

MEETING AGENDA

**CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA^{1 1[2]}
WEDNESDAY, APRIL 25, 2018
5:30 P.M.**

MONTEBELLO CITY COUNCIL

**VANESSA DELGADO
MAYOR**

**JACK HADJINIAN
MAYOR PRO TEM**

**ART BARAJAS
COUNCILMEMBER**

**WILLIAM M. MOLINARI
COUNCILMEMBER**

**VIVIAN ROMERO
COUNCILMEMBER**

**CITY CLERK
IRMA BARAJAS**

**CITY TREASURER
ASHOD MOORADIAN**

CITY STAFF

**ACTING CITY MANAGER
Andrew G. Pasmant**

**CITY ATTORNEY
Arnold M. Alvarez-Glasman**

DEPARTMENT HEADS

**Assistant City Manager
Fire Chief
Police Chief
Finance Administrator
Director of Recreation and Community Services
Director of Transportation**

**Danilo Batson
Fernando Pelaez
Brad Keller
Craig Koehler
David Sosnowski
Tom Barrio**

OPENING CEREMONIES

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

¹ *In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official at 323/887-1497. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title III203+)*

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

3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:**
Members of the public interested in addressing the City Council on Closed Session items must fill out a form provided at the door, and turn it in to the City Clerk prior to the announcement of Closed Session items.

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

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

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

CLOSED SESSION

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

4. **CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: G. Vargas v City of Montebello (Workers Compensation case), and various Workers' Compensation cases.
5. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
Three Matters
6. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code Section 54956.8:
Property: 114-124 S. 6th Street
Agency negotiator: Andrew Pasmant, Acting City Manager
Negotiating parties: Ku and Associates
Under negotiation: Price and Terms; Compliance with Purchase & Sale Agreement
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 Mid-Management Association, and Montebello Firefighters Association

REGULAR SESSION

8. **INVOCATION**

PLEDGE OF ALLEGIANCE

9. **PRESENTATION**

**GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT
PRESENTATION**

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

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

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

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

12. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

13. CORRECTIONS TO THE AGENDA – CITY MANAGER

- 14. APPROVAL OF AGENDA:** Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception **Item No. 15**, 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

15. PUBLIC HEARING - THE ESTABLISHMENT OF A QUIMBY ACT FEE AND PARKLAND FEE TO ALLOW THE CITY TO COLLECT IN-LIEU FEES FOR DEVELOPMENTS.

COMMENT: The dedication of park land or collection of in-lieu fees will further assist in improving the quality of life without expending monies from the General Fund.

There is no increase in General Funds.

RECOMMENDATION: It is recommended that the City Council conduct a public hearing and adopt a Resolution establishing the Quimby Act Fee and Parkland Fee.

CONSENT MATTERS

16. AGREEMENT FOR CANNABIS COMMERCIAL ACTIVITIES APPLICATION REVIEW SERVICES

COMMENT: The City Council will consider awarding an Agreement for Cannabis Commercial Activities Application Review to Infrastructure Engineers, Inc., and authorized the Acting City Manager to negotiate and execute an agreement on behalf of the City.

There is no fiscal impact to the City's General Fund associated with the proposed action, as it is estimated that the fees collected will provide adequate funding for the requested consulting services at each phase of the application process, as well as, providing adequate funding to cover City staff time.

RECOMMENDATION: That the City Council award an Agreement for Cannabis Commercial Activities Application Review to Infrastructure Engineers, Inc., and authorized the Acting City Manager to negotiate and execute an agreement on behalf of the City.

17. AGREEMENT WITH CIGNA BEHAVIORAL HEALTH, INC., TO SERVE AS THE CITY'S EMPLOYEE ASSISTANCE PROGRAM ("EAP") PROVIDER

COMMENT: The City Council will consider approving an agreement with Cigna Behavioral Health, Inc., to provide employee assistance services to the City of Montebello employees, and authorizing the Acting City Manager to negotiate and execute the agreement on behalf of the City.

The initial 2-year agreement will be for \$10,747.44 per year. Funds for the proposed services have been allocated in the Human Resources Maintenance & Operations Budget.

