the Youth and Education Commission of the City and the rules governing such commission; and

WHEREAS, the City Council seeks to amend the rules governing the Youth and Education Commission as they relate to composition and appointment in order to ensure a quorum at each Youth and Education Commission meeting.

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 as substantive findings.

SECTION 2. Section 2.30.030, titled "Members – Appointment/Removal," of the Montebello Municipal Code, is hereby amended to read as follows:

2.30.030 – Members – Appointment/Removal.

A. Each city council member has the power to appoint one member to each of the commissions, except for the Youth and Education Commission where each city council member has the power to appoint one commissioner and one alternate.

B. Each commissioner, and alternate where applicable, shall serve at the pleasure of that city councilmember and shall be removed in the same manner as he or she is appointed.

SECTION 3. Section 2.76.010, titled "Establishment", of the Montebello Municipal Code, is hereby amended to read as follows:

2.76.010 – Establishment.

That there is created a youth and education commission ("youth commission") of, and for the city, which shall be composed of five members. Each city council member shall appoint one

member and one alternate to the youth and education commission. All members shall be between the ages of fourteen and nineteen years of age at the time of appointment. An individual shall be eligible for appointment to the commission as long as he or she is a resident within the city at the time of his or her appointment and at all times during his or her term. Each member shall remain in good academic standing with their respective schools as defined by each school, and/or submit two letters of recommendations as a requirement of the application process.

SECTION 4. Section 2.76.015, titled “Alternate Member”, is hereby added to Chapter 2.76 of the Montebello Municipal Code to read as follows:

2.76.015 – Alternate Member.

- A. The alternate shall, like regular members, attend the regular and special meetings of the commission. The alternate shall review staff reports and documents and otherwise prepare for such meetings. At such meetings, the alternate shall be identified for the record.
- B. The alternate shall publicly announce any items on the agenda that he or she is disqualified from participating in because of a conflict of interest.
- C. If, as a result of an absence of a regular member or an abstention because a regular member believes he or she has a conflict of interest at a regular or special meeting, the alternate shall move to the seat of a regular member, then the alternate shall participate as a regular member.
- D. The qualifications, appointment, removal and other requirements applicable to the alternate shall be the same as those for regular members of the commission.

SECTION 5. 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 6. 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 7. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 8. 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 ____that day of _____, 2019.

Jack Hadjinian, Mayor Pro Tem

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

Irma Barajas
City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: Paul Talbot, Acting City Manager

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

SUBJECT: **A Request to Accept as Complete – Various Street Improvements Project Citywide, RFP # 18-51, CP 863, Fiscal Year 2017/2018 (“PROJECT”)**

DATE: February 27, 2019

RECOMMENDATION

It is recommended that the City Council:

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

BACKGROUND

As part of FY 2017-2018 Capital Improvement Budget, a total of \$329,805 of Measure R Funds, and \$477,795 of Measure M Funds (\$807,600 Total) was allocated for street improvements (including engineering, inspection, and construction services) on Various Street Improvements. The PROJECT included the following street segments:

- 1) Poplar Avenue – Beverly Boulevard to Victoria Avenue,
- 2) Lincoln Avenue – Rea Drive to Avenida De La Merced,
- 3) Via Acosta – Garfield Avenue to Beverly Boulevard,
- 4) 6th Street – Cleveland Avenue to Madison Avenue, and
- 5) Via Nina – Hay Street to Via Val Verde

The PROJECT consisted of removal and reconstruction of existing concrete sidewalks, curb and gutters, driveway approaches, curb ramps, cold milling existing AC pavement, adjustment of sewer manholes frames and covers, raising water valve covers to finished grade, installation of pavement markings, and curb painting. A full set of plans and specifications are available for review in the office of the City Clerk.

NOTICE OF COMPLETION

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

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

ANALYSIS

The Contractor completed construction of this project on November 20, 2018. The City Engineer has reviewed the daily inspection reports and determined that the project has been satisfactorily completed in accordance with the project plans and the specifications. The contractor's final accounting was reviewed and approved by the City Engineer.

The Project costs are summarized as follows:

\$ 41,421.00	Design Phase (Plans, Specifications, & Estimate)
\$ 13,808.00	Project Management
\$ 10,000.00	Geotechnical Investigation
\$ 34,517.00	Construction Management & Inspection
\$ 17,500.00	Topographical Survey
\$ 625,337.53	Construction Contract Cost
<u>\$ 33,768.22</u>	<u>5.4% Contingency</u>
\$ 776,351.75	Total

FISCAL IMPACTS

This project is funded with Measure R (Acct. No.220-99-7116) and Measure M (Acct. No. 222-99-7116) funds. There is no impact on the General Fund. The project was \$31,248.25 (or 3.87%) below the project budget of \$807,600.

SUMMARY

The City Council is requested to accept as complete Various Street Improvement Project, CP 852, Bid No. 18-8, Fiscal Year 2016/2017, and authorize the City Clerk to process the Notice of Completion.

ATTACHMENTS

Notice of Completion

RECORDING REQUESTED BY
CITY OF MONTEBELLO
AND WHEN RECORDED MAIL TO
NAME CITY OF MONTEBELLO
CITY CLERK
STREET 1600 W Beverly Blvd.
ADDRESS
CITY Montebello,
STATE CA
ZIP 90640
SPACE ABOVE LINE FOR RECORDERS USE

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

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

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

NAMES

ADDRESSES

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

NAMES

ADDRESSES

7. A work of improvement on the property hereinafter described was completed on November 20, 2018. The general scope of work consisted of removing and reconstructing of damaged concrete sidewalks, damaged driveways, damaged curb and gutters curb ramps, cross gutters, cold milling of existing A.C. pavement and overlaying A.C., root pruning of trees, traffic striping, and pavement markings.

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

June 27, 2018

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

(Date of Contract)

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: Various Street Improvements Project (Lincoln Avenue from Rea Drive to Avenida De La Merced, Via Acosta from Beverly Boulevard to Garfield Avenue, Poplar Avenue from Beverly Boulevard to Victoria Avenue, 6th Street from Cleveland Avenue to Madison Avenue, and Via Nina from Hay Street to Via Val Verde.), CP 863, RFP # 18-51, FY 2017/2018.

Samuel T Kouri, City Engineer, City of Montebello

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

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion:

I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2019 at City of Montebello, Montebello, CA

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

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

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

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

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

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

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

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

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

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

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

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

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul Talbot, Acting City Manager

BY: Robert Mescher, Finance Director

SUBJECT: **Second Reading of Ordinance Amending Chapters 3.20 and 3.21 of the Montebello Municipal Code Relating to Procurement**

DATE: February 27, 2019

RECOMMENDATION

It is recommended that the City Council:

- (1) hold second reading and approve the ordinance, 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.

BACKGROUND

The City Council held its first reading of the Ordinance on February 13, 2019, without modification, and waived any further reading of the Ordinance.

The City's Municipal Code contains local laws regarding City procurements, including limits to various procurements, in Chapters 3.20 and 3.21. There are three other administrative documents in addition to Resolution 17-40 and Municipal Code Chapters 3.20 and 3.21 that provide guidance and limits for procurements. The documents are Administrative Policies VI-B-1 and VI-B-2 and Standard Operating Procedure 600. These documents, when analyzed together, have contradicting and confusing limits and procedures.

The 2018 State Audit requires these policies and procedures be updated to reflect best practices in purchasing and procurement, and to resolve ambiguities and inefficiencies.

As a first step, the City Council rescinded Resolution 17-40 at the January 23, 2019.

The policies and procedures in the attached Ordinance to Amend Chapters 3.20 and 3.21 will be more clear and efficient, and will supersede the prior Administrative Policies and Standard Operating Procedures.

ANALYSIS

The proposed deletions to Chapters 3.20 and 3.21 of the Montebello Municipal Code are reflected with ~~strike-throughs~~ and the proposed additions are reflected with double-underlines within the attached Ordinance. The proposed substantive amendments, in total, are:

3.20.050 and 3.21.025 (D) Bidding Procedures – Exempts purchases and services agreements from otherwise applicable bidding requirements when the total amount is less than \$2,000.

3.20.050 and 3.21.025 (E) Bidding Procedures – Clarifies that these new amendments are not retroactive, and therefore do not invalidate any currently existing contracts/agreements. Requires these amendments to be applied to all awards on or after the Ordinance's effective date.

3.20.050 and 3.21.025 (F) Bidding Procedures – Requires contracts with intended definitive terms to not exceed five years. Please be advised that the Council may, by a 4/5 vote, determine to dispense with this requirement upon a finding that it would be impractical, useless, or uneconomical in such instance to follow this requirement in accordance with the already adopted 3.20.050(C).

3.20.060 (A) Purchase Orders – Increases the limit from \$500 to \$2,000 for procurements requiring a purchase order, and clarifies additional exceptions. The existing limit of \$500 is inefficient because it causes delays in procurement and administrative costs for approval.

3.20.060 (C) Purchase Orders – Allows the Finance Director to authorize variances of the original purchase order price up to 10% for unanticipated costs.

3.20.080 Formal Contract – Clarifies that Public Contract Code requires a formal bid process for public works contracts of \$5,000 or more, and increases the limit from \$25,000 to \$50,000 for all other contracts.

3.20.090 Open Market (Informal Bids) – Clarifies that Public Contract Code requires a formal bid process for public works contracts of \$5,000 or more, and increases the limit from \$25,000 to \$50,000 for all other contracts.

3.20.140 Federally Funded Procurement – Clarifies that the federal government grants require the City to verify that contracting entities are not debarred from federally funded procurements.

3.21.015 Bidding Exceptions – Provides services agreements the same exceptions to bidding requirements that already apply to supplies/equipment contracts pursuant to 3.20.050. This amendment provides uniformity to City's contracting. This proposed change directly addresses a recommendation from the State Auditor.

3.21.020, 3.21.050, and 3.21.060 Permissive to Mandatory Language – Changes the permissive contracting language, applicable to services agreements, to mandatory contracting language. The current language has caused confusion amongst Staff, and the recommended amendment directly addresses a recommendation from the State Auditor.

These amendments will implement best practices in purchasing and procurement, address State Auditor recommendations, and resolve ambiguities and inefficiencies.

FISCAL IMPACT

There is no significant direct fiscal impact with this item.

SUMMARY

The proposed Municipal Code amendments will increase internal controls, reduce the risk of noncompliance with regulating agencies and grantors, while decreasing the processing time and labor costs to procure goods and services.

ATTACHMENTS

Attachment 1 – Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO, CALIFORNIA, AMENDING
CHAPTERS 3.20 AND 3.21 OF THE MONTEBELLO
MUNICIPAL CODE RELATING TO PROCUREMENT**

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, purchasing, police, sanitary, and other ordinances and regulations not in conflict with general laws of the state; and

WHEREAS, collectively, Chapters 3.20 and 3.21 of the Montebello Municipal Code encompass the City’s purchasing policies and procedures; and

WHEREAS, the City’s purchasing policies and procedures require periodic updates to reflect best practices in purchasing and procurement, and to resolve current ambiguities and inefficiencies;

WHEREAS, the City Council has already taken steps to resolve some of its procurement ambiguities and inefficiencies by rescinding Resolution 17-40 at its January 23, 2019 meeting;

WHEREAS, the City Council desires to amend the City’s purchasing policies and procedures in Montebello Municipal Code Chapters 3.20 and 3.21 to reflect best practices in purchasing and procurement, and to further resolve current ambiguities and inefficiencies.

**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 as substantive findings.

SECTION 2. Chapter 3.20, titled “Purchasing System,” of the Montebello Municipal Code, is hereby amended to read as follows in its entirety:

Chapter 3.20 - PURCHASING SYSTEM

3.20.010 - Adoption—Purpose.

In order to establish efficient procedures for the purchase of supplies and equipment, to secure the city supplies and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function and to assure the quality of purchases, a purchasing system is adopted.

3.20.020 - Purchasing officer.

The director of finance shall be ex officio purchasing officer under the direction of the city manager and the words "purchasing officer" as used in this chapter shall be deemed to refer to the director of finance or his or her duly authorized designee. The purchasing officer shall have the duty and authority to:

- A. Purchase or contract for supplies and equipment required by any using agency in accordance with purchasing procedures prescribed by this chapter, such administrative regulations as the purchasing officer shall adopt and such other rules and regulations as shall be prescribed by the city council;
- B. Negotiate and recommend execution of contracts for the purchase of supplies and equipment;
- C. Act to procure for the city the needed quality in supplies and equipment at least expense to the city;
- D. Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases;
- E. Prepare and recommend to the city council rules governing the purchase of supplies and equipment for the city;
- F. Prepare and recommend to the city council revisions and amendments to the purchasing rules;
- G. Keep informed of current developments in the ~~filed~~ field of purchasing, prices, market conditions and new products;
- H. Prescribe and maintain such forms as are reasonably necessary to the operation of this chapter and other rules and regulations;
- I. Supervise the inspection of all supplies and equipment purchased to insure uniform conformance with specifications;
- J. Recommend the transfer of surplus and unused supplies and equipment between departments as needed and the sale of all supplies and equipment which cannot be used by any agency or which have become unsuitable for city use;
- K. Maintain a bidders' list, vendors' catalog file and records needed for the efficient operation of the purchasing department.
- L. Maintain a list of duly authorized designees and the authorization limits, which shall be less than fifty thousand dollars for each designee.

3.20.030 - Exemptions from centralized purchasing.

The purchasing officer, with approval of the city council, may authorize, in writing, any agency to purchase or contract for specified supplies and equipment independently of the purchasing department, but he shall require that such purchases or contracts shall be made in conformity with the procedures established by this chapter and shall further require periodic reports from the agency on the purchases and contracts made under such written authorization.

3.20.040 - Requisitions.

Using agencies shall submit requests for supplies and equipment to the purchasing officer by standard requisition forms.

3.20.050 - Conformance with bidding procedures.

Purchases of supplies and equipment for city use shall be made and accomplished in conformity with Section 3.20.080 or Section 3.20.090 except:

- A. When an emergency, as determined by the purchasing agent with the approval of the city manager, is deemed to require that an order be placed with the nearest available source of supply; or
- B. When the supplies and equipment needed can be obtained from one source only; or
- C. When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same; or
- D. When the amount of the purchase involved is less than ~~twenty-five~~ two thousand dollars.
- E. Compliance with the requirements set forth in the provisions of this chapter shall apply to all contracts awarded after the effective date of this subsection, as may be amended.
- F. Notwithstanding the exceptions under this Section, no commitment or contract with a definitive term may exceed five years.

3.20.060 - Use of purchase orders.

- A. The purchase of goods and services including contracts totaling ~~five hundred~~ three thousand dollars or more shall be made by purchase order. Exceptions may be processed by request for warrant and shall be limited to dues and subscriptions; travel and meeting expense, telephone, utility, and postal services; pay for elected officials, commissions, police reserve and auxiliary firefighters; legal fees, FICA, PERS, employee group insurance, workers' compensation premiums, claims and expenses; insurance premiums, claims and expenses; reimbursements, refunds and replenishment of petty cash funds; contracts; debt payments; and payments to other government agencies.
- B. Also exempted is the purchase of inventory stock replenishment for all stores materials. Such purchases shall be transacted with a purchase requisition form.
- C. The Finance Director may authorize any variance up to 10% of the original purchase order price, in addition to sales tax and shipping.
- D. No commitment or contract with a definitive term may exceed five years.

3.20.070 - Unencumbered funds required for purchase order issuance.

Except in cases of emergency, the purchasing officer shall not issue any purchase order for supplies or equipment unless there exists an unencumbered appropriation in the fund account against which the purchase is to be charged.

3.20.080 - Formal contract procedure.

Except as otherwise provided herein, purchases and contracts for supplies and equipment of an estimated value of five thousand dollars or more for a public project as defined by Section 20161 of the Public Contract Code, and fifty twenty-five thousand dollars or more for contracts which do not constitute a public project as defined by Section 20161 of the Public Contract Code, shall be by written contract with the lowest responsible bidder pursuant to the procedure prescribed herein.