RECOMMENDATION: That the City Council approve an agreement with Cigna Behavioral Health, Inc., ("Cigna") to provide Employee Assistance Program Services to City employees, and authorize the Acting City Manager to finalize and execute the agreement on behalf of the City.

18. APPROVE A CONTRACT FOR POOL FILTER LATERALS AND MEDIA REPLACEMENT (RFP 18-35)

COMMENT: The City Council will consider approving a contract for Pool Filter Lateral and Media Replacement for the George Hensel Aquatics Center to Waterline Technologies, Inc., in the amount of \$19,300.00, per Request for Proposals (RFP #18-35) Pool Filter Laterals and Media Replacement and authorize the City Manager to execute the Contact Agreement.

Funding for the proposed required services was approved at the March 14, 2018 City Council Meeting as part of the Grant Allocation Approval for Prop A Park Grants (Item #27) for the 2017/18 Budget. The Prop A Park Grant Account would be charged for this project and there is no impact to the general fund.

RECOMMENDATION: That the City Council approves a contract for replacement of pool filter media and laterals for the George Hensel Aquatics Center to Waterline Technologies, Inc. in the amount of \$19,300.00, per Request for Proposals (RFP #18-35) for Pool Filter Lateral and Media Replacement and authorize the City Manager to execute the Contact Agreement.

19. AWARD OF CONTRACT TO COMPLETE COACH WORKS FOR THREE REMANUFACTURED ELECTRIC TRANSIT BUSES

COMMENT: Staff recommends that the City Council consider awarding a Contract in the amount of \$2,095,101.36 to Complete Coach Works for the remanufacture of three (3) MBL 2009 and 2010 40-foot New Flyer Electric Hybrid buses to a zero emission all-electric propulsion system and total interior and exterior rebuild and authorize the Acting City Manager to execute the Contract on behalf of the City.

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

RECOMMENDATION: That the City Council awards a contract to Complete Coach Works for the remanufacture of three (3) electric transit buses and authorize the Acting City Manager to execute the Contract on behalf of the City.

20. UPDATE GOVERNOR'S OFFICE OF EMERGENCY SERVICES FORM 130

COMMENT: The City Council will consider approving the updating of Form 130, and preparing the required resolution for submittal to the State of California-Governor's Office of Emergency Services (Cal-OES).

There is no fiscal impact related to this updating of forms.

RECOMMENDATION: That the City Council authorizes the Acting City Manager to execute the completion of the State of California-Governor's Office of Emergency Services (Cal-OES) Form

130 (attached); and the City Council representatives to confirm the document, and approve a resolution regarding the authorization, execution, and confirmation of official documents, to be provided to the State of California-Governor's Office of Emergency Services (Cal-OES).

21. A REQUEST TO ACCEPT AS COMPLETE – TELEVISIONING AND RATING OF EXISTING CONDITIONS OF 20% OF CITY SANITARY SEWER SYSTEM PROJECT, BID # 17-5, CP 845

COMMENT: The City Council will consider accepting as complete the Televising and Rating of Existing Conditions of 20% of City Sanitary Sewer System Project (Including Possible Cleaning and Draining as Needed) Bid # 17-5, CP 845, Fiscal Year 2016/2017, and authorize the City Clerk to process the Notice of Completion.

This project was funded with General Fund Reserves in the amount of \$103,936.

RECOMMENDATION: That the City Council accepts as complete the Project known as "Televising and Rating of Existing Conditions of 20% of City Sanitary Sewer System (Including Possible Cleaning and Draining as Needed) Bid # 17-5, CP 845, Fiscal Year 2016/2017," (the "Project"), and authorize the City Clerk to process the Notice of Completion.

22. A REQUEST TO ACCEPT AS COMPLETE – VARIOUS STREET IMPROVEMENT PROJECT (2ND, 3RD, 5TH, AND MARKLAND DRIVE) BID # 18-8, CP 852

COMMENT: 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.

This project is funded with Measure "R" funds. There is no impact on the General Fund.

RECOMMENDATION: That the City Council accepts as complete Various Street Improvement Project (2nd, 3rd, 5th, and Markland Drive) Bid # 18-8, CP 852, Fiscal Year 2016/2017, and authorize the City Clerk to process the Notice of Completion.

23. FAMILY FEST STREET FAIR

COMMENT: The City Council will consider approving a co-sponsored Family Fest and Street Fair with L.A. PartyWorks and Angry Horse Brewing with the date to be determined.

The waiving of Temporary Use Permit fees and Fire Department Inspection fees are in-kind services valued at \$131 and \$465, respectively.

RECOMMENDATION: That the City Council approves of a co-sponsored event, The Montebello Family Festival Street Fair Event in conjunction with L.A. PartyWorks and Angry Horse Brewing.

24. SECOND READING: ORDINANCE APPROVING A ZONING CODE AMENDMENT WITH A PLANNED DEVELOPMENT AND DENSITY OVERLAY ZONING DESIGNATION FOR PROPERTY LOCATED AT 1029 MONTEBELLO BLVD.

COMMENT: The City Council will consider the Second Reading of an Ordinance approving a zoning code amendment with a planned development and density overlay zoning designation for property located at 1029 Montebello Boulevard.

RECOMMENDATION: That the City Council conducts a Second Reading of an ordinance approving a zoning code amendment with a planned development and density overlay zoning designation for property located at 1029 Montebello Boulevard.

25. BUDGET APPROPRIATION FOR PART TIME POSITIONS AND TO UPDATE COMPENSATION PLAN AND TABLE OF ORGANIZATION

COMMENT: The City Council will consider approval budget appropriation for expenses related to additional staffing for the City of Montebello's Departments of Administration, Human Resources, and Transportation, approval of amending the Table of Organization, approval of the Human Resources Manager (Hourly) position, approval of the Compensation Plan and Table of Organization.

The estimated total cost of the additional staffing of \$37,432 will come from the General Fund (\$23,219) and the Transportation Fund (\$14,213).

RECOMMENDATION: That the City Council 1) approves the budget appropriation for estimated payroll expenses related to part time positions in the Administration, Human Resources, and Transportation Departments and 2) approves the updated Compensation Plan and Table of Organization.

26. MONTHLY INVESTMENT REPORT - MARCH 2018

RECOMMENDED ACTION: Move to approve and file said report.

27. CLAIMS AGAINST THE CITY

RECOMMENDED ACTION: Move to **DENY** the following claims: R. Duran in the amount of \$10,500.00; and J. Rivero in the amount of \$12,000.00.

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

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

29. APPROVAL OF MINUTES: SPECIAL MEETINGS OF NOVEMBER 29 AND DECEMBER 5, 2017; AND REGULAR MEETINGS OF DECEMBER 13 AND DECEMBER 19, 2017; AND JANUARY 10, JANUARY 24, FEBRUARY 14, 2018

RECOMMENDED ACTION: Move to approve and file said minutes.

30. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (CONTINUED IF ONECESSARY)

COUNCIL ORALS

31. COUNCILMEMBER BARAJAS

None.

32. MAYOR PRO TEM HADJINIAN

None.

33. COUNCILMEMBER ROMERO

To be announced.

34. COUNCILMEMBER MOLINARI

Follow up on California Highway Patrol assistance with large truck routes.

35. MAYOR DELGADO

None.

ADJOURNMENT

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew Pasmant, Acting City Manager

BY: Matthew Feske, Planning Manager

SUBJECT: The establishment of an in-lieu parkland fee for the acquisition and/or improvement of parks.

DATE: April 25, 2018

RECOMMENDATION

It is recommended that the City Council 1) adopt a Resolution establishing an In-Lieu Parkland Fee for the acquisition and/or improvement of parks at a flat rate of \$2,500.00 per unit for new development; 2) authorize staff to conduct a Development Impact Fee(s) study.

BACKGROUND

On April 11, 2018, the City Council opened the public hearing, took testimony, and continued the public hearing to the next City Council Regular Meeting with direction to staff to provide data showing what fees are being charged in adjacent cities.

ANALYSIS

Collecting in-lieu parkland fee is a fee that the City can collect today without the need for a study because the fee is specific to required/needed park lands for new developments only. If approved, this will allow the City to begin collecting the fee whether or not the City implements any future development impact fee(s). The comparison table shows the rates being charged by adjacent cities. Excluding the highest (\$25,000) and the lowest (\$2,000), the average rate is \$5,760 for Quimby Act Fee/Parkland Fee. In order to simplify the fee, staff is recommending a flat fee to be established in the amount of \$2,500 per unit for new developments.