- A. Notice Inviting Bids. Notices inviting bids shall include a general description of the articles to be purchased, shall state where bid blanks and specifications may be secured and the time and place for opening bids.
 - 1. Published Notice. Notices inviting bids shall be published at least ten days before the date of opening of the bids. Notice shall be published at least once in a newspaper of general circulation, printed and published in the city, or if there is none, it shall be posted in at least three public places in the city that have been designated by ordinance as the places for posting public notices.
 - 2. Bidders' List. The purchasing officer shall also solicit sealed bids from all responsible prospective suppliers whose names are on the bidders' list or who have requested their name be added thereto.
 - 3. Bulletin Board. The purchasing officer shall also advertise pending purchases by a notice posted on a public bulletin board in the city hall.
- B. Bidders' Security. When deemed necessary by the purchasing officer, bidders' security may be prescribed in the public notices inviting bids. Bidders shall be entitled to return of bid security; provided that a successful bidder shall forfeit his bid security upon refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless the city is responsible for the delay. The city council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidders' security shall be applied by the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.
- C. Bid Opening Procedure. Sealed bids shall be submitted to the purchasing officer and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty calendar days after the bid closing.
- D. Rejection of Bids. In its discretion, the city council may reject any and all bids presented and re-advertise for bids.
- E. Award of Contracts. Contracts shall be awarded by the city council to the lowest responsible bidder except as otherwise provided herein.
- F. Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay or re-advertising for bids, the city council may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders at the time of bid opening.
- G. Performance Bonds. The city council shall have authority to require a performance bond before entering a contract in such amount as it shall find reasonably necessary to protect the best interests of the city. If the city council requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.
- H. No commitment or contract with a definitive term may exceed five years.

3.20.090 - Open market procedure.

Purchases of supplies and equipment of an estimated value in the amount of less than five thousand dollars for a public project as defined by Section 20161 of the Public Contract Code, and fifty twenty-five thousand dollars or less for contracts which are not for a public project as defined by Section 20161 of the Public Contract Code, may be made by the purchasing officer in the open market without observing the procedure prescribed by Section 3.20.080.

- A. Minimum Number of Bids. Open market purchases shall, wherever possible, be based on at least three bids, and shall be awarded to the lowest responsible bidder.
- B. Notice Inviting Bids. The purchasing officer shall solicit bids by written requests to prospective vendors or by telephone or by public notice posted on a public bulletin board in the city hall.
- C. Written Bids. Written bids or quotations shall be submitted to the purchasing officer who shall open them and keep a record of all open market orders and bids for a period of one year after the submission of bids or the placing of orders. This record, while so kept, shall be open to public inspection.
- D. No commitment or contract with a definitive term may exceed five years.

3.20.100 - Inspection and testing.

The purchasing officer shall inspect supplies and equipment delivered to determine their conformance with the specifications set forth in the order or contract. The purchasing officer shall have authority to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with specifications.

3.20.110 - Bidding procedure prescribed.

Whenever bids are required by law or by this code for the letting of contracts, the doing of work or the furnishing of supplies, equipment or materials, all of the steps, acts and proceedings required by law or by this code shall be fully complied with, and in particular and supplementary to the acts, steps and procedures, the procedure hereinafter set forth in this section regulating the notices inviting bids, the publication and posting of the notices, and the opening of the bids shall be followed:

- A. Notice—Contents. The notice inviting bids shall set a date for the opening of bids. All such notices, whether mailed, published, or posted, shall state the date, the hour, and the place at which the bids called for are to be opened, and shall also state the date, the hour, and the place of the council meeting at which the city council intends to take action on the bids.
- B. Bids—Opening. All bids shall be returnable to the purchasing officer or to the office of the city clerk, and at the hour and date stated in the notice, all bids shall be publicly opened at the office of the city clerk in the presence of the city clerk, purchasing officer, a representative of the department, or departments, to which the purchase or contract is to be charged, and all other interested parties who wish to attend and witness the opening of the bids. As each bid is opened, it shall be read aloud so that all persons interested in the bidding may hear the contents thereof, although no more of the bid need be read or announced than would ordinarily be announced in an open council meeting for the same purpose. From and after the time of their opening, the city clerk shall, upon request of any interested party, read or give such further information from the bid as may be requested.
- C. Bids—Compiling. After they have been opened, all bids shall be examined and studied by the city clerk, purchasing officer and any other officials necessary for the proper analysis of the bids to see if they comply with the notice inviting bids and are in all other respects in good order. A report shall then be made by the appropriate department to the city council announcing the results of the investigation and particularly designate which bid is found to be the lowest bid, the next lowest bid, and all of the other bids in ascending order of the figure or figures quoted.

D. Bids—Report—Awarding.

1. At the meeting of the city council at which the bids are acted upon, the report shall be read publicly and the bid of the lowest bidder shall be publicly announced.
2. After having complied with the foregoing procedure, the city council shall proceed in accordance with applicable provisions of law or this code either to award the bid and to let the contract therein referred to, or to take such other action as may be authorized by law.

E. Officer—Deputies. In the absence of the city clerk or purchasing officer, a duly authorized assistant or deputy may act in his place.

3.20.120 - Joint purchasing agreements.

- A. Whenever the council finds that the public interest and convenience require, it may enter into joint purchasing agreements for the acquisition of city supplies and equipment, with any other public agency; provided, that such agreements are authorized by the laws of the state.
- B. The provisions of this chapter shall not apply to purchases made under such an agreement; provided, that the council shall, by resolution, prior to the execution of such an agreement, establish rules for administrative practices to be followed by the purchasing agent with respect to such joint purchasing agreements.

3.20.125 – Piggybacking purchasing agreements.

- A. The purchasing officer may arrange for the City and enter into purchase contracts with a vendor(s) for the purchase of supplies, equipment, services, including but not limited to materials, vehicles and apparatus, the pricing and terms of which have been previously established by another local, County, State, federal or other public entity, school district, League of California Cities, California Communities Program, or other nonprofit association or group consisting of governmental entities, provided that:
 1. The purchase contract with the vendor(s) is the result of competitive bidding or negotiation and is made in compliance with the competitive bid or proposal requirements of any participating entity or organization; and
 2. The purchase is made within two years of the competitive bid or negotiation; and
 3. The purchase conforms to the City's specifications for the item or service; and
 4. The estimated price of the purchase is lower than that estimated for the purchase if made directly by the City pursuant to this chapter.
- B. Notwithstanding subsection 3.20.125(A), approval of a "piggyback" purchasing agreement pursuant to this section shall be obtained from City Council for an award of a purchase in an amount exceeding \$50,000.

3.20.130 - Local vendor preference.

- A. Whenever practical, the purchasing officer shall first ascertain the availability of goods and services from responsible local sources within city limits before considering outside sources and, if available, shall (as provided for in Section 3.20.050) solicit formal and/or informal bids from responsible local sources seeking the best price, quality, and delivery possible that best serves the interests of the city.
- B. The purchasing officer may seek competitive pricing outside the city when it is determined that the best interests of the city related to price, quality and delivery will not be served by local sources.

- C. The purchasing officer may establish competitively priced purchase agreements, open purchase, and blanket purchase orders with responsible local vendors via written quotes or negotiated agreement as provided for in Section 3.20.050.
- D. For purposes of determining final cost, Montebello vendors may be allowed a one percent allowance in determination of low bid based upon estimated sales and business tax return and local service convenience, except when such an allowance is prohibited by the grantor of funds to purchase such goods and services. All requests for sealed bids must include notification of local vendor allowance.

SECTION 3. Chapter 3.21, titled “Contracts for Professional and Special Services,” of the Montebello Municipal Code, is hereby amended to read as follows in its entirety:

Chapter 3.21 - CONTRACTS FOR PROFESSIONAL AND SPECIAL SERVICES

Sections:

3.21.010 - Definitions.

For purposes of this chapter, the following words shall have the following meanings:

"Professional/special services" means services which require special performance criteria; special or specific equipment; specific experience, knowledge, training, personal judgment, quality of work or factors other than simply obtaining the service at the lowest cost to the city. Such services include, but are not limited to, those provided by attorneys, architects, engineers, land surveyors, construction managers, appraisers, experts, accounting firms, security firms, computer consultants/programmers and/or other specialized consultants. Professional/special services do not include services rendered by city officers or employees.

3.21.020 - Experience and qualifications of professional/special service providers.

- A. In contracting for professional/special services, such contracts ~~should~~ shall only be awarded to firms or persons who have demonstrated adequate levels of experience, competence, resources/equipment, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required in the time period needed.
- B. Once the department requesting the professional/special service has determined a firm has an adequate level of competence, the cost of the service may be considered, however, price may not be the sole factor in determining to whom a contract shall be awarded. The city's best interests may be served by awarding the contract to a higher priced contractor based on the scope of services available, unique skills, staffing levels, timing, prior experience, past working relationship, and other factors required by the department or proposed by the contractor.
- C. No commitment or contract with a definitive term may exceed five years.

3.21.025 - Conformance with bidding procedures.

The acquiring of professional/special services shall be made and accomplished in conformity with Section 3.21.050 or Section 3.21.060 except:

- A. When an emergency, as determined by the purchasing agent with the approval of the city manager, is deemed to require that an order be placed with the nearest available source; or
- B. When the professional/special services needed can be obtained from one source only; or
- C. When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a

finding by the council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same; or

- D. When the amount of the professional/special services involved is less than two thousand dollars.
- E. Compliance with the requirements set forth in the provisions of this chapter shall apply to all contracts awarded after the effective date of this subsection, as may be amended.
- F. Notwithstanding the exceptions under this Section, no commitment or contract with a definitive term may exceed five years.

3.21.030 - Request for proposals.

The acquiring of professional/special services shall be procured through a negotiated contract and should include a request for proposals ("RFP"), unless Section 3.21.025 or Section 3.21.050 applies.

3.21.040 - Decentralized bid solicitation.

Soliciting bids for professional/special services is decentralized and shall be the responsibility of the department director requesting the service; however, the city manager may be contacted to assist with bids requiring the formal sealed RFP process set forth in Section 3.21.060.

3.21.050 - Contracts for less than fifty thousand dollars ~~or less~~.

The following procedure shall be used when seeking professional/special services estimated to have an annual cost of less than fifty thousand dollars ~~or less~~.

- A. In nonemergency situations, the requesting department ~~should~~ shall contact a minimum of three consultants or firms.
- B. Unless the city council authorized the entering into or the award of a specific contract for professional/special services, the city manager shall approve in writing the award of all such contracts, taking into consideration the recommendation of the department director requesting the professional/special services at issue.
- C. The city manager or his or her duly authorized designee is authorized to approve professional/special service contracts with an annual estimated cost of less than fifty thousand dollars ~~or less~~.

3.21.060 - Contracts ~~over~~of fifty thousand dollars or more.

The following procedure shall be used when seeking professional/special services estimated to have an annual cost of ~~in excess~~ fifty thousand dollars or more.

- A. In nonemergency situations, departments ~~should~~ shall utilize the following formal sealed RFP process:
 - 1. A formal sealed RFP template ~~should~~ shall be developed for solicitation of professional services contracts of ~~over~~ fifty thousand dollars or more.
 - 2. The department ~~should~~ shall advertise in appropriate publications and/or use the professional services listings, as available, during the solicitation process.

3. Notice inviting RFP's ~~should~~ shall be posted at city hall and on the city's website at least fourteen calendar days before the due date of submission of the RFP, when reasonably possible.
 4. The notice shall at least describe the general type of service needed, how the RFP minimum scope of work can be obtained, the requirement of a written sealed proposal, state the closing date, place, and time for submission of the RFP.
 5. Sealed request for proposals ~~should~~ shall be submitted directly to the requesting department and need not be opened publicly.
 6. Departments shall analyze proposals for compliance with RFP requirements, value of the total scope of services and make a recommendation to city council for selection or for follow up interviews with those consultants/firms submitting proposals.
- B. Contracts for professional/special services of ~~in excess~~ fifty thousand dollars or more require the approval of the city council and the signature of the mayor, or in his or her absence, the mayor pro tempore, pursuant to the provisions of Gov. Code Sections 40601 and 40602.
- C. Contracts for professional/special services ~~should~~ shall be on the city's standard form and shall be reviewed and approved as to form by the city attorney.
- D. No commitment or contract with a definitive term may exceed five years.

3.21.070 - City manager authority to execute certain contracts.

The city manager or his or her duly authorized designee shall be authorized to sign on behalf of the city all contracts for professional/special services, which are less than ~~do not exceed~~ a total contract amount of fifty thousand dollars in any one fiscal year period.

3.21.080 - Splitting purchases or contracts—financial interest prohibited.

- A. No officer or employee of the city or its agencies shall split or separate a purchase/procurement of professional/special for the purpose of evading the dollar amount bid threshold provisions of this chapter. The acquisition of professional/special services should be made with a single contract covering all services to be provided.
- B. No city employee who participates in the selection or approval of a professional/special service provider, nor any person who has supervisory responsibility for any such employee, shall have a financial interest in any professional/special service provider business entity under consideration.

SECTION 4. 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. The operation and establishment of a commercial cannabis establishment in the City will be subject to future discretionary approval(s) by the Planning Commission and/or City Council.

SECTION 5. 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 6. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 7. 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 ____that day of _____, 2019.

Jack Hadjinian, Mayor Pro Tem

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

Irma Barajas
City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AND SUCCESSOR AGENCY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
Honorable Chair and Members of the Successor Agency

FROM: Paul Talbot, Acting City Manager / Executive Director

BY: Robert Mescher, Director of Finance

SUBJECT: **Signatures for City's Local Agency Investment Fund (LAIF) Accounts**

DATE: February 27, 2019

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve and adopt the attached resolutions to update the authorized officers for the Successor Agency and City LAIF accounts.
- 2) Take such additional, related action that may be desirable.

BACKGROUND

The Successor Agency and the City of Montebello ("City") each maintain accounts with the Local Agency Investment Fund ("LAIF") which are managed by the State Treasurer's Office. The City has recently hired a Director of Finance and recommends that the signatories for these accounts be updated to reflect these individuals and titles.

The two (2) attached resolutions, one for the Successor Agency and one for the City Council, accomplish this purpose.

FISCAL IMPACT

There is no impact to the Successor Agency or City's General Funds associated with these actions.

SUMMARY

The City Council will consider updating the authorize signatories for the Successor Agency and City LAIF accounts.

ATTACHMENTS

Attachment "A" – Resolution (General)

Attachment "B" – Resolution (Successor Agency)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, AUTHORIZING THE
INVESTMENT OF MONIES IN THE LOCAL AGENCY
INVESTMENT FUND**

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

WHEREAS, pursuant to Chapter 730 of the statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein is in the best interests of the City of Montebello.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the deposit and withdrawal of City of Montebello monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED, that the following City of Montebello officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Rafael Gutierrez
NAME

Paul Talbot
NAME

City Treasurer
TITLE

Acting City Manager
TITLE

SIGNATURE

SIGNATURE

Danilo Batson
NAME

Robert Mescher
NAME

Assistant City Manager
TITLE

Director of Finance
TITLE

SIGNATURE

SIGNATURE

APPROVED AND ADOPTED THIS 27th DAY OF FEBRUARY, 2019.

Jack Hadjinian, Mayor Pro Tem

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE
FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MONTEBELLO AUTHORIZING THE INVESTMENT OF
MONIES IN THE LOCAL AGENCY INVESTMENT FUND**

**THE SUCCESSOR AGENCY OF THE FORMER COMMUNITY DEVELOPMENT
AGENCY OF THE CITY MONTEBELLO DOES HEREBY RESOLVE AS FOLLOWS:**

WHEREAS, Pursuant to Chapter 730 of the statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Successor Agency does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein is in the best interests of the Successor Agency, and consistent with the purposes and requirements of the Redevelopment Dissolution Law (Health & Safety Code § 34170, *et seq*).