The In-Lieu Parkland Fee fund collected can be used for developing new parks and/or improve existing parks. The funds cannot be used for personnel or grant fund matching.

The in-lieu parkland fees could be wrapped into and included in the event the City decides to pursue Development Impact Fee(s) like some of the adjacent cities have done. The comparison table shows impact fees that include Quimby Act Fee and/or Parkland Fee along with the other development impact fees.

DEVELOPMENT IMPACT FEE(S)

Some Cities have incorporated the Quimby Act fee and Parkland Fee into their Development Impact Fees to help off-set the impacts of development to city services. However a study was conducted to establish the impacts and the appropriate fee. The City of Montebello has not conducted such study and as such is not ready to recommend any other development impacts or development impact fees.

Why should Montebello consider Development Impact Fee(s)?

New development generates impacts on existing public services and public facilities for which revenues generated through property taxes and other means are generally insufficient to accommodate growth. Impact fees are necessary for the City to more fully pay for the public costs of new growth and development, especially when revenues are not keeping pace with the cost and demand for services. Developers should pay for their fair share of public costs associated with new development while at the same time facilitating growth that is in the public interest. The Mitigation Fee Act (Government Code SS 66000, ef seg.) enables and encourages the City to enact appropriate development impact fees which bear a reasonable relationship between the proposed use and the type of project on which a fee is imposed. The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of capital facilities necessary to accommodate such development.

Once the decision has been made to pursue Development Impact Fee(s), the estimated time would be six months to one year. This would allow time to prepare the request for proposal (RFP), prepare the study that will make the recommended reasonable relation between impacts and fees, and bring before the City Council recommended Development Impact Fee(s). The City Council at that time will evaluate whether to merge or segregate fees

ENVIRONMENTAL

The proposed 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").

FISCAL IMPACT

No increase to the General Funds. In-Lieu Parkland Fee will be held in a separate account to improve parks within the City.

The Development Impact Fee(s) Study will have some upfront cost that could be recovered should actual Development Impact Fee(s) be implemented.

ATTACHMENTS

- Draft Resolution
- Comparison Table
- April 11, 2018 Council Report

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ESTABLISHING AN IN-LIEU PARKLAND FEE FOR THE ACQUISITION AND/OR IMPROVEMENT OF PARKS AT A FLAT RATE OF \$2,500.00 PER UNIT FOR NEW DEVELOPMENT.

WHEREAS, the City of Montebello is the Government entity responsible for providing park facilities with the City of Montebello;

WHEREAS, The City of Montebello has established an in-lieu parkland fee based upon provision contained in the California Government Code Section §66477;

WHEREAS, Section 2 establishes an in-lieu parkland fee;

WHEREAS, a duly noticed public hearing was held by the City Council on March 14, 2018 and continued to the March 28, 2018 City Council Regular Meeting;

WHEREAS, a duly noticed public hearing was held by the City Council on March 28, 2018 and continued to the April 11, 2018 City Council Regular Meeting;

WHEREAS, a duly noticed public hearing was held by the City Council on April 11, 2018 and where public testimony was received and continued to the April 25, 2018 City Council Regular Meeting; and

WHEREAS, a duly noticed public hearing was continued by the City Council on April 25, 2018 and where public testimony was received;

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

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

SECTION 1. RECITALS. That based upon staff reports, presentations, public testimony, and all other matters presented during the public hearing on this item, the City Council hereby finds and declares that the foregoing recitals are true and correct and incorporates them herein as a substantive part of this Resolution.

SECTION 2. ADOPTED FEES. That an in-lieu parkland fee amount shall be \$2,500.00 per unit as a condition for any subdivision map recorded after this date. This fee shall not apply to properties on which residential development is prohibited or to commercial or industrial subdivisions where no residential parcels are established.

SECTION 3. CEQA EXEMPTION. The City Council, on the basis of the whole record and exercising independent judgment, finds that this Resolution is not subject to

environmental review pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA). Sections 15060(c)(2) and 15060(c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378.

SECTION 4. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Resolution, or its application to any individual, entity, or circumstance, for any reason, is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and shall continue in full force and effect. To this end, any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Resolution is severable. The City Council of the City of Montebello declares that this Resolution would have been adopted by the City Council regardless of the fact that any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion thereof, might be declared to be invalid or unconstitutional.

SECTION 5. PASSAGE AND EFFECTIVE DATE. The City Clerk shall attest and certify to the passage and adoption of this Resolution, and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED and ADOPTED this 25th day of April, 2018.

Vanessa Delgado, Mayor

APPROVED AS TO FORM:

ATTEST:

Arnold Alvarez-Glasman, City Attorney

Irma Barajas, City Clerk

<u>COMPARISON TABLE</u>			
City Name	Quimby Fee	Parkland Fee	Impact Fee
	(ASSUME A 1,000 SQUARE FOOT DWELLING UNIT)	(ASSUME A 1,000 SQUARE FOOT DWELLING UNIT)	(THAT INCLUDES QUIMBY ACT FEE/PARKLAND FEE ALONG WITH OTHER IMPACT FEES)
Montebello	No Fee established	No Fee established	No Fee established
LA County - South Whittier/East La Mirada	Included in the Parkland Fee	\$6,110 per unit	NA
LA County - East LA	Included in the Parkland Fee	\$5,410 per unit	NA
El Monte	\$5,520 per unit	NA	NA
South El Monte	\$25,000 per unit	NA	NA
Monterey Park	Included in the Impact Fee	Included in the Impact Fee	\$8,671 Per Unit \$7,927 Per Unit
Downey			
Pico Rivera	Included in the Impact Fee	Included in the Impact Fee	Residential - 0.5% of building valuation Commercial - 1.0% of building valuation
Whittier			
La Habra	Included in the Parkland Fee	Formula Based - Negotiated Through Development Agreement (Fee = Acres X Price Per Acre)	NA
La Mirada	\$0	\$0	\$0
Alhambra	Tax is collected instead (\$2,000)	NA	\$2,000 Tax Per Unit
Rosemead	Included in the Impact Fee	Included in the Impact Fee	\$6,500 for SFR \$5,197 for MFR - Per Unit

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew Pasmant, Acting City Manager

BY: Matthew Feske, Planning Manager

SUBJECT: The establishment of a Quimby Act Fee and Parkland Fee to allow the City to collect in-lieu fees for developments.

DATE: April 11, 2018

RECOMMENDATION

It is recommended that the City Council conduct a public hearing and adopt a Resolution establishing the Quimby Act Fee and Parkland Fee.

BACKGROUND

The City previously adopted Section 16.32.070 – Reservation of land as a part of Title 16 – Subdivisions, stating “For any subdivision, a requirement may be imposed that areas of real property be reserved for parks, recreational facilities, fire stations, libraries or other public use. When such a requirement is imposed, the provisions of Section 66479 et seq. of the Act shall apply.” However, the City did not take action on imposing an in-lieu fee.

The California Government Code Section 66477, the Quimby Act, and section 66000 authorizes the legislative body of the City to allow the payment of park fees for new parks or improvements to existing parks. These new fees will ensure a fair fee assessment per development type while also reflecting the current cost of parkland acquisition and construction for:

- Single Family Residences;
- Multi-family Residences (Owner Occupied);
- Apartments (Renters)

QUIMBY ACT OF 1975

The municipal responsibility to set aside parkland and open space for its residents is burdened by future development, and therefore Cities have been authorized since the passage of the 1975 Quimby Act to pass ordinances that require developers to set

aside land, donate conservation easements, or pay fees for park acquisition or improvements to existing parklands.

AB 1600 OF 1987

This bill allowed for the collection of development impact fees to defray all or a portion of the cost of public facilities related to new development projects. Since apartment developments do not require a subdivision, new fees for apartments are not secured by Quimby; however, apartments do place additional burdens on the City's public open space. The City has a General Plan goal of 4.26 acres of park space per 1,000 people; therefore, apartments by law may be assessed a fair and proportionate park fee through AB 1600. The fee and methodology is established through a Resolution.

CITY OF MONTEBELLO PARK FEES

While the City has adopted the requirement for land to be reserved for parks, the City has not approved in-lieu park fees, which will create a funding source for new parks and improvements to existing parks. Improvements include all capital improvements such as facility upgrades, new facilities, rehabilitate fields, rehabilitate parking areas, increase lighting, etc.