NOW, THEREFORE, BE IT RESOLVED, that the Successor Agency hereby authorizes the deposit and withdrawal of the Successor Agency's monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED, that the following Successor Agency of the Former Community Redevelopment Agency of the City of Montebello officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Rafael Gutierrez
NAME

Paul Talbot
NAME

City Treasurer
TITLE

Acting Executive Director
TITLE

SIGNATURE

SIGNATURE

Danilo Batson
NAME

Robert Mescher
NAME

Assistant City Manager
TITLE

Director of Finance
TITLE

SIGNATURE

SIGNATURE

APPROVED AND ADOPTED THIS 27th DAY OF FEBRUARY, 2019.

Jack Hadjinian, Chair

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, Agency Counsel

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

DATE: February 27, 2019
TO: Honorable Mayor and City Council Members
FROM: Paul L. Talbot, Acting City Manager
BY: Bob Franco, Director of Human Resources
SUBJECT: Claims Against The City

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

1. A. Chaves v. City of Montebello Claim # MBGA-2880A2

Claimant alleges to have driven over a metal object in the road causing damage to the bumper, tires and air conditioner. The location of the incident was at the intersection of Beverly Boulevard and Jefferson Avenue. The claimant blames the City for not placing warning cones around the object to redirect cars away from the object. The streets run parallel to each other and do not intersect. The claimant could not identify what the object was. Request authority to reject the claim.

Amount claimed: \$2,000

CITY OF MONTEBELLO

February 27, 2019

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



Attached are the Monthly Investment Reports listing investments for the City and the Successor Agency as of January 31, 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.

wbq
Att:

ITEM #23

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
January 31, 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	104	1.973	2.000
Certificates of Deposit - CU	762,964.90	762,964.90	762,964.90	2.18	365	106	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	2.331	2.364
	35,021,771.57	35,021,771.57	35,021,771.57	100.00%	12	4	2.347	2.379
Investments								

Total Earnings	January 31 Month Ending	Fiscal Year To Date
Current Year	60,576.63	338,497.10
Average Daily Balance	30,239,580.59	25,622,511.16
Effective Rate of Return	2.36%	2.24%

11

Reporting period 01/01/2019-01/31/2019

Run Date: 02/12/2019 - 08:02

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

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
January 31, 2019

Page 1

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	104	05/16/2019
		Subtotal and Average	250,000.00		250,000.00	250,000.00	250,000.00			2.000	104	
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	85	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	174	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	60	04/02/2019
		Subtotal and Average	762,964.90		762,964.90	762,964.90	762,964.90			2.189	106	
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	24,559,878.83		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	2.364		2.364	1	
		Subtotal and Average	4,666,736.86		4,666,736.86	4,666,736.86	4,666,736.86			2.364	1	
		Total and Average	30,239,580.59		35,021,771.57	35,021,771.57	35,021,771.57			2.379	4	

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
January 1, 2019 through January 31, 2019

Page 1

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)								
SYS200	200	STATE OF CALIFORNIA		2.390		7,089,137.18	0.00	
		Subtotal	22,252,932.63			7,089,137.18	0.00	29,342,069.81
Savings Accounts (Monthly Summary)								
950516181	600	PACIFIC PREMIER/PLAZA BANK		2.364		9,079.66	9,079.66	
		Subtotal	4,666,736.86			9,079.66	9,079.66	4,666,736.86
		Total	27,932,634.39			7,098,216.84	9,079.66	35,021,771.57

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

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
January	2018	7	26,147,931.22	1.335	1.354	1.380	0	0	15	5
February	2018	7	29,147,931.61	1.401	1.421	1.460	0	0	14	4
March	2018	7	26,747,932.04	1.523	1.544	1.570	0	0	15	3
April	2018	9	31,824,664.93	1.674	1.697	1.720	2	2	13	7
May	2018	8	35,679,664.93	1.750	1.775	1.800	1	1	11	8
June	2018	7	35,679,664.93	1.863	1.889	1.900	0	0	11	8
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
Average		7	28,427,738.11	1.885%	1.911%	1.926	0	0	14	7

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

Page 1

Security Type	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	August 2018	September 2018	October 2018	November 2018	December 2018	January 2019	Average by Period
Certificates of Deposit - Bank	1.0	0.9	0.9	0.8	0.7	0.7	0.8	0.9	1.0	1.2	1.3	0.9	0.7	0.9%
Certificates of Deposit - CU	2.9	2.6	2.8	2.4	2.1	2.1	2.5	2.8	3.1	3.8	4.0	2.7	2.2	2.8%
Local Agency Investment Funds	78.3	80.5	78.8	82.2	84.1	84.1	81.6	78.9	76.7	72.1	70.0	79.7	83.8	79.3%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts	17.9	16.0	17.5	14.7	13.1	13.1	15.2	17.4	19.1	23.0	24.7	16.7	13.3	17.0%

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
January 31, 2019

Page 1

	January 31 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	1,428.78	12,703.80
Plus Accrued Interest at End of Period	302.23	302.17
Less Accrued Interest at Beginning of Period	(-111.84)	(405.74)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	1,842.85	12,600.23
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	1,842.85	12,600.23
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	98,216.84	398,861.13
Plus Accrued Interest at End of Period	58,509.43	58,509.43
Less Accrued Interest at Beginning of Period	(97,992.49)	(131,473.69)
Interest Earned during Period	58,733.78	325,896.87
Total Interest Earned during Period	60,576.63	338,497.10
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	60,576.63	338,497.10

CITY OF MONTEBELLO
INVESTMENT PORTFOLIO DETAIL-INVESTMENTS
January-19

	12/31/18	1/15/19	1/22/19					BALANCE		
GENERAL FUND										
LOCAL AGENCY INVESTMENT FUNDS										
STATE OF CALIFORNIA	22,252,932.63	89,137.18	7,000,000.00					29,342,069.81	83.78%	MAX. % \$30M
SUBTOTAL	22,252,932.63	89,137.18	7,000,000.00	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	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	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	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	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	0.00	4,666,731.48	13.33%	25.00%
TOTAL GENERAL INVESTMENTS	27,932,634.39	89,137.18	7,000,000.00	0.00	0.00	0.00	0.00	35,021,771.57	100.00%	

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

Total cash balance is reported on the Monthly Cash Report

INVESTMENT PORTFOLIO CHANGES

GENERAL FUND

Ending Balance:	<u>\$18,932,634.39</u>	(\$1,400,000.00) Monthly Difference
-----------------	------------------------	--

	Dec-18	
	Monthly	Majority Sources of Revenue
Beginning Balance:	<u>\$18,932,634.39</u>	

12/27/18	\$9,000,000.00	LAIF Deposit;Property Tax/Sales Tax
----------	----------------	-------------------------------------

Ending Balance:	<u>\$27,932,634.39</u>	\$9,000,000.00 Monthly Difference
-----------------	------------------------	--

	Jan-19	
	Monthly	Majority Sources of Revenue
Beginning Balance:	<u>\$27,932,634.39</u>	

1/15/19	\$89,137.18	LAIF Investment Interest
1/22/19	\$7,000,000.00	LAIF Deposit;Property Tax/Sales Tax

Ending Balance:	<u>\$35,021,771.57</u>	\$7,089,137.18 Monthly Difference
-----------------	------------------------	--

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

CITY OF MONTEBELLO

CITY CONTROLLER
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640

www.treasurer.ca.gov/pmia-laif/laif.asp

February 03, 2019

[PMIA Average Monthly Yields](#)

Account Number:

[Tran Type Definitions](#)

January 2019 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
1/15/2019	1/14/2019	QRD		SYSTEM	89,137.18
1/22/2019	1/22/2019	RD			7,000,000.00

Account Summary

Total Deposit:	7,089,137.18	Beginning Balance:	22,252,932.63
Total Withdrawal:	0.00	Ending Balance:	29,342,069.81

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
January 31, 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	4,282,962.08	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	January 31 Month Ending	Fiscal Year To Date
Current Year	8,572.38	67,909.51
Average Daily Balance	4,271,348.45	5,003,033.55
Effective Rate of Return	2.36%	2.30%

Reporting period 01/01/2019-01/31/2019

Run Date: 02/12/2019 - 08:10

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

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
January 31, 2019

Page 1

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	4,271,348.45		4,282,962.08	4,282,962.08	4,282,962.08			2.390	1	
		Total and Average	4,271,348.45		4,282,962.08	4,282,962.08	4,282,962.08			2.390	1	

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
January 1, 2019 through January 31, 2019

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
SYS100	100	STATE OF CALIFORNIA		2.390		25,715.90	0.00	
		Subtotal	4,257,246.18			25,715.90	0.00	4,282,962.08
		Total	4,257,246.18			25,715.90	0.00	4,282,962.08

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

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
January	2018	1	2,693,105.56	1.361	1.380	1.380	0	0	1	1
February	2018	1	3,393,105.56	1.440	1.460	1.460	0	0	1	1
March	2018	1	3,393,105.56	1.548	1.570	1.570	0	0	1	1
April	2018	1	3,404,080.30	1.696	1.720	1.720	0	0	1	1
May	2018	1	3,404,080.30	1.775	1.800	1.800	0	0	1	1
June	2018	1	8,404,080.30	1.874	1.900	1.900	0	0	1	1
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
Average		1	4,509,010.23	1.900%	1.926%	1.926	0	0	1	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
January 2018 through January 2019

Page 1

Security Type	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	August 2018	September 2018	October 2018	November 2018	December 2018	January 2019	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0%
Money Market Funds														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Savings Accounts														

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
January 31, 2019

Page 1

	January 31 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	25,715.90	78,881.78
Plus Accrued Interest at End of Period	8,618.79	8,618.79
Less Accrued Interest at Beginning of Period	(25,762.31)	(19,591.06)
Interest Earned during Period	8,572.38	67,909.51
Total Interest Earned during Period	8,572.38	67,909.51
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	8,572.38	67,909.51

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

		12/31/18	1/15/19	-	-	-	-	BALANCE		
Successor Agencies of the City of Montebello										
LOCAL AGENCY INVESTMENT FUNDS										
STATE OF CALIFORNIA		4,257,246.18	25,715.90					4,282,962.08	100.00%	\$30M
	SUBTOTAL	4,257,246.18	25,715.90	0.00	0.00	0.00	0.00	4,282,962.08	100.00%	
FEDERAL AGENCY ISSUES										
FAI		0.00						0.00	0.00%	
FAI		0.00						0.00	0.00%	
FAI		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	50.00%
CERTIFICATE OF DEPOSITS (CDs)										
CD		0.00						0.00	0.00%	
CD		0.00						0.00	0.00%	
CD		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	NONE
SAVINGS ACCOUNTS										
Savings		0.00						0.00	0.00%	
Savings		0.00						0.00	0.00%	
Savings		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	NONE
TREASURY SECURITIES										
T-Bill		0.00						0.00	0.00%	
T-Bill		0.00						0.00	0.00%	
T-Bill		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	80.00%
MONEY MARKET FUND										
MMF		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25.00%
TOTAL CRA INVESTMENTS		4,257,246.18	25,715.90	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

	Nov-18 Monthly	
Beginning Balance	<u>\$4,257,246.18</u>	
Ending Balance:	<u><u>\$4,257,246.18</u></u>	\$0.00 Monthly Difference
	Dec-18 Monthly	
Beginning Balance	<u>\$4,257,246.18</u>	
Ending Balance:	<u><u>\$4,257,246.18</u></u>	\$0.00 Monthly Difference
	Jan-19 Monthly	
Beginning Balance	<u>\$4,257,246.18</u>	
1/15/19	\$25,715.90	LAIF Investment Interest
Ending Balance:	<u><u>\$4,282,962.08</u></u>	\$25,715.90 Monthly Difference

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

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

www.treasurer.ca.gov/pmia-laif/laif.asp

February 03, 2019

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

January 2019 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
1/15/2019	1/14/2019	QRD		SYSTEM	25,715.90

Account Summary

Total Deposit:	25,715.90	Beginning Balance:	4,257,246.18
Total Withdrawal:	0.00	Ending Balance:	4,282,962.08

**CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF JANUARY 31, 2019**

BANK OF THE WEST

	Account Number	Account Name	1/31/19	Type	Purpose
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	\$1,401,635.82	S	Checking Account
2	XXXX-XX093	Successor Agency of the City of Montebello	\$2,305,901.37	S	Checking Account
3	XXXX-71041	City of Montebello	\$438,337.96	G	Checking Account (Recreation On-line payments)
4	XXXX-00184	City of Montebello - FSA	\$13,188.80	T	Checking Account (Flexible Spending Account)
5	XXXX-XX079	Liability Account	\$39,425.54	G	Disbursement of Liability Checks
6	XXXX-XX331	General	\$8,296,965.75	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	\$1,292,715.89	T	Holding Account
9	XXXX-XX803	Police Retiree Health Account	\$926,862.87	T	Interest Checking;T&A Holding Acct 1% per MOU
10	XXXX-XX287	Payroll	\$0.00	G	Checking Account;Process checks for Payroll
11	XXXX-XX362	Fire Retiree Health Account	\$421,206.15	T	Interest Checking;T&A Holding Acct 1% per MOU
			<u>\$15,232,635.53</u>		

STATE OF CALIFORNIA

	Account Number	Account Name	1/31/19	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
			<u>\$33,625,031.89</u>		

EAST WEST BANK

	Account Number	Account Name	1/31/19	Type	Purpose
1	CD	Certificate of Deposit (5/16/18 - 5/16/19)	\$250,000.00	G	Investment
			<u>\$250,000.00</u>		

F&A FEDERAL CREDIT UNION

	Account Number	Account Name	1/31/19	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
			<u>\$263,970.28</u>		

ST. VINCENT'S MEDICAL FEDERAL CREDIT UNION

	Account Number	Account Name	1/31/19	Type	Purpose
1	CD	Certificate of Deposit (4/2/18 - 4/2/19)	\$249,000.00	G	Investment
			<u>\$249,000.00</u>		

UNITED FEDERAL CREDIT UNION

	Account Number	Account Name	1/31/19	Type	Purpose
1	CD	Certificate of Deposit (7/25/18 - 7/25/19)	\$250,000.00	G	Investment
			<u>\$250,000.00</u>		

PACIFIC PREMIER BANK/PLAZA BANK

	Account Number	Account Name	1/31/19	Type	Purpose
1	XXXXXX181	Money Market Fund	\$4,666,731.48	G	Investment
			<u>\$4,666,731.48</u>		

FIRST MERCANTILE TRUST

	Account Number	Account Name	1/31/19	Type	Purpose
	XXX-XX-X746	CORPORATE ACCOUNT	\$13.12	M	401 a(h) employee benefit
	XXX-XX-X999	TRUST ACCOUNT	\$13,439.67	M	401 a(h) employee benefit
			<u>\$13,452.79</u>		

Total General Cash/Investments	\$43,892,896.20	G	General
Total SA Cash/Investments	\$7,990,499.27	S	Successor Agencies
Total T&A Cash/Investments	\$2,653,973.71	T	Trust & Agency
Total Trustee Cash	\$13,452.79	M	401 a(h) Trust Accounts
Total Cash/Investments	<u>\$54,550,821.97</u>		

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. 1463, consisting of nine pages, and
including**

Warrant No. 581894 through 582154;

Warrant No. 1424

**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 February, 2019.

JACK HADJINIAN, Mayor Pro Tem

ATTEST:

IRMA BARAJAS, City Clerk

ITEM #24



City of Montebello
Register of Demands No. 1463
From Payment Date: 2/7/19 - To Payment Date: 2/20/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
581894	02/07/2019	\$2,057.47	UTILITY SERVICES	1732	AT&T CORP.
581895	02/07/2019	\$678.18	UTILITY SERVICES	2257	AIRESPRING INC.
581896	02/07/2019	\$69.56	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
581897	02/07/2019	\$28.89	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
581898	02/07/2019	\$403.34	TRAVEL & MEETINGS	2315	KIMBERLY COBOS-CAWTHORNE
581899	02/07/2019	\$1,800.00	CONTRACT SERVICES	1595	FROG ENVIRONMENTAL., INC
581900	02/07/2019	\$209.69	BUILDING SUPPLIES	48400	HOME DEPOT CREDIT SERVICES
581901	02/07/2019	\$217.78	CONTRACT SERVICES	37280	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
581902	02/07/2019	\$441.77	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
581903	02/07/2019	\$60.72	SUPPLIES	26500	PALARDY & MILLER AUTOBODY
581904	02/07/2019	\$693.96	TRAVEL & MEETINGS	1950	ANDREW PASMANT
581905	02/07/2019	\$40,331.15	VEHICLE MAINTENANCE/EXPENSES	2191	PERFORMANCE TRUCK REPAIR INC.
581906	02/07/2019	\$3,431.42	FUEL	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
581907	02/07/2019	\$56.03	UTILITY SERVICES	23610	VERIZON WIRELESS
581908	02/07/2019	\$106,990.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
581909	02/11/2019	\$300.00	REIMBURSEMENT	28400	LILLIAN GUZMAN
581910	02/11/2019	\$599.86	SUPPLIES	999	GLENDALE PLUMBING AND FIRE SUPPLY, INC.
581911	02/11/2019	\$168.45	SUPPLIES	7350	ATLANTIC LOCK & SAFE CO.
581912	02/11/2019	\$4,000.00	SAFETY PROGRAM	72540	CITY OF GARDENA
581913	02/11/2019	\$212.20	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
581914	02/11/2019	\$892.67	CONTRACT SERVICES	26080	L. N. CURTIS & SONS
581915	02/11/2019	\$900.00	CONTRACT SERVICES	49400	U.S. MOBILE WIRELESS
581916	02/11/2019	\$984.71	SUPPLIES	1844	ESAFETY SUPPLIES, INC.
581917	02/11/2019	\$572.16	TRAVEL & MEETINGS	29610	JACK H. HADJINIAN
581918	02/11/2019	\$4,927.50	CONTRACT SERVICES	1658	GOVERNMENT STAFFING SERVICES, INC./MUNITEMPS

581919	02/11/2019	\$5,225.46	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
581920	02/11/2019	\$80.26	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
581921	02/11/2019	\$76.65	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA, INC.
581922	02/13/2019	\$300.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC.
581923	02/13/2019	\$638.47	UTILITY SERVICES	1732	AT&T CORP.
581924	02/13/2019	\$139.02	SUPPLIES	24200	AAT, INC.
581925	02/13/2019	\$800.58	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
581926	02/13/2019	\$1,587.75	SUPPLIES	35980	SAEED RADMEHR/ARTE PRINTING
581927	02/13/2019	\$36.90	SUPPLIES	31270	STARBOARD TACK SUPPLY INC./ASTRO PLUMBING
581928	02/13/2019	\$14.78	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
581929	02/13/2019	\$668.09	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
581930	02/13/2019	\$230.00	PERMITS AND FEES	2307	CALIFORNIA DEPARTMENT OF
581931	02/13/2019	\$13,838.00	UNEMPLOYMENT INSURANCE	37550	STATE OF CALIFORNIA
581932	02/13/2019	\$948.00	CONTRACT SERVICES	40850	MARIA E. CASAS
581933	02/13/2019	\$279.77	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
581934	02/13/2019	\$7.39	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
581935	02/13/2019	\$466.29	CONTRACT SERVICES	36870	CINTAS CORPORATION
581936	02/13/2019	\$3,873.22	CONTRACT SERVICES	1354	DAILY JOURNAL CORPORATION
581937	02/13/2019	\$78.47	SUPPLIES	40930	EASTMONT PAINT & DECORATING
581938	02/13/2019	\$120.27	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
581939	02/13/2019	\$76.54	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
581940	02/13/2019	\$90.00	CONTRACT SERVICES	23660	DAIOHS USA/FIRST CHOICE SERVICES
581941	02/13/2019	\$1,418.51	SUPPLIES	2059	HASA, INC.
581942	02/13/2019	\$215.00	DUES & SUBSCRIPTIONS	45210	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS
581943	02/13/2019	\$590.00	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
581944	02/13/2019	\$768.81	CONTRACT SERVICES	3280	MONTEBELLO CITY TRANSIT
581945	02/13/2019	\$578.70	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
581946	02/13/2019	\$301.16	SUPPLIES	42210	SAFETY-KLEEN CORP.
581947	02/13/2019	\$604.06	CONTRACT SERVICES	736	SIERRA DISPLAY, INC.
581948	02/13/2019	\$54,331.51	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
581949	02/13/2019	\$200.05	UTILITY SERVICES	23610	VERIZON WIRELESS
581950	02/13/2019	\$979.19	UTILITY SERVICES	23610	VERIZON WIRELESS

581951	02/13/2019	\$200.05	UTILITY SERVICES	23610	VERIZON WIRELESS
581952	02/13/2019	\$978.47	UTILITY SERVICES	23610	VERIZON WIRELESS
581953	02/13/2019	\$112.21	UTILITY SERVICES	23610	VERIZON WIRELESS
581954	02/13/2019	\$1,271.99	UTILITY SERVICES	23610	VERIZON WIRELESS
581955	02/13/2019	\$54.09	UTILITY SERVICES	23610	VERIZON WIRELESS
581956	02/13/2019	\$56.03	UTILITY SERVICES	23610	VERIZON WIRELESS
581957	02/13/2019	\$125.77	UTILITY SERVICES	23610	VERIZON WIRELESS
581958	02/13/2019	\$2,021.41	UTILITY SERVICES	23610	VERIZON WIRELESS
581959	02/14/2019	\$19,318.68	CREDIT CARD CHARGES (SEE ATTACHED)	13240	BANKCARD CENTER
581960	02/19/2019	\$5,244.71	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
581961	02/19/2019	\$124.26	SUPPLIES	40930	EASTMONT PAINT & DECORATING
581962	02/19/2019	\$127.39	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
581963	02/19/2019	\$50.56	SUPPLIES	48400	HOME DEPOT CREDIT SERVICES
581964	02/19/2019	\$1,332.34	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
581965	02/19/2019	\$286.08	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
581966	02/19/2019	\$11,548.57	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO.
581967	02/19/2019	\$31.45	UTILITY SERVICES	100	PICO WATER DISTRICT
581968	02/19/2019	\$524.83	CONTRACT SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
581969	02/19/2019	\$10,671.98	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
581970	02/19/2019	\$49,413.55	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
581971	02/19/2019	\$4,578.06	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
581972	02/19/2019	\$24,297.80	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO.
581973	02/19/2019	\$2,850.64	UTILITY SERVICES	526	T-MOBILE USA, INC.
581974	02/19/2019	\$38.01	UTILITY SERVICES	23610	VERIZON WIRELESS
581975	02/19/2019	\$3,831.15	UTILITY SERVICES	23610	VERIZON WIRELESS
581976	02/19/2019	\$40.00	TRAVEL & MEETINGS	1270	ERIC YAN
581977	02/19/2019	\$40.00	TRAVEL & MEETINGS	75560	KRISTINA ZENDZHIRYAN
581978	02/19/2019	\$1,400.00	DUES & SUBSCRIPTIONS	1293	923 MEDIA GROUP INC.
581979	02/19/2019	\$40.00	CARPPOOL INCENTIVE	27220	ANTHONY ACEVEZ
581980	02/19/2019	\$144.00	CONTRACT SERVICES	1352	ADR SECURITY SYSTEMS, INC.
581981	02/19/2019	\$71.09	SUPPLIES	205	AIRGAS, INC.
581982	02/19/2019	\$2,137.20	CONTRACT SERVICES	40670	ALL CITY MANAGEMENT SERVICES

581983	02/19/2019	\$1,922.51	VEHICLE MAINTENANCE/EXPENSES	859	ALTEC INDUSTRIES, INC.
581984	02/19/2019	\$40.00	CARPPOOL INCENTIVE	567	ARTHUR P ANCHONDO
581985	02/19/2019	\$40.00	CARPPOOL INCENTIVE	289	ANDREA ANDRADE
581986	02/19/2019	\$40.00	CARPPOOL INCENTIVE	61470	ERIKA L. ANDRADE
581987	02/19/2019	\$40.00	CARPPOOL INCENTIVE	2139	DANIEL ANTUNEZ
581988	02/19/2019	\$7,200.00	CONTRACT SERVICES	42230	AON RISK CONSULTANTS
581989	02/19/2019	\$565.02	SUPPLIES	35980	SAEED RADMEHR/ARTE PRINTING
581990	02/19/2019	\$25,286.11	CONTRACT SERVICES	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
581991	02/19/2019	\$80.00	CARPPOOL INCENTIVE	291	ROSA AVALOS
581992	02/19/2019	\$2,322.75	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
581993	02/19/2019	\$220.00	EDUCATION REIMBURSEMENT	319	MATTHEW J. BEVERIDGE
581994	02/19/2019	\$38.21	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
581995	02/19/2019	\$254.98	DUES & SUBSCRIPTIONS	2032	BLUE 360 MEDIA, LLC
581996	02/19/2019	\$685.00	CONTRACT SERVICES	1922	BORDERLAN, INC.
581997	02/19/2019	\$40.00	CARPPOOL INCENTIVE	3780	JACOB CASTILLO
581998	02/19/2019	\$40.00	CARPPOOL INCENTIVE	68640	LAURA CASTRO
581999	02/19/2019	\$3,608.82	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
582000	02/19/2019	\$250.00	REFUND	2336	ROBERT CHAVEZ
582001	02/19/2019	\$40.00	CARPPOOL INCENTIVE	17880	ANI CHUKHURYAN
582002	02/19/2019	\$40.00	CARPPOOL INCENTIVE	2322	GIOVANNA CISNEROS
582003	02/19/2019	\$800.00	SAFETY PROGRAM	803	CITY OF CULVER CITY
582004	02/19/2019	\$450.00	CONTRACT SERVICES	2293	HUE THI HONG NGUYEN/CITY TRAFFIC COUNTERS
582005	02/19/2019	\$8,015.73	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
582006	02/19/2019	\$208.90	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
582007	02/19/2019	\$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
582008	02/19/2019	\$1,740.00	TRAINING	2299	CONTROLLED F.O.R.C.E., INC.
582009	02/19/2019	\$73,444.61	IMPROVEMENTS OTHER THAN BUILDING	2109	CORA CONSTRUCTORS INC.
582010	02/19/2019	\$1,000.00	SUPPLIES	35660	COSTCO
582011	02/19/2019	\$40.00	CARPPOOL INCENTIVE	29020	RAPHAEL DE LA TORRE
582012	02/19/2019	\$50.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
582013	02/19/2019	\$224.78	CONTRACT SERVICES	25660	E-Z GO DIVISION OF TEXTRON
582014	02/19/2019	\$6,269.15	CONTRACT SERVICES	70850	E.M. OIL TRANSPORT INC.

582015	02/19/2019	\$339.63	SUPPLIES	40930	EASTMONT PAINT & DECORATING
582016	02/19/2019	\$650.00	CONTRACT SERVICES	41130	MIHM INC.
582017	02/19/2019	\$9,500.00	CONTRACT SERVICES	1168	EVERBRIDGE, INC.
582018	02/19/2019	\$142.13	SUPPLIES	7610	EWING IRRIGATION PRODUCTS, INC.
582019	02/19/2019	\$8,066.50	CONTRACT SERVICES	2327	PETE FOWLER CONSTRUCTION
582020	02/19/2019	\$525.00	CONTRACT SERVICES	1595	FROG ENVIRONMENTAL, INC
582021	02/19/2019	\$1,884.00	CONTRACT SERVICES	28730	GARFIELD CAR WASH
582022	02/19/2019	\$37,806.33	CONTRACT SERVICES	76070	GEO CORRECTIONS & DETENTION, INC.
582023	02/19/2019	\$360.00	REFUND	2338	AVIS KIRKSEY GIBSON
582024	02/19/2019	\$213,140.50	CONTRACT SERVICES	13750	CITY OF GLENDALE
582025	02/19/2019	\$120.00	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC.
582026	02/19/2019	\$968.16	SUPPLIES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.
582027	02/19/2019	\$340.00	DUES & SUBSCRIPTIONS	33920	GOLF COURSE SUPERINTENDENTS ASSOCIATION
582028	02/19/2019	\$40.00	CARPPOOL INCENTIVE	8260	BEATRICE GOMEZ
582029	02/19/2019	\$40.00	CARPPOOL INCENTIVE	38440	ANDREW GUZMAN
582030	02/19/2019	\$3,962.50	CONTRACT SERVICES	46870	HDL COREN & CONE
582031	02/19/2019	\$40.00	CARPPOOL INCENTIVE	568	JUAN M HERNANDEZ
582032	02/19/2019	\$40.00	CARPPOOL INCENTIVE	4280	NADINE HERNANDEZ
582033	02/19/2019	\$93.33	VEHICLE MAINTENANCE/EXPENSES	15440	HOSE-MAN, INC.
582034	02/19/2019	\$788.42	VEHICLE MAINTENANCE/EXPENSES	69140	HUNTINGTON BEACH MOTORSPORTS, INC.
582035	02/19/2019	\$4,059.85	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT. INC.
582036	02/19/2019	\$250.00	REFUND	2324	NEREIDA JAIME
582037	02/19/2019	\$40.00	CARPPOOL INCENTIVE	48610	CRYSTAL JAIMEZ
582038	02/19/2019	\$80.00	CARPPOOL INCENTIVE	2277	CHRISTOPHER JIMENEZ
582039	02/19/2019	\$4,433.33	MACHINERY & EQUIPMENTS	2289	JR'S POS DEPOT
582040	02/19/2019	\$915.00	UNIFORM EXPENSE	1106	GRP2 UNIFORMS, INC.
582041	02/19/2019	\$250.00	REFUND	2334	JULIO KLUSSMAN
582042	02/19/2019	\$2,369.88	SUPPLIES	26670	LIFE-ASSIST, INC.
582043	02/19/2019	\$613.00	CONTRACT SERVICES	750	LIFTECH ELEVATOR SERVICES, INC
582044	02/19/2019	\$21,255.02	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITATION WORKSHOP
582045	02/19/2019	\$40.00	CARPPOOL INCENTIVE	11280	MICHAEL LOPEZ
582046	02/19/2019	\$922.38	CONTRACT SERVICES	37280	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

582047	02/19/2019	\$2,400.00	CONTRACT SERVICES	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC
582048	02/19/2019	\$40.00	CARPOOL INCENTIVE	71590	LUZ MARIA
582049	02/19/2019	\$2,142.00	CONTRACT SERVICES	2144	MARIPOSA LANDSCAPES, INC.
582050	02/19/2019	\$40.00	CARPOOL INCENTIVE	50330	ANDREW MARTINEZ
582051	02/19/2019	\$40.00	CARPOOL INCENTIVE	2048	STEPHANIE MEZA
582052	02/19/2019	\$435.00	REFUND	2333	MGUTIERREZ INVESTMENTS CORP
582053	02/19/2019	\$187.69	TRAVEL & MEETINGS	116	ADAM MITCHELL
582054	02/19/2019	\$10,928.16	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
582055	02/19/2019	\$832.55	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
582056	02/19/2019	\$160.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE
582057	02/19/2019	\$40.00	CARPOOL INCENTIVE	2238	CARLOS NEGRETE
582058	02/19/2019	\$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
582059	02/19/2019	\$3,033.52	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
582060	02/19/2019	\$315.00	CONTRACT SERVICES	41180	MANUEL NUNEZ
582061	02/19/2019	\$679.30	SUPPLIES	15620	OFFICE DEPOT
582062	02/19/2019	\$845.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
582063	02/19/2019	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
582064	02/19/2019	\$120.00	CARPOOL INCENTIVE	1620	VERONICA PALAFOX
582065	02/19/2019	\$207.83	SUPPLIES	26500	PALARDY & MILLER AUTOBODY
582066	02/19/2019	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
582067	02/19/2019	\$90.00	DUES & SUBSCRIPTIONS	6880	PESTICIDE APPLICATORS PROFESSIONAL ASSOC.
582068	02/19/2019	\$55.00	CARPOOL INCENTIVE	1668	MEL PASTION
582069	02/19/2019	\$40.00	CARPOOL INCENTIVE	65330	WENDY PEREZ
582070	02/19/2019	\$40.00	CARPOOL INCENTIVE	2138	ELVA PHAM
582071	02/19/2019	\$250.00	REFUND	2335	ROSIO PINAL
582072	02/19/2019	\$40.00	CARPOOL INCENTIVE	34240	ROBERT PORTILLO
582073	02/19/2019	\$14.54	CONTRACT SERVICES	53520	PRAXAIR
582074	02/19/2019	\$2,825.80	SUPPLIES	29420	PRO FORCE LAW ENFORCEMENT
582075	02/19/2019	\$525.00	CONTRACT SERVICES	2184	PRO FORMA ADVISORS, LLC
582076	02/19/2019	\$101.97	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
582077	02/19/2019	\$400.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.
582078	02/19/2019	\$4,539.00	CONTRACT SERVICES	18730	QUETEL CORPORATION