ANALYSIS

OBJECTIVES OF A PARK FEE PROGRAM

The fee program is intended to account for all types of new residential development, including apartments. The residential developments subject to in-lieu park fee.

Residential Projects subject To Park Impact Fees	Residential Projects exempt from Park Impact Fees
New common-interest condominium	Conversion of apartments to condominiums without changing the unit count.
New single-family "detached" subdivisions	Granny units and accessory apartments
New townhouse "attached" subdivisions	Single-family home remodels or additions
New condominiums in mixed-use developments	Multi-family remodels or additions
New condo conversions increasing units	
New apartments	

ELIGIBLE EXPENDITURES FOR THE PARK FEE

All park fees for all types of residential development will meet the same Quimby Act requirement as to the eligible expenditures of park fee funds.

1. Developing new neighborhood or community parks

- a. Acquire property
- b. Improve property
- c. Construct park facilities

2. Rehabilitating existing neighborhood or community parks

- a. All Capital Improvements which include the following:
 - i. Improve existing parks
 - ii. Improve existing facilities – Upgrade buildings, upgrade parking area, upgrade lighting, upgrade landscaping
 - iii. New facilities within an existing park - Gym, basketball court, baseball fields, swimming pool, etc.
 - iv. Improve all roadway systems, including bike and pedestrian pathways
 - v. Improve park equipment

The funds cannot be used for personnel or grant fund matching.

NEW METHODOLOGY TO BE ADOPTED

State law requires that new parkland fee be adopted and that the fee schedule be set pursuant to Council conducting a public hearing and approving a Resolution. A general methodology for calculating park fees is described in the Quimby Act, but AB 1600 also allows Cities to adopt their own methodology granted that; the purpose and use of the fee is identified, there is a reasonable relationship between the fee's use and the type of development on which the fee is to be imposed, there is a reasonable relationship between the need of the public facility and the type of development project on which the fee is imposed, the fee is proportionate to the cost of the associated use.

DEDEICATION OR FEE CALCULATION

Dedication Of Land Formula

$\frac{3.2}{1}$	Average Household Unit	÷	$\frac{1,000}{4.0}$	Population Park Acreage	=	0.0128	Min. acreage dedication per unit
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Example: 22 new residential units
 $(22) * (0.0128) = 0.2816$ acres new parkland

Park Fee Methodology Formula

Cost per Acre = \$14,737,419 (Total Cost) / 12.93 (Ares) = \$1,139,784.92 per Acre*

*Based upon the 1993 Master Parks Plan for Capital Improvements for the City Park

$\frac{\$1,139,784.92}{1}$	Cost Acre	$\frac{4.0}{1,000}$	Acres People	$\frac{3.2}{1}$	People Unit	\$14,589.25 per unit*
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*For an average dwelling unit (1,200 square feet), the cost is \$12.15 per square foot

Example: 22 new apartment units
 $(\$14,589.25) * 22 \text{ (units)} = \$320,963.50$

ENVIRONMENTAL

The proposed Resolution is not subject to environmental review pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). Sections 15060(c)(2) and 15060(c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378.

FISCAL IMPACT

No increase in General Funds

The dedication of park land or collection of in-lieu fees will further assist in improving the quality of life without expending monies from the General Fund

ATTACHMENTS

- Draft Resolution

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: Agreement for Cannabis Commercial Activities Application Review Services

DATE: April 25, 2018

RECOMMENDATION

That the City Council award an Agreement for Cannabis Commercial Activities Application Review to Infrastructure Engineers, Inc., and authorized the Acting City Manager to negotiate and execute an agreement on behalf of the City.

BACKGROUND

On February 14 and 28, 2017, the City Council consider the following separate items: 1) Amendment to the Chapter 5.90 of the Montebello Municipal Code, and an amendment to the Zoning Code, both relating to Commercial Cannabis Activities, Solicitation of Applications for Cultivation, Manufacturing and Testing Sites; and 2) Resolution Establishing New Fees Related to Development Agreement Applications for Commercial Cannabis Activities. The last item set a process and various fees needed for the City to recover its costs of providing fee-related services.

California law limits the amount of any fee to that needed for the City to recover its costs of providing the fee-related service. If fee revenues exceed the City's costs, the imposition is a "tax" that requires voter approval. This limitation is implemented in part by the Mitigation Fee Act ("Act"), which requires the City Council to hold a noticed public hearing before adopting any new fees. Additionally, the City must prepare a written report showing the cost, or estimated cost, to the City of providing the services to which the fee relates.

DISCUSSION

As explained in the February 14 and 28, 2018 reports relating to the City's cannabis regulations, staff recommended and City Council approved a three (3) phase process for reviewing development agreement applications: (1) an initial review by staff; (2) a "second round" review by an appointed committee; and (3) a "third round" where applications will be considered by the City Council.

Attached to this report as Exhibit “A” is the fee schedule adopted by City Council for each of these three (3) phases. The amount of the fees accounts for all duties and responsibilities anticipated to be performed by City staff and officials during the application review and approval process, as well as the estimated cost to the City therefor. The computation as set forth in Exhibit “A” takes into account the estimated time to complete a task, multiplied by the hourly burdened rate of City staff, which includes benefits.

In accordance with the fee schedule in Exhibit “A”, the proposed fee for the initial review is \$900, and the fee proposed for the second and third rounds is \$2,900 each. Only applicants progressing through each phase will be required to pay the associated fee, thereby “linking” each application to the amount of work employed by the City to review and process it.

The fees will enable full cost recovery to the City, while ensuring that individual applicant’s pay no more than the City time and effort spent to review their application. Absent the imposition of these fees, the costs would be borne by the City’s General Fund.

Due to the large number of applications received (approximately 40 applications), staff is recommending that the City Council consider hiring a consultant to assist with the review of the applications from the initial phase, which was originally set to only involve City staff. This will ensure that additional expertise and knowledge is brought to bear on the review of the applications from the start.

Staff contacted three (3) qualified consultants (HDL, Infrastructure Engineers and Michael Baker) and asked for proposals to provide the requested services. Of the three (3) consultants only Infrastructure Engineers submitted a response. The table below shows the established fee and how it will be divided to cover the City’s total cost (staff and consultant) of reviewing each application at each phase.

Phase	Established Fee	Consultant	City Staff
Phase 1	\$900	\$500	\$400
Phase 2	\$2,900	\$1,800	\$1,100
Phase 3	\$2,900	\$2,200	\$700
	\$6,700	\$4,500	\$2,200

Additionally, it is estimated that the City will incur roughly \$20,000 in consultant cost to review the approximately 40 applications received ($\$500 \times 40 = \$20,000$), which is within the City Manager’s approval authority. However, as applications move through the application review process, into Phases 2 and 3, they will exceed the City Manager’s approval authority and require City Council action.

For the above stated reasons, staff is recommending that the City Council award an agreement to Infrastructure Engineers and allow the Acting City Manager to negotiate and execute an agreement on behalf of the City.

FISCAL IMPACTS

There is no fiscal impact to the City's General Fund associated with the proposed action, as it is estimated that the fees collected will provide adequate funding for the requested consulting services at each phase of the application process, as well as, providing adequate funding to cover City staff time.

SUMMARY

The City Council will consider awarding an Agreement for Cannabis Commercial Activities Application Review to Infrastructure Engineers, Inc., and authorized the Acting City Manager to negotiate and execute an agreement on behalf of the City.

ATTACHMENTS

Infrastructure Engineers RFS Dated March 27, 2018

REQUEST FOR SERVICES



City of Montebello

TO: Danilo Batson, Director of Public Works
FROM: Andre Dupret, Vice President of Development Services
SUBJECT: **Administrative Services**
Type of Project: ☒ Municipal Services, ☐ Traffic, ☐ Transit, ☐ EDD, ☐ CIP

DATE: March 27, 2018

Description of Request: Provide Administrative Support Services for implementation of Cannabis Program as assigned by the City per Scope of Work attached hereto as Attachment "A". Infrastructure Engineers (IE) understands that, for this assignment, IE will bill at the hourly rate of \$100.00 for consultant services established by the City for the implementation and administration of the three (3) rounds (or "phases") of the application process for the Cannabis Program referred to as: 1) the Initial Review; 2) the Second Round Review; and 3) the Third Round Review. The specific tasks that IE will provide the City appear in italicized print and highlighted in the "Tasks to be performed by Infrastructure Engineers staff" section of Table 1 in Attachment "A" for total amount shown below.