582079	02/19/2019	\$40.00	CARPOOL INCENTIVE	13220	JESUS RABELERO
582080	02/19/2019	\$96.00	CONTRACT SERVICES	65000	JOAQUIN B. RENTERIA
582081	02/19/2019	\$168.52	MACHINERY & EQUIPMENTS	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
582082	02/19/2019	\$110.00	CARPOOL INCENTIVE	57000	ALBERT RIVERS
582083	02/19/2019	\$40.00	CARPOOL INCENTIVE	56830	ESTHER ROBLES
582084	02/19/2019	\$35.00	REFUND	2343	SEIDAH ROUSS
582085	02/19/2019	\$1,155.00	REFUND	2330	IVONNE SALAZAR
582086	02/19/2019	\$26,860.26	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
582087	02/19/2019	\$250.00	REFUND	2323	SUANA SANCHEZ
582088	02/19/2019	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I. SAUCEDO
582089	02/19/2019	\$40.00	CARPOOL INCENTIVE	61140	MICHAEL SAVEDRA
582090	02/19/2019	\$120.05	CONTRACT SERVICES	36350	SHRED-IT USA
582091	02/19/2019	\$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
582092	02/19/2019	\$40.00	CARPOOL INCENTIVE	33960	DAVID SOSNOWSKI
582093	02/19/2019	\$516.83	MACHINERY & EQUIPMENTS	1933	STRICTLY TECHNOLOGY LLC.
582094	02/19/2019	\$3,000.00	CONTRACT SERVICES	6230	SYMPRO, INC.
582095	02/19/2019	\$1,425.00	EDUCATION REIMBURSEMENT	2031	KEVIN TINAJERO
582096	02/19/2019	\$229.00	DUES & SUBSCRIPTIONS	4020	TORO NSN
582097	02/19/2019	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
582098	02/19/2019	\$250.00	CONTRACT SERVICES	71790	YOLANDA GELLIS/TRUTH BE TOLD POLYGRAPH
582099	02/19/2019	\$2,700.00	CONTRACT SERVICES	1253	UNTANGLE, INC.
582100	02/19/2019	\$40.00	CARPOOL INCENTIVE	595	MATTHEW A VALENZUELA
582101	02/19/2019	\$75.00	REFUND	2342	LYNETTE VALLES
582102	02/19/2019	\$40.00	CARPOOL INCENTIVE	395	MARIA TERESA VASQUEZ
582103	02/19/2019	\$40.00	CARPOOL INCENTIVE	1701	MATTHEW VEGA
582104	02/19/2019	\$75.00	REFUND	2341	PETRITA VEGA
582105	02/19/2019	\$4,678.20	CONTRACT SERVICES	20060	WATER REPLENISHMENT DISTRICT
582106	02/19/2019	\$946.08	SUPPLIES	67320	WINZER CORPORATION
582107	02/19/2019	\$26,290.50	CONTRACT SERVICES	1631	YORK RISK SERVICES GROUP, INC.
582108	02/19/2019	\$600.00	CONTRACT SERVICES	9070	ERVIN L. YOUNGBLOOD
582109	02/19/2019	\$40.00	CARPOOL INCENTIVE	2332	HUMBERTO ZARAGOZA
582110	02/19/2019	\$40.00	CARPOOL INCENTIVE	2331	FRANCISCO ZEPEDA

582111	02/20/2019	\$3,392.50	CONTRACT SERVICES	17680	ALVARADOSMITH
582112	02/20/2019	\$539.34	CONTRACT SERVICES	2273	AIR AND LUBE SYSTEMS INC.
582113	02/20/2019	\$87,266.31	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
582114	02/20/2019	\$1,655.54	UTILITY SERVICES	39550	AT&T
582115	02/20/2019	\$1,181.61	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE, INC
582116	02/20/2019	\$1,149.00	CONTRACT SERVICES	239	BEST BEST & KRIEGER, LLP
582117	02/20/2019	\$88.94	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
582118	02/20/2019	\$20.97	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
582119	02/20/2019	\$429.98	SUPPLIES	70920	DECALS BY DESIGN, INC.
582120	02/20/2019	\$525.00	CONTRACT SERVICES	1595	FROG ENVIRONMENTAL., INC
582121	02/20/2019	\$7,141.33	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIG
582122	02/20/2019	\$88.20	SUPPLIES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.
582123	02/20/2019	\$255.45	VEHICLE MAINTENANCE/EXPENSES	9470	GRAINGER, INC.
582124	02/20/2019	\$446.63	SUPPLIES	1612	JCL TRAFFIC SERVICES
582125	02/20/2019	\$3,034.52	CONTRACT SERVICES	2001	LAW OFFICES OF DAVID J. WEISS
582126	02/20/2019	\$1,961.95	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
582127	02/20/2019	\$1,011.39	SUPPLIES	585	KENNEY HOLDINGS, LLC
582128	02/20/2019	\$137.47	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
582129	02/20/2019	\$9,755.17	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
582130	02/20/2019	\$3,604.38	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
582131	02/20/2019	\$524.25	SUPPLIES	15620	OFFICE DEPOT
582132	02/20/2019	\$1,477.07	ADVERTISING/PRINTING SERVICES	2276	OSIK MEDIA
582133	02/20/2019	\$478.76	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
582134	02/20/2019	\$10,622.74	FRINGE BENEFITS	58990	VISION SERVICE PLAN
582135	02/20/2019	\$2,449.91	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
582136	02/20/2019	\$5,056.25	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
582137	02/20/2019	\$1,100.17	NOTES PAYABLE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
582138	02/20/2019	\$607.09	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
582139	02/20/2019	\$204.16	VEHICLE MAINTENANCE/EXPENSES	52660	FRANKLIN TRUCK PARTS
582140	02/20/2019	\$66.02	VEHICLE MAINTENANCE/EXPENSES	3350	GARVEY EQUIPMENT COMPANY
582141	02/20/2019	\$677.53	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
582142	02/20/2019	\$3,114.38	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY

582143	02/20/2019	\$7,505.27	VEHICLE MAINTENANCE/EXPENSES
582144	02/20/2019	\$443.15	SUPPLIES
582145	02/20/2019	\$385.00	CONTRACT SERVICES
582146	02/20/2019	\$172.67	CONTRACT SERVICES
582147	02/20/2019	\$66.97	CONTRACT SERVICES
582148	02/20/2019	\$27,784.12	IMPROVEMENTS OTHER THAN BUILDING
582149	02/20/2019	\$4,915.75	CONTRACT SERVICES
582150	02/20/2019	\$127.56	SUPPLIES
582151	02/20/2019	\$6,780.00	CONTRACT SERVICES
582152	02/20/2019	\$966.50	CONTRACT SERVICES
582153	02/20/2019	\$37.18	VEHICLE MAINTENANCE/EXPENSES
582154	02/20/2019	\$1,261.44	SUPPLIES

Subtotal **\$1,155,181.73**

6093 - Successor Agency

1424	02/20/2019	\$85.00	CONTRACT SERVICES
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Subtotal **\$85.00**

Total **\$1,155,266.73**

60710	THE AFTERMARKET PARTS COMPANY, LLC
1938	P & R PAPER SUPPLY COMPANY INC.
876	PACIFIC OIL COMPANY
53520	PRAXAIR
56260	PRUDENTIAL OVERALL SUPPLY
20770	SEQUEL CONTRACTORS. INC.
9270	TANK SPECIALIST OF CALIFORNIA
45120	ULINE
74850	UNIQUE GENERAL SERVICES
131	UNITED SITE SERVICES, INC.
51730	WESTRUX INTERNATIONAL INC.
67320	WINZER CORPORATION

16120	ALVAREZ-GLASMAN & COLVIN
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CITY OF MONTEBELLO
BANK OF THE WEST CREDIT CARD CHARGES
CHECK #581959 - FEBRUARY 27, 2019

DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR NAME	DEPARTMENT
1/4/19	\$ 555.60	CONFERENCE EXPENSE	UNITED AIRLINES	ADMINISTRATION
1/4/19	\$ 36.11	CONFERENCE EXPENSE	TRAVEL GUARD GROUP	ADMINISTRATION
1/5/19	\$ 206.39	CONFERENCE EXPENSE	SHERATON SACRAMENTO	ADMINISTRATION
1/16/19	\$ 500.00	CONFERENCE EXPENSE	ICA	ADMINISTRATION
1/16/19	\$ 500.00	CONFERENCE EXPENSE	ICA	ADMINISTRATION
1/23/19	\$ 500.00	CONFERENCE EXPENSE	ICA	ADMINISTRATION
1/8/19	\$ 38.95	PRE-EMPLOYMENT	EQUIFAX-TALX	HUMAN RESOURCES
1/16/19	\$ 38.95	PRE-EMPLOYMENT	EQUIFAX-TALX	HUMAN RESOURCES
1/16/19	\$ 38.95	PRE-EMPLOYMENT	EQUIFAX-TALX	HUMAN RESOURCES
1/16/19	\$ 38.95	PRE-EMPLOYMENT	EQUIFAX-TALX	HUMAN RESOURCES
1/16/19	\$ 38.95	PRE-EMPLOYMENT	EQUIFAX-TALX	HUMAN RESOURCES
1/17/19	\$ 38.95	PRE-EMPLOYMENT	EQUIFAX-TALX	HUMAN RESOURCES
1/11/19	\$ 241.65	RATERS LUNCHEON EXPENSE	HYE CUISINE	FIRE
1/12/19	\$ 210.13	RATERS LUNCHEON EXPENSE	HYE CUISINE	FIRE
1/14/19	\$ 699.98	IT SERVER CERTIFICATE	DNH-GODADDY.COM	IT
1/10/19	\$ 215.00	BASKETBALLS	AMAZON	RECREATION
1/4/19	\$ 350.19	AMMUNITION	TEN-X AMMUNITION	POLICE
1/8/19	\$ 1,380.00	TRAINING	EVENTRBIGHT-SWAT TEAM LEADER	POLICE
1/8/19	\$ 50.00	MEMBERSHIP DUES	PAYPAL IAPE	POLICE
1/8/19	\$ 725.00	TRAINING	CA POLICE CHIEFS	POLICE
1/9/19	\$ 75.00	MEMBERSHIP DUES	CA CLETS USERS	POLICE
1/9/19	\$ 75.00	TRAINING	PAYPAL - POALAC	POLICE
1/9/19	\$ 75.00	TRAINING	PAYPAL - POALAC	POLICE
1/10/19	\$ 38.50	PRINTING	LYNN CARD COMPANY	POLICE
1/14/19	\$ 120.00	MEMBERSHIP DUES	FBI NATIONAL ACADEMY	POLICE
1/16/19	\$ 204.47	TRAINING	CENTER FOR CRIMINAL JUSTICE	POLICE
1/21/19	\$ 1,395.00	TRAINING	COMPULINK MANAGEMENT	POLICE
1/21/19	\$ 30.00	TRAINING	CA CLETS USERS	POLICE
1/21/19	\$ 603.35	LODGING - TRAINING	COMFORT SUITES SACRAMENTO	POLICE
1/22/19	\$ 548.16	LODGING - TRAINING	ORBITZ - HOTEL	POLICE
1/22/19	\$ 950.00	TRAINING	ACTIVE EVENTS - TYLER CONNECT	POLICE
1/22/19	\$ 950.00	TRAINING	ACTIVE EVENTS - TYLER CONNECT	POLICE
1/21/19	\$ 252.96	TRAVEL-TRAINING	SOUTHWEST AIRLINES	POLICE
1/21/19	\$ 252.96	TRAVEL-TRAINING	SOUTHWEST AIRLINES	POLICE
1/22/19	\$ 75.00	TRAINING	SERRATO TRAINING	POLICE
1/22/19	\$ 75.00	TRAINING	SERRATO TRAINING	POLICE
1/22/19	\$ 160.00	TRAINING	SERRATO TRAINING	POLICE

CITY OF MONTEBELLO
BANK OF THE WEST CREDIT CARD CHARGES
CHECK #581959 - FEBRUARY 27, 2019

1/22/19	\$	160.00	TRAINING	SERRATO TRAINING	POLICE
1/22/19	\$	335.60	TRAVEL-TRAINING	AMERICAN AIRLINES	POLICE
1/22/19	\$	335.60	TRAVEL-TRAINING	AMERICAN AIRLINES	POLICE
1/22/19	\$	36.12	TRAVEL-TRAINING	AMERICAN AIRLINES	POLICE
1/22/19	\$	41.66	TRAVEL-TRAINING	AMERICAN AIRLINES	POLICE
1/23/19	\$	674.29	CO2 BOTTLE FOR PEPPER GUNS	TACTICAL TECH	POLICE
1/24/19	\$	10.40	SWEARING IN SUPPLIES	AMY'S PASTRY	POLICE
1/24/19	\$	950.00	TRAINING	ACTIVE EVENTS - TYLER CONNECT	POLICE
1/23/19	\$	7.99	SWEARING IN SUPPLIES	VONS	POLICE
12/28/18	\$	2,907.13	BUILDING SUPPLIES-LED LIGHTS	OEO ENERGY SOLUTIONS	TRANSIT
1/7/19	\$	605.00	TRAINING OPERATIONS	TSI	TRANSIT
1/9/19	\$	292.77	TRAINING	EXPEDIA	TRANSIT
1/9/19	\$	292.77	TRAINING	EXPEDIA	TRANSIT
1/17/19	\$	138.51	WEBINAR	RESOURCE GOVERNMENT	TRANSIT
1/22/19	\$	100.00	EXPO TRAINING	GLADSTEIN NEANDROSS	TRANSIT
1/24/19	\$	109.48	OFFICE SUPPLIES	4INKKETS	TRANSIT
1/28/19	\$	37.21	OFFICE SUPPLIES	AMAZON	TRANSIT
TOTAL	\$	19,318.68			

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 5:30 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Romero, Molinari, Barajas, Hadjinian
STAFF PRESENT: Acting City Manager Pasmant, City Attorney Alvarez-Glasman
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:** City Attorney Alvarez-Glasman

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

Tom Pate, Smart TD, spoke the increase in insurance premiums with no salary increase for Transportation.

Mayor Pro Tem Hadjinian recessed the meeting into Closed Session at the hour of 5:40 p.m. to discuss the following matters. Mayor Pro Tem Hadjinian reconvened the meeting at the hour of 7:00 p.m.

CLOSED SESSION

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

4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
One Matter

All Councilmembers were present for discussion. No action taken, nothing further to report.

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

All Councilmembers were present and received a briefing from the agency's negotiator. No action taken. Nothing further to report.

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

Management Association, Montebello Firefighters Association, Montebello Fire Management Association
All Councilmembers were present. Direction was given to negotiator. No final action.

7. PUBLIC EMPLOYEE DISMISSAL/DISCIPLINE/RELEASE

Government Code Section 54957(b)(1)

City Councilmember received a briefing, no action taken.

REGULAR SESSION

8. INVOCATION

PLEDGE OF ALLEGIANCE

9. PRESENTATION

- **RECOGNITION OF RETIRED POLICE OFFICER ERNIE BARRON**
- **PRESENTATION BY MONTEBELLO POLICE FOUNDATION**
- **RECOGNITION OF DOMESTIC VIOLENCE MONTH**

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

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

Monica Blount spoke on behalf of the Miscellaneous City Employees and asked that the City Council give the employees a raise because it is long overdue.

Denise Hagopian was not present speak.

Denise Campos, SoCalGas, spoke about electricity and natural gas and stated that the SoCalGas Company is focusing on future infrastructure investments.

Will Cevera spoke about Commercial Cannabis solicitation. City Attorney Alvarez-Glasman advised that his firm does not operate a cannabis business.

Shannan Calland stated her support of Vivian Romero.

Avik Cordiero stated his support of Vivian Romero.

Carmela Matanga spoke about the upcoming election.

Cynthia Deslarzes, New York resident, spoke about her sister, Vivian Romero, and all the hit pieces that have been received during the election season.

Tila Gregorian spoke about campaign flyers received.

Councilmember Molinari stated that he had nothing to do with Councilmember Barajas's band using the band room.

Linda Nicklas spoke about a hit piece flyer from Dare Communications.

Rosie Vasquez asked Mayor Pro Tem Hadjinian not to lie.

Kimberly Cobos-Cawthorne spoke about a recent hit piece flyer.

Christina Cortez spoke about a flyer put out by Mayor Pro Tem Hadjinian and spoke about what her family has been through.

Yvette Fimbres spoke about the election campaign and stated that she is dedicated to bettering the City.

Maribel Briseno asked about the Police and Fire Department reports regarding cannabis. Ms. Briseno also asked about when the Wiseguys would begin paying for the use of the band room, and asked about the role of the City Attorney.

12. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

13. CORRECTIONS TO THE AGENDA – ACTING CITY MANAGER

- 14. APPROVAL OF AGENDA:** Councilmember Molinari moved, seconded by Councilmember Barajas that all items be approved in a single motion with the exception of Item No. 15, 18, 21 and 23. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

SCHEDULED MATTER

15. PUBLIC HEARING: EXTENDING URGENCY INTERIM ZONING ORDINANCE NO. 2406 ESTABLISHING TEMPORARY STANDARDS FOR ACCESSORY DWELLING UNITS

Michael Villalobos spoke about his 7200 square foot property and asked that the square footage required be reduced to 7000 square feet.

Director Manuel Mancha gave a brief summary regarding the ordinance.

Linda Strong spoke about current housing issues.

Councilmember Molinari reconfirmed that the unit could only be occupied only by a relative, and asked that the square footage of the properties be no less than 7,000 but not for garage conversions.

Councilmember Molinari moved, seconded by Councilmember Barajas to (1) Conduct a public hearing; (2) Approve a report describing measures taken to alleviate the conditions leading to the adoption of Interim Urgency No. 2406; and (3) Adopt Interim Urgency Ordinance No. 2409, extending Interim Urgency Ordinance No. 2406 for 10 months and 15 days, while Staff considers the adoption of permanent regulations for Accessory Dwelling Units within the City, reduce the property square footage to 7,000 square feet. Motion carried 3-0-1 on the following roll call vote:

AYES:	Molinari, Barajas, Hadjinian
NOES:	None
ABSENT:	Romero

CONSENT MATTERS

16. REQUEST FOR AUTHORIZATION TO USE ASSET FORFEITURE FUNDS

Councilmember Molinari moved, seconded by Councilmember Barajas to approve the appropriation of Drug Asset Forfeiture funds, Resolution No. 18-101, to purchase a Police K9 to be used in the patrol bureau as an apprehension K9 from Adlerhorst International and waive the formal RFP process. Motion carried unanimously.

17. REQUEST FOR AUTHORIZATION TO USE ASSET FORFEITURE FUNDS

Councilmember Molinari moved, seconded by Councilmember Barajas to (1) approve the appropriation of Drug Asset Forfeiture funds to purchase one hundred ten (110) new Glock 21 Gen 4 .45 caliber handguns for use by sworn Police Personnel as the primary issued duty handgun; (2) Approve the appropriation of Drug Asset Forfeiture funds, Resolution No. 18-102 to purchase one hundred (100) handgun holsters and one hundred (100) handgun magazine pouches; (3) Approve selling the current issued handguns (surplus) to a licensed vendor consistent with Federal, State and Local laws; (4) approve proceeds from the selling or surplus handguns be placed in a police department durable supplies account to be used to refurbish and/or replace patrol rifles. Motion carried unanimously.

18. SPECIAL MUNICIPAL ELECTION – MARCH 5, 2019

Councilmember Barajas moved, seconded by Mayor Pro Tem Hadjinian to adopt Resolution No. 18-103 which provides for all of the following: (1) Calling for the holding of a Special Municipal Election to be held on Tuesday, March 5, 2019, for the election of one member of the City Council as required by the provisions of the laws of the State of California relating to General Law Cities and as recommended by the Los Angeles County Registrar-Recorder/County Clerk; (2) Adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, March 5, 2019, as required by State law; and (3) Providing for a procedure for determining by lot a tie among candidates at the March 5, 2019 Special Municipal Election in accordance with Elections Code Section 15651. Motion carried unanimously.

19. PROFESSIONAL SERVICES AGREEMENT FOR PROJECT OVERSIGHT CONSULTANT AND FUNDING APPROPRIATION

This item was pulled from the agenda and not discussed.

20. PROFESSIONAL SERVICES AGREEMENT FOR COMMUNITY INTEREST REPORTING/WRITING

Councilmember Molinari moved, seconded by Councilmember Barajas to approve a Professional Services Agreement No. 3493 for community interest reporting/writing in the amount not-to-exceed \$5,000.00 to WriterAnne Communications and authorize the Acting City Manager to execute the agreement on behalf of the City. Motion carried unanimously.

21. CONTINUATION OF CALPERS CONTRIBUTIONS

Councilmember Molinari moved, seconded by Councilmember Romero to approve Resolution No. 18-104 continuing the CalPERS Contributions for non-represented classic member employees, and approve the side letters, substantially in form, for non-safety and safety units, during the City's labor negotiations with the various employee organizations. Motion carried unanimously.

22. INVESTMENT REPORT – SEPTEMBER 2018

Councilmember Molinari moved, seconded by Councilmember Barajas to approve and file said report. Motion carried unanimously.

23. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED OCTOBER 24, 2018

Councilmember Molinari asked for back up documents for the City credit card payment.

Councilmember Molinari moved, seconded by Councilmember Barajas to adopt Resolution No. 18-105 approving the Warrant Register dated October 24, 2018. Motion carried unanimously.

24. PUBLIC ORALS – IF NEEDED

COUNCIL ORALS

25. COUNCILMEMBER ROMERO

- a. Presentation of progress on Department of Transportation \$110 Million dollar rehab project and Mission site
Councilmember Romero spoke about the improvements to the mission site and the to the 60 Freeway.
- b. Discussion on closed circuit television station and City website
Councilmember Romero spoke about certain information to be posted to the website and on the government channel.
- c. Discussion of status of Marijuana process and RFP
Discussion took place as to why HDL did not complete review of cannabis applications.
- d. Request for Fire, Police and impact reports for Marijuana Applications
Councilmember Romero asked why impact reports from the Police and Fire Departments were not completed prior to the submission of cannabis applications, and asked about costs association with bringing in marijuana.
- e. Discussion on liabilities, litigation and impacts to the city general fund
Councilmember Romero spoke about the litigation and various impacts to the City's General Fund.
- f. Economic development in the City of Montebello
Councilmember Romero spoke about the 50% sales tax from Costco in Monterey Park and from other businesses in the new Monterey Park Marketplace.

26. COUNCILMEMBER MOLINARI

- a. To require a vote of the City Council to suspend further review of marijuana business license applications and any other related items until after the special election in March 2019
Councilmember Molinari asked the marijuana application process be suspended until after the March 5, 2019 Election. Motion died on the following roll call vote:

AYES: Romero, Molinari
NOES: Barajas, Hadjinian

- b. Taylor Ranch Cultural Arts Center
 1. The accounting of all funds available for the construction of the project
 2. Current status of the Taylor Ranch Cultural Arts Center projectDenise Hagopian asked that the City Council review plans for the Taylor Ranch, including an audio visual plan, storage, adequate loading area, electrical and internet.

27. COUNCILMEMBER BARAJAS

None.

28. MAYOR PRO TEM HADJINIAN

- a. Proper handling of alleged misconduct by potential vendors and licensees.
Mayor Pro Tem Hadjinian stated that there has not been any misconduct by potential vendors or licensees.

ADJOURNMENT

Upon motion carried unanimously, Mayor Pro Tem Hadjinian adjourned the meeting at the hour of 10:05 p.m.

Upon motion carried unanimously, the minutes of October 24, 2018 were approved as written on February 27, 2019.

IRMA BARAJAS, City Clerk

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: Molinari, Barajas, Romero, Hadjinian
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:**
City Attorney Alvarez-Glasman

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

Mayor Pro Tem Hadjinian recessed the meeting into Closed Session at the hour of 5:35 p.m. At the hour of 6:45 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:

All Councilmembers were present for Closed Session.

4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: D. Romero v. City of Montebello

A briefing was presented to the City Councilmembers, direction was provided to Acting City Manager and City Attorney for possible resolution. No reportable action.

5. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: R. Castaneda v. City of Montebello

A briefing was presented to the City Councilmembers, direction was provided to Acting City Manager and City Attorney for possible resolution. No reportable action.

6. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: A. Martinez Garcia v. City of Montebello

A briefing was presented to the City Councilmembers. No reportable action.

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

Councilmembers received a briefing, direction was provided, no final action, nothing further to report.

8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 501-525 Whittier Blvd. and 112, 114-116, 121, 124 and 132
South 6th St.

Agency negotiator: Andrew Pasmant

Negotiating Parties: Danny Ku

Under Negotiation: Terms of sale

This item was held over.

9. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: (need address of Olson Project)

Agency Negotiator: Andrew Pasmant

Negotiating Parties: Olson Company

Under negotiation: Terms of sale

The City Council provided direction regarding a term of sale regarding property tax payment.

10. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(4)

Initiation of Litigation – One Matter

City Councilmembers received a briefing, no final action.

11. AUDIT BY CALIFORNIA STATE AUDITOR’S OFFICE

Government Code Section 54956.75

A confidential report was provided to the City Council, no final action, nothing further to report.

Councilmember Barajas did not return to the meeting after Closed Session.

REGULAR SESSION

12. INVOCATION

13. PLEDGE OF ALLEGIANCE

14. PRESENTATION:

PROCLAMATION IN RECOGNITION OF PROSTATE CANCER AWARENESS MONTH

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

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

Brent Gerson thanked the City Council for moving forward with the cannabis application process.

Yvette Fimbres stated her disappointment at the recent election results and thanked Councilmember Molinari for his service to the City.

Denise Hagopian announced the Lunch with the Police Chief Brad Keller on December 5, 2018, and stated that the lunch buffet will be provided by Rio's Pizza.

Denise Hagopian spoke on behalf of the Montebello Business Group regarding concerns about the parking situation on Montebello Blvd., north of Beverly Blvd. Staff was directed to bring back a report regarding the elimination of the parking spaces.

17. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director Sosnowski announced the Snow in the Park on Saturday, December 8, 2018, from 11:00 a.m. to 3:00 p.m., and the Holiday Cheer and Tree Lighting even at the Cathy Hensel Gym on Friday, December 14, 2018, from 5:00 p.m. to 9:00 p.m.

Director Batson gave an update on sidewalk repairs.

Director Mancha gave on update on open Code Enforcement cases.

18. CORRECTIONS TO THE AGENDA – ACTING CITY MANAGER

Acting City Manager Pasmant stated that the contract for Jones and Mayer exceeds his authority, so approval of the contract is need from the City Council.

- 19. APPROVAL OF AGENDA:** Councilmember Molinari moved, seconded by Councilmember Romero that all items be approved in a single motion with the exception of **ITEM NOS. 21, 22, 24, 25 AND 29**. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

CONSENT MATTERS

20. AWARD OF AGREEMENT FOR RFP19-2 – BUILDING AND SAFETY SERVICES

This item was held over and not discussed.

21. AWARD A LEASE AGREEMENT FOR GOLF CARTS FOR THE MONTEBELLO GOLF COURSE

Councilmember Romero asked about maintenance costs and how expensive and readily available the replacements parts are. Director Batson stated that the costs have remained the same and that most parts from same vendor are in stock and readily available.

Councilmember Molinari moved, seconded by Councilmember Romero to award Lease Agreement No. 3495 to E-Z-GO Division of Textron, Inc. for the leasing of 85 golf carts for an annual lease amount of \$57,678.69, Resolution No. 18-106, and authorize the Acting City Manager to negotiate and execute the Lease Agreement on behalf of the City. Motion carried unanimously.

22. ACCEPTANCE OF AN EASEMENT FOR PIPELINE PURPOSES AT 8000 SLAUSON AVENUE AND APPROVAL OF A RESOLUTION TO ACCEPT THE EASEMENT

Councilmember Romero confirmed that the use of an easement for pipeline purposes if for a gas station and for a fast food restaurant.

Councilmember Molinari moved, seconded by Councilmember Romero to approve an easement for pipeline purposes at 8000 Slauson Avenue as per the easement which also includes Exhibits "A" & "B" and approve Resolution No. 18-107 to accept the easement. Motion carried unanimously.

23. AWARD A LEASE AGREEMENT FOR DUMP TRUCKS AND UTILITY TRUCKS FOR PARKS, STREETS AND TREE DIVISIONS

Councilmember Molinari moved, seconded by Councilmember Romero to award a Lease Agreement No. 3496 to Raceway Ford for Dump Trucks and Utility Trucks in the annual lease amount of \$75,480 and authorize the Acting City Manager to negotiate and execute the Lease Agreement on behalf of the City. Motion carried unanimously.

24. AUTHORIZE PARK GRANT SOLICITATIONS FOR FUNDING OF MULTIPLE PARK PROJECTS

Councilmember Romero stated that enhancements would be great, but asked if the Northridge mini park be included and volleyball courts at various parks be included with grant funds received.

Councilmember Molinari moved, seconded by Councilmember Romero to authorize the Department of Recreation & Community Services to pursue several grant opportunities that are forthcoming and issue a solicitation for Proposals and Costs for Grant Writing and Architectural Design services for the grants. Motion carried unanimously.

25. REQUEST TO AUTHORIZE THE MONTEBELLO POLICE DEPARTMENT TO CONTINUE UTILIZING THE SERVICES OF THE JONES AND MAYER LAW FIRM

Acting City Manager Pasmant stated that a contract module would be coming to the City Council for approval in the near future.

Councilmember Molinari moved, seconded by Councilmember Romero to authorize the Montebello Police Department to continue utilizing the services of the Law Firm of Jones and Mayer for Pitchess/Henthorn representation until such time as a formal RFP can be completed; AND (2) Authorize the Acting City Manager to exceed his authority of \$20,000 specifically for the essential services provided by the Law Firm of Jones and Mayer until the RFP process is completed, limited to six months, and execute Agreement No. 3497. Motion carried unanimously.

26. REQUEST FOR AUTHORIZATION TO PARTICIPATE IN THE LOS ANGELES HOMELESS SERVICES AUTHORITY'S HOMELESS EMERGENCY AID PROGRAM

Councilmember Molinari moved, seconded by Councilmember Romero to approve Resolution No. 18-08 allowing the City to participate in the Los Angeles Homeless Services Authority's Homeless Emergency Aid Program. Participation in the program would make the City eligible for funding to provide emergency aid, prevention and diversion programs to the homeless population in the City of Montebello. The Resolution would establish a shelter crisis and allow the City of Montebello to participate in the State Homeless Emergency Aid Program (HEAP). Motion carried unanimously.

27. ACCEPTANCE OF THE JOINT POWERS AGREEMENT FOR THE LOS ANGELES AREA REGIONAL TRAINING GROUP

Councilmember Molinari moved, seconded by Councilmember Romero to accept and approve Joint Powers Agreement No. 3498 for the Los Angeles Area Regional Training Group, and allow the Acting City Manager to execute the agreement. Motion carried unanimously.

28. EXTENSION OF THE FOOTHILL COMMUNICATIONS AGREEMENT (3219)

Councilmember Molinari moved, seconded by Councilmember Romero to (1) accept and approve the Extension of the Foothill Communications Agreement (Number 3219), month to month, for no more than six months, while a request for proposal and qualifications is

developed and a vendor is selected; and (2) authorize the Acting City Manager to execute the agreement extension. Motion carried unanimously.

29. METHOD OF SPECIAL MUNICIPAL ELECTION – MARCH 5, 2019

David Torres stated that the City Council should have made an appointment to the City Council instead of holding a special election.

Councilmember Romero asked for dates of the nomination period.

Councilmember Molinari moved, seconded by Councilmember Romero to hold this item over and direct staff to look into consultants to assist with a stand-alone election, and to get estimates regarding an all-mail ballot. Motion carried on a 3-0 roll call vote.

30. CONFLICT OF INTEREST CODE BIENNIAL UPDATE

Councilmember Molinari moved, seconded by Councilmember Romero to adopt the following resolution amending the Conflict of Interest Code for the City of Montebello in compliance with Government Code requirements: Resolution No. 18-109, **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING THE CONFLICT OF INTEREST CODE FOR THE CITY OF MONTEBELLO.** Motion carried unanimously.

31. CLAIMS AGAINST THE CITY

Councilmember Molinari moved, seconded by Councilmember Romero to **DENY** the following claims: L. Guzman in the amount of \$700.00; and V. Hernandez in the amount of \$1,000.00. Motion carried unanimously.

32. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED NOVEMBER 14, 2018

Councilmember Molinari moved, seconded by Councilmember Romero to adopt Resolution No. 18-110 approving the Warrant Register dated November 14, 2018. Motion carried unanimously.

33. PUBLIC ORALS – IF NEEDED

COUNCIL ORALS

34. COUNCILMEMBER MOLINARI

None.

35. COUNCILMEMBER BARAJAS

None.

36. COUNCILMEMBER ROMERO

- a. Discussion on ethical, legal, political challenges facing the community.
Councilmember Romero spoke about flyers that were mailed out during election season, and stated her opposition to cannabis, and concerns regarding labor groups
- b. Current limitations and limited staffing, and records management.
Councilmember Romero spoke about contracts and the need for a matrix regarding the expiration of contracts. Information needs to be readily accessible and available.

- c. Timelines, updates and schedules for upcoming street improvements and underfunded projects, and discuss possibility of bonding of street improvements. Councilmember Romero spoke about the needs for updates for street improvements and asked about street improvement bonding. Acting City Manager Pasmant stated that the Finance Department is in the midst of hiring an advisor to assist with the street improvement bonding and hopefully will be ready to go in early 2019.
- d. Policies on direction given by City Council versus city manager and discussion including public records requests.
Not discussed
- e. Discussion on upcoming March election to fill vacant seat for former councilmember
Not discussed
- f. Brief information on issues related to the election and the community.
3,000 are still to be counted for the November election to be completed in early December. The County will be working through the Thanksgiving holiday.
- g. Exploring ways to improve traffic circulation at Costco and Monterey Park Market Place Shopping Center.
Councilmember Romero spoke about the choke points, emissions at the Monterey Park Market Place and that there is no vegetation, trees or oxygenation in the area. Councilmember Romero also spoke about the elimination of parking spaces on Montebello Blvd. due to the new Market Place.

37. MAYOR PRO TEM HADJINIAN

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Pro Tem Hadjinian adjourned the meeting at the hour of 8:10 p.m. in memory of Mark Gannon and Ashiya Japan Chairman Ken Yamanaka, who both passed away recently.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of November 14, 2018 were approved as written on February 27, 2019.

IRMA BARAJAS, City Clerk

MINUTES

THE CITY OF MONTEBELLO 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 5:45 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Barajas, Romero, Molinari,
MEMBERS ABSENT: Hadjinian
STAFF PRESENT: Acting City Manager Pasmant, City Attorney Alvarez-Glasman
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:**
City Attorney Alvarez-Glasman

Councilmember Molinari recessed the meeting into Closed Session at the hour of 5:45 p.m. At the hour of 6:55 p.m. Councilmember Molinari reconvened the meeting.

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

Marjeli Cruz, Montebello City Employees Association (MCEA), spoke about the lack of salary increases to employee of the Montebello City Employees Association for the past 10 years.

Delia Delgado, Employee and Resident, spoke about the past 10 years with no pay increase to those in the MCEA.

Sergio Lopez, MCEA submitted a letter in support of the MCEA, and spoke about the lack of any salary increase in 10 years.

Joann Panosian, 17-year employee spoke in support of the MCEA, and asked that the Council consider salary increases for the MCEA employees.

Diane Marquez, 34- year employee, spoke about the lack of raises for civilian employees in the last 10 years.

CLOSED SESSION

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

Three members were present for Closed Session.

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

Councilmembers received a briefing, no action taken, nothing to report.

5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 501-525 Whittier Blvd. and 112, 114-116, 121, 124 and 132
South 6th St.

Agency negotiator: Andrew Pasmant

Negotiating Parties: Danny Ku

Under Negotiation: Terms of sale

Councilmembers received a briefing, no action taken, nothing to report.

6. A. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Government Code Section 54957

Title: Director of Finance

Title: Director of Human Resources

Title: Director of Planning and Community Development

Councilmembers received a briefing, no action taken, nothing to report.

B. CONFERENCE WITH LABOR NEGOTIATORS

Government Code section 54957.6

Agency designated representative: Andrew G. Pasmant, Acting City Manager

Employee organization: Smart TD UTU, Montebello City Employees Association,

Unrepresented Employees, Montebello Supervisor's Association, Montebello Mid-

Management Association, Montebello Police Officers Association, Montebello

Police Management Association, Montebello Firefighters Association, Montebello

Fire Management Association

Councilmembers received a briefing, no action taken, nothing to report.

7. AUDIT BY CALIFORNIA STATE AUDITOR'S OFFICE

Government Code Section 54956.75

Councilmembers received a briefing, no action taken, nothing to report.

REGULAR SESSION

8. INVOCATION

9. PLEDGE OF ALLEGIANCE

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

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

Diane Marquez spoke on behalf of the MCEA regarding the lack of salary increases in the past 10 years.

Delia Delgado, employee and resident, reminded the City Council that the MCEA had not had a raise in ten years.

Raquel Ramirez, Representative from Assemblywoman Christina Garcia's Office, introduced herself to the City Council and the audience.

12. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

David Sosnowski reminded all about the Snow in the park event on Saturday, December 8, 2018, from 11:00 a.m. to 3:00 p.m. The Tree Lighting event at the Cathy Hensel Gym will take place on Friday, December 14, 2018, from 5:00 p.m. to 9:00 p.m.

Captain Lopez reminded all to attend Lunch with the Chief on Wednesday, December 5, 2018, at the Senior Center, from 11:30 to 1:30 p.m. Cost is \$15 for lunch and a new unwrapped gift for kids.

13. CORRECTIONS TO THE AGENDA – ACTING CITY MANAGER

- 14. APPROVAL OF AGENDA:** Councilmember Romero moved, seconded by Councilmember Barajas that all items be approved in a single motion with the exception of **ITEM NO. 15 and 16**. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

CONSENT MATTERS

15. AWARD OF AGREEMENT FOR REQUEST FOR PROPOSAL 19-2 – BUILDING AND SAFETY SERVICES

Councilmember Barajas moved, seconded by Councilmember Romero to continue this matter to a future date. Motion carried unanimously, 3-0.

16. METHOD OF MARCH 5, 2018 SPECIAL MUNICIPAL ELECTION

Delia Delgado asked that the City Council reconsider holding a special election and figure out another way to fill the vacant seat.

Councilmember Barajas asked if the Attorney General could render an opinion regarding making an appointment to the City Council, at this time, instead of holding an election.

City Attorney Alvarez-Glasman advised the City Council that the deadline to make an appointment to the City Council had passed.

Councilmember Barajas moved, seconded by Councilmember Romero to adopt Resolution No. 18-112 authorizing and requesting the Los Angeles County Registrar-Recorder/County Clerk's Office to perform its full services in conducting a traditional stand-alone election (i.e. an election with polling places within the City of Montebello), which is estimated to cost \$366,000 according to the Los Angeles County Registrar-Recorder/County Clerk's Office. Motion carried unanimously on a 3-0 roll call vote.

17. REMOVAL OF THE HIRING FREEZE FOR NECESSARY POSITIONS

Councilmember Romero moved, seconded by Councilmember Barajas to unfreeze the following positions: (1) Director of Finance; (2) Director of Human Resources & Risk Management; and (3) Director of Planning & Community Development. Motion carried unanimously.

18. INVESTMENT REPORT – OCTOBER 2018

Councilmember Romero moved, seconded by Councilmember Barajas to approve and file said report. Motion carried unanimously.

19. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED NOVEMBER 28, 2018

Councilmember Romero moved, seconded by Councilmember Barajas to adopt Resolution 18-113 approving the Warrant Register dated November 28, 2018. Motion carried unanimously.

20. PUBLIC ORALS – IF NEEDED

COUNCIL ORALS

21. COUNCILMEMBER BARAJAS

None.

22. COUNCILMEMBER ROMERO

- a. Policies on direction given by City Council versus city manager and discussion.
Councilmember Romero stated that HDL did not complete the processing of the cannabis applications and stated that the City Manager is accountable for his actions.
- b. Residents right to contribute to the governance of this city, and voicing their concerns.
Councilmember Romero stated that residents deserve respect when voicing their concerns.
- c. Marijuana licenses development agreements and the second phase application fees.
Councilmember Romero spoke about HDL completing background checks for
- d. Officials on phones and devices having a secret meeting within an "open meeting".

23. COUNCILMEMBER MOLINARI

None.

24. MAYOR PRO TEM HADJINIAN

None.

ADJOURNMENT

Upon motion carried unanimously, Councilmember Molinari adjourned the meeting at the hour of 8:30 p.m. in memory of the mother of Edward James Olmos, Eleanor Huizar Olmos, who passed away recently, and in memory of the three servicemen killed in Afghanistan this week.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of November 28, 2018 were approved on February 27, 2019.

IRMA BARAJAS, City Clerk

**SPECIAL MEETING
MINUTES**

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

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Pro Tem Hadjinian called the meeting to order at the hour of 5:00 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Melendez, Cobos-Cawthorne, Jimenez, Hadjinian
STAFF PRESENT: Acting City Attorney Alvarez-Glasman
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:**
City Attorney Alvarez-Glasman

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

Margot Eiser spoke about the Quiet Cannon, Hilton Garden Inn and the Montebello Hills. She asked that these matters should be listed in open session.

Michael Popoff spoke about the Montebello Hills.

Jim Flournoy spoke about the Montebello Boulevard project and stated that the City should have a map of all utilities before repaving street. Mr. Flournoy added that the Montebello Hills Specific Plan has never been reviewed.

CLOSED SESSION

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

4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54957.9(d)(2)
Two Matters

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

5. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Two Cases: S. Crocker v. City of Montebello; G. Wilsey v. City of Montebello

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

6. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: S. Hoffman v. City of Montebello

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

7. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code section 54957.6
Agency designated representative: Andrew G. Pasmant, Acting City Manager

Employee organization: Smart TD UTU, Montebello City Employees Association, Unrepresented Employees, Montebello Supervisor's Association, Montebello Mid-Management Association, Montebello Police Officers Association, Montebello Police Management Association, Montebello Firefighters Association, Montebello Fire Management Association.

City Councilmembers provided direction, no action taken but will be brought back for further action.

8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code 54956.8

Property: Montebello Hills Development Project – East side of Montebello Boulevard located at Lot 72 of Tract number 701 recorded in Book 16, pages 110 and 111

Agency's Negotiator: Acting City Manager Pasmant, City Attorney Alvarez-Glasman

Negotiating Party: Summit Properties/Toll Brothers Development

Councilmembers gave direction, no final action.

9. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code 54956.8

Property: 1345 North Montebello Boulevard, Montebello

Agency's Negotiator: Acting City Manager Pasmant, City Attorney Alvarez-Glasman

Negotiating Party: Costco

Councilmembers gave direction to Agency Negotiators and authorized Acting City Manager Pasmant to execute a contract with Blodgett Baylosis and authorize payment of fees.

10. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Name of Case: City of Montebello v. All Persons, et al.

City Council received a briefing, no action taken.

11. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Government Code Section 54957

Title: Acting City Manager

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

12. PUBLIC EMPLOYEE DISMISSAL/DISCIPLINE/RELEASE

Government Code Section 54957

Direction was provided. Staff will follow up accordingly and will report back.

REGULAR SESSION

13. INVOCATION City Treasurer Gutierrez

PLEDGE OF ALLEGIANCE Avik Cordeiro

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

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

Linda Strong welcomed the new Councilmembers and spoke about the Montebello Hills Project Fiscal Impact Analysis, the need for a new traffic study and evaluation of fire danger.

Tila Gregorian welcomed new Councilmembers and stated her appreciated of City Service from former Councilmember Bill Molinari.

Susan Karapetyan welcomed new Councilmembers, spoke about the intersection of 18th and Lincoln, and added that something needs to be done to deter traffic and pollution. Mayor Pro Tem Hadjinian asked staff to meet with Ms. Karapetyan.

Rosie Vasquez welcomed new Councilmembers, asked about the City Manager on Leave position and spoke about campaign reform.

Edwina Garcia welcomed new Councilmembers and asked that Public Works to look into the signals on Beverly and Montebello and they seem to go from green to red too quickly. Director Batson was directed to look into the matter.

Mark Bezerra, son of Joe Bezerra spoke about the gas station at Olympic and Greenwood.

Maribel Briseno asked who has the responsibility for handling public requests and stated that she had received a response to one she had submitted. Staff was directed to follow up with Ms. Briseno.

Yvette Fimbres welcomed new Councilmembers spoke about the audit and requested an investigation.

Michael Popoff welcomed new councilmembers.

Margot Eiser spoke about bike paths in the City and hope that Montebello becomes a unique City. Ms. Eiser stated that the Councilmembers have responsibility.

16. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

17. CORRECTIONS TO THE AGENDA – ACTING CITY MANAGER

None.

- 18. APPROVAL OF AGENDA:** Councilmember Cobos-Cawthorne moved, seconded by Councilmember Jimenez that all items be approved in a single motion with the exception of **ITEM NOS. 19, 20, 21 22, 23. 25, 28, 29, 31. 32, 33, 34, 38 and 42.** Such approval will also waive the reading of any ordinance. Motion carried unanimously.

CONSENT MATTERS

19. AWARD AGREEMENT FOR BUILDING AND SAFETY SERVICES - REQUEST FOR PROPOSALS (RFP NO. 19-2)

Michael Popoff asked that a typographical error on the resolution be amended the word “FUND” instead of “FUN.”

Councilmember Cobos-Cawthorne confirmed that an agreement for building services needed to be in place by December 28, 2018.

Councilmember Hadjinian moved, seconded by Councilmember Jimenez to (1) Award a three-year agreement for Building and Safety Services for Building Official and Combination Building Inspector services (RFP No. 19-2) for the Planning and Community Development

Department; (2) Approve Resolution No. 18-116 to appropriate to fund the services of the selected consultant; (3) Approve a two-month extension of the agreement with the current consultant to allow any transition, if necessary; and (4) Authorize the Acting City Manager to execute Agreement No. 3504 and the amendment on behalf of the City. Motion carried unanimously on a 4-0 roll call vote of the City Council.

20. ATP GRANT FUNDS FOR THE MONTEBELLO BOULEVARD BIKE LANE AND SIDEWALK IMPROVEMENT PROJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AUTHORIZING AND DIRECTING STAFF TO MODIFY THE IRREVOCABLE OFFER OF DEDICATION FOR A RIGHT OF WAY EASEMENT FOR ACCESS, TRAIL AND BIKE PATH PURPOSES ON MONTEBELLO BOULEVARD BETWEEN LINCOLN AVENUE AND PARAMOUNT BOULEVARD FOR AN ACTIVE TRANSPORTATION PROGRAM FUNDED PROJECT IN ORDER TO ADDRESS POTENTIAL OVERLAP WITH CONSERVATION AREAS; AUTHORIZING AND DIRECTING THE STAFF TO EXECUTE AND RECORD THE CERTIFICATE OF ACCEPTANCE; MAKING FINDINGS THAT SUBSEQUENT OR SUPPLEMENTAL ENVIRONMENTAL REVIEW IS NOT REQUIRED; AND AUTHORIZING AND DIRECTING STAFF TO FILE A NOTICE OF DETERMINATION

Maribel Briseno asked questions and confirmed the total amount of the grant.

Councilmember Cobos-Cawthorne moved, seconded by Councilmember Melendez to adopt City Council Resolution No. 18-117 to: (1) Find pursuant to California Public Resources Code section 21166 and State CEQA Guidelines section 15162 that the proposed right of way easement for access, trail and bike path purposes, and the improvements on that right of way easement, as modified, are fully covered by the Montebello Hills Specific Plan EIR and that no subsequent or supplemental environmental review is required; (2) Approve and direct Staff to modify the Irrevocable Offer of Dedication for a Right of Way Easement for Access, Trail and Bike Path Purposes on Montebello Boulevard between Lincoln Avenue and Paramount Boulevard for an Active Transportation Program Funded Project in order to address potential overlap with conservation areas; (3) Authorize and direct the Acting City Manager to execute and record any documents necessary to effectuate the Resolution, including the Certificate of Acceptance to the Irrevocable Offer of Dedication; and (4) Authorize and direct Staff to prepare, execute, and file a Notice of Determination (NOD) with the Los Angeles County Recorder within five (5) working days after adoption of the Resolution. Motion carried unanimously on a 4-0 roll call vote of the City Council.

21. AWARD A CONSTRUCTION CONTRACT FOR MONTEBELLO BOULEVARD BIKE LANE AND SIDEWALK IMPROVEMENT, FROM LINCOLN AVENUE TO PARAMOUNT BOULEVARD, C.P. NO. 864, BID # 19-05 TO SEQUEL CONTRACTORS, INC.

Maribel Briseno stated that there were discrepancies in the amounts given and asked about legal costs.

Edwina Garcia asked why improvements were not being done from Lincoln to Beverly.

Linda Strong asked if Cook-Hill could reimburse for improvements.

Michael Popoff asked about reimbursement from Cook-Hill.

Councilmember Jimenez moved, seconded by Councilmember Hadjinian to award a Construction Contract for MONTEBELLO BOULEVARD BIKE LANE AND SIDEWALK IMPROVEMENT, FROM LINCOLN AVENUE TO PARAMOUNT BOULEVARD, C.P. No. 864, BID # 19-05 to Sequel Contractors, Inc., in the amount of \$5,776,272.20; (2) Approve Resolution No. 18-118 authorizing the appropriation of \$1,214,727 from Prop C and Measure R Funds in order to fully fund the project and complete the proposed improvements; (3) Authorize the Acting City Manager to review and approve all change orders within 10% of the Contract Amount as recommended by the Assistant City Manager/Director of Public Works; and (4)

Authorize the Acting City Manager to execute Contract Agreement No. 3508 on behalf of the City. Motion carried unanimously on a 4-0 roll call vote.

22. PROFESSIONAL SERVICES AGREEMENTS FOR PROJECT OVERSIGHT CONSULTANT AND FUNDING APPROPRIATION

Michael Popoff asked why the lowest bidder was not selected.

Acting City Manager Pasmant stated that staff does not have time to oversee the project.

Councilmember Jimenez moved, seconded by Councilmember Melendez to approve: (1) A professional services agreement for project oversight consultant to assist with oversight of the completion of the Home2Suite Hotel Project; (2) Approve the retention Michael Baker International in the amount of \$10,000, Agreement No. 3509, and Agreement No. 3506 with Swinnerton; (3) Approve the appropriation of funds, Resolution No. 18-119, required to provide the proposed services from the Home2Suite Bonds, and (4) Authorize the Acting City Manager to execute the agreements on behalf of the City. Motion carried unanimously.

23. COMPLETION OF TRAFFIC STUDIES

Maribel Briseno asked that the City Council consider bike lanes be included in the traffic study.

Mayor Pro Tem Hadjinian stated that the study would include stop signs only.

Linda Nicklas appealed to the City Council for lower speed limits and stop signs or crosswalks.

Michael Popoff asked if the traffic study will include speed limit changes.

Councilmember Melendez moved, seconded by Councilmember Cobos-Cawthorne to (1) approve the performance of the various traffic studies as recommended by the Traffic & Safety Commission; and (2) Authorize the Acting City Manager to approve, on behalf of the City and in accordance with Resolution No. 17-40, both the expenditure of \$25,413 in Measure R Funds and the contract services with Infrastructure Engineers under Agreement No. 3066 on behalf of the City. Motion carried unanimously.

24. SAN GABRIEL MISSION MONUMENT SITE MAINTENANCE PROJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO CITY COUNCIL FINDING THAT THE PROPOSED IRREVOCABLE OFFER OF DEDICATION CONFORMS TO THE CITY'S GENERAL PLAN, APPROVING AS TO FORM OF THE IRREVOCABLE OFFER OF DEDICATION OF FOR 0.079 ACRES OF THE SAN GABRIEL MISSION MONUMENT SITE FOR ONGOING MAINTENANCE, AUTHORIZING AND DIRECTING STAFF TO EXECUTE AND RECORD THE CERTIFICATE OF ACCEPTANCE, AUTHORIZING AND DIRECTING STAFF TO COMMENCE THE MAINTENANCE, MAKING FINDINGS THAT SUBSEQUENT OR SUPPLEMENTAL ENVIRONMENTAL REVIEW IS NOT REQUIRED, AND AUTHORIZING AND DIRECTING STAFF TO FILE A NOTICE OF DETERMINATION.

This item was held over and therefore not discussed.

25. STATE AUDITOR REPORT

Yvette Fimbres stated that an investigation needs to be done.

Maribel Briseno asked that a federal investigation be done.

Michael Popoff spoke about the audit.

Councilmember Cobos-Cawthorne moved, seconded by Councilmember Melendez to receive and file the State Auditor's report for the City of Montebello. Motion carried unanimously.

26. BUDGET APPROPRIATION FOR POLICE DISPATCH CENTER CONSOLES

Councilmember Cobos-Cawthorne moved, seconded by Councilmember Jimenez to approve Resolution No. 18-121 authorizing the appropriation of Drug Asset Forfeiture funds to finance the lease between the City and Motorola Solutions for Police Dispatch radio equipment. Motion carried unanimously.

27. AWARD A PURCHASE ORDER CONTRACT FOR JANITORIAL SUPPLIES

Councilmember Cobos-Cawthorne moved, seconded by Councilmember Jimenez to award a purchase order to Clean Sweep Supply in an amount not to exceed \$40,000 for janitorial supplies and approve P&R Paper Supply as a secondary and supplemental supplier for the City-wide purchase of cleaning and janitorial supplies for the remainder of the current Fiscal Year (FY 2018-19) and authorize the Finance Administrator to approve the corresponding purchase orders. Motion carried unanimously.

28. PROFESSIONAL SERVICES AGREEMENTS FOR ADMINISTRATION OF HOME/CDBG PROGRAM SERVICES

Yvette Fimbres stated that the City needs to receive the best value for their services.

Councilmember Cobos-Cawthorne moved, seconded by Councilmember Jimenez to approve a First Amendment to the Professional Services Agreements for HOME/CDBG Program services with: 1) Michael Baker International ("MBI"), and 2) Avant Garde Inc., and authorize the Acting City Manager to execute the Amendments on behalf of the City. Motion carried unanimously.

29. RECOMMENDATION FOR THE PURCHASE OF A TYPE I FIRE ENGINE

Councilmember Cobos-Cawthorne asked about the old fire engine. Chief Pelaez responded that it may be sold.

Councilmember Cobos-Cawthorne moved, seconded by Councilmember Jimenez to approve the purchase of a new Type I Fire Engine, utilizing a cooperative purchasing agreement or "piggy-back", on or of the Los Angeles County Fire Departments' (County)'s bid award to Kovatch Mobile Equipment (KME) Corporation (KME Fire Apparatus) of Pennsylvania, in the amount of \$637,567.03, and allow the Acting City Manager to exercise the written agreement in substantially the same form as the original competitively bid agreement between the County and KME as approved by our City Attorney's Office. This recommended approval requires a four/fifths (4/5) vote to dispense with the City Municipal Code's competitive bidding procedures upon a finding that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same pursuant to Municipal Code section 3.20.050(C). Motion carried unanimously.

30. APPROVAL OF FINAL TRACT MAP NO. 78215 FOR PROPERTIES LOCATED AT 114 N. 6TH STREET, 117 & 125 N. 5TH STREET, AND 520 W. WHITTIER BOULEVARD (THE OLSON COMPANY)

Councilmember Cobos-Cawthorne moved, seconded by Councilmember Jimenez to (1) Approve Final Tract Map No. 78215; and (2) Authorize the City Clerk, City Treasurer, and the City Engineer to execute the certificate on the map showing the City's approval of Final Tract Map No. 78215. Motion carried unanimously.

31. CONTINUATION OF CALPERS CONTRIBUTIONS

Yvette Fimbres spoke about a Calpers audit.

Councilmember Jimenez moved, seconded by Mayor Pro Tem Hadjinian to approve Resolution No. 18-122 through 18-130 continuing the CalPERS Contributions for non-represented classic member employees, and side letters, substantially in form, for non-safety and safety units, during the City's labor negotiations with the various employee organizations. Motion carried unanimously.

32. PROPOSED PROCUREMENT POLICY CHANGES

Tila Gregorian stated support of Resolution No. 17-40 and added that it should remain as is.

Michael Popoff agreed with Tila Gregorian's comments.

Councilmember Melendez moved, seconded by Councilmember Jimenez (1) Amending or repealing Resolution 17-40; and (2) Propose amendments to Chapters 3.20 and 3.21 in the Municipal Code to improve internal controls, increase efficiencies and reduce overall costs regarding procurement of goods and services. Motion carried unanimously.

33. PIGGYBACKING PROCUREMENT ORDINANCE

Councilmember Cobos-Cawthorne moved, seconded by Councilmember Jimenez to introduce and waive the first reading of an ordinance expressly authorizing "piggybacking" contracts for the purchase of supplies, equipment, and services, under certain circumstances. Motion carried unanimously.

34. AUTHORIZE UPGRADES TO THE FINANCE DEPARTMENT SOFTWARE; AUTHORIZE A CREDIT CARD MERCHANT PROCESSING AGREEMENT

Director Mescher spoke about sole source purchases and added that Tyler Technologies is a current vendor of the City.

Councilmember Jimenez moved, seconded by Councilmember Cobos-Cawthorne to (1) Authorize an amendment to the contract with Tyler Technologies for the purchase and implementation of: (A) Contract Management Module; (B) Tyler Cashiering Module; and (C) Unlimited User Licenses; (2) Authorize a credit card merchant processing agreement with Automated Merchant Systems ("AMS"); (3) Approve the additional appropriation, Resolution No. 18-131 needed for the software, user licenses, hardware, and related implementation and training costs not to exceed \$57,940; (4) Authorize the Acting City Manager to execute all necessary documents and to purchase required hardware, software, services, and training to implement these upgrades; (5) Find that Tyler Technologies and Tyler Technologies' partner, AMS, are sole source providers and waive the need for competitive procurement as allowed under MMC 3.20.050(B). Motion carried unanimously.

35. SECOND AMENDMENT TO SERVICES AGREEMENT (AGREEMENT NO. 3242) WITH YORK RISK SERVICES GROUP, INC., FOR WORKER'S COMPENSATION CLAIMS ADMINISTRATION

Councilmember Cobos-Cawthorne moved, seconded by Councilmember Jimenez to approve a Second Amendment to the Services Agreement (Agreement No. 3242) ("Agreement")

with York Risk Services Group, Inc., for Worker's Compensation Claims Administration; and authorize the Acting City Manager to execute the Amendment on behalf of the City. Motion carried unanimously.

36. YEAR-TO-DATE FINANCIAL REPORT FOR THE FIRST FOUR MONTHS ENDING OCTOBER 31, 2018

Councilmember Cobos-Cawthorne moved, seconded by Councilmember Jimenez receive and file the year-to-date financial reports of the General Fund, Enterprise Fund and Self-Insurance Fund for the period July 1, 2018 through October 31, 2018. Motion carried unanimously.

37. CLAIMS AGAINST THE CITY

Councilmember Cobos-Cawthorne moved, seconded by Councilmember Jimenez to **DENY** the following claims: A. Estrada in the amount of \$417,595.00; L. Solis in the amount of \$1,000.00; Arakelian Enterprises in the amount of \$500,000.00; L. Aguirre in the amount of \$4,500.00; and S. Tom in the amount of \$15,000.00. Motion carried unanimously.

38. CANCELLATION OF DECEMBER 26, 2018 CITY COUNCIL MEETING

Councilmember Melendez moved, seconded by Councilmember Jimenez to cancel the regularly scheduled City Council meeting of December 26, 2018. Motion carried unanimously.

39. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED DECEMBER 19, 2018

Councilmember Cobos-Cawthorne moved, seconded by Councilmember Jimenez to approved Resolution No. 18-132 approving the Warrant Register dated December 19, 2018. Motion carried unanimously.

40. PUBLIC ORALS – IF NEEDED

COUNCIL ORALS

41. COUNCILMEMBER MELENDEZ

None.

42. COUNCILMEMBER COBOS-CAWTHORNE

- a. Cell phone, personal electronic etc. usage
Councilmember Cobos-Cawthorne spoke about banning cell phones and personal electronic
- b. Discuss future community town hall meetings
Councilmember Cobos-Cawthorne asked to schedule town hall, so that residents are informed.

43. COUNCILMEMBER JIMENEZ

None.

44. MAYOR PRO TEM HADJINIAN

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Pro Tem Hadjinian adjourned the meeting at the hour of 10:20 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of December 19, 2018, were approved as written on February 27, 2019.

IRMA BARAJAS, City Clerk

**CITY OF MONTEBELLO
160 WEST BEVERLY BLVD.
MONTEBELLO, CALIFORNIA**

**JANUARY 8, 2019
WEDNESDAY
4:00 P.M.**

SPECIAL MEETING MINUTES

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

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER:** Mayor Pro Tem Hadjinian called the meeting to order at the hour of 4:07 p.m.
- 2. ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Cobos-Cawthorne, Jimenez, Melendez, Hadjinian
STAFF PRESENT: Acting City Manager Pasmant, City Attorney Alvarez-Glasman
- 3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** City Attorney Alvarez-Glasman
- 4. PUBLIC ORAL COMMUNICATIONS ON CLOSED SESSION ITEM ONLY**

None.

Mayor Pro Tem Hadjinian recessed the meeting into Closed Session at the hour of 4:08 p.m. At the hour of 6:30 p.m., Mayor Pro Tem Hadjinian reconvened the meeting.

CLOSED SESSION

5. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Government Code Section 54957
Titles: Acting City Manager

Councilmembers met in Closed Session, no reportable action taken.

ADJOURNMENT

Upon motion taken unanimously, Mayor Pro Tem Hadjinian adjourned the meeting at the hour of 6:32 p.m.

APPROVAL OF MINUTES: Upon motion taken unanimously, the minutes of January 8, 2019, were approved as written on February 27, 2019.

IRMA BARAJAS, City Clerk