Infrastructure Engineers' scope of services will include the following: **Please see attachment "A"**

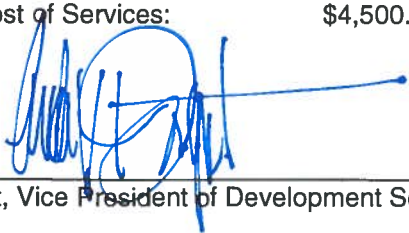
To be completed by Infrastructure Engineers:

Project Number: _____

Projected Date of Completion: Services to be provided for duration of this phase of the Cannabis Program as defined in the Description of Request section above. Subsequent services provided, such as plan reviews and building inspections, will be billed at the discounted plan check and hourly rates established by the City-approved Professional Services Agreement between the City and Infrastructure Engineers.

Project Manager: Andre Dupret

Estimated Cost of Services: \$4,500.00



Andre Dupret, Vice President of Development Services

3/27/18
Date

Approved to Proceed and/or Approval of Funding Sources:

RECOMMEND APPROVAL TO PROCEED

Danilo Batson, Assistant City Manager/Director of Public Works

Date

Attachment “A”

March 27, 2018
Danilo Batson
City of Montebello

RE: RFS – Administrative Support Services, City of Montebello, CA

Dear Mr. Batson,

Based on our discussion with you at a meeting on March 20, 2018, Infrastructure Engineers is pleased to submit this revised Request for Services (RFS), which supersedes any previously submitted RFS, to provide the City of Montebello with Administrative Support Services for the implementation and administration of the City Cannabis Program, as detailed below.

A reallocation of staff hours was made to Exhibit “A” of the City’s adopted fee schedule setting forth fees for the submission and initial review, second round review, and third round of review for development agreement applications to operate a cannabis cultivation, manufacturing, or testing facility in the City of Montebello. This reallocation reflects the actual hours needed by Infrastructure Engineers staff to perform minimal tasks as indicated.

Every effort was made to maintain the total estimate of fees that the City had originally established. The cost estimate presented below reflects a savings of \$34.00 below the original fee schedule adopted by the City.

TABLE 1

A. Permit Application Fee Total Estimate = \$980.00				
Tasks to be performed by Infrastructure Engineers staff	City Staff	Estimated Time To Complete Task	Computation	Sub-Total
<i>Provide part-time Cannabis Technician to process requests for information, provide applications upon requests and accept/process application submittals; assist City with draft notices concerning application, conduct assessment to confirm compliance with ordinance and that information on application is accurate, and draft notice of denial or approval of initial review.</i>	CC	1	1 X \$70	= \$70
	PM	1	1 X \$70	= \$70
	CA	1	1 X \$200	= \$200
	LE	2	2 X \$70	= \$140
	OC	5	5 X 100	= \$500



B. Second Round of Application Review - \$2,720.00				
Tasks to be performed by Infrastructure Engineers staff	City Staff	Estimated Time To Complete Task	Computation	Sub-Total
<i>Review, analyze and prepare written assessment and completeness of applications and make recommendations to evaluation body; assist City with scoring of applications; prepare notice(s) of approval or denial; continue to provide part-time Cannabis Technician to process requests for information.</i>	PM	2	2 X \$70	= \$140
	CA	2	2 X 200	= \$400
	LE	2	2 x \$70	= \$140
	CM	2	2 X \$120	= \$240
	OC	18	18 X \$100	= \$1,800
C. Third Round of Application Review = \$2,980.00				
Tasks to be performed by Infrastructure Engineers staff	City Staff	Estimated Time To Complete Task	Computation	Sub-Total
<i>Assist City staff with final interviews, perform reference checks, review site/operational plans and initial study, develop conditions of approval, prepare agenda materials and presentations to planning and legislative bodies, and draft denial or approval letters.</i>	PM	2	2 X \$70	= \$140
	CA	2	2 X 200	= \$400
	CM	2	2 X \$120	= \$240
	OC	22	22 X \$100	= \$2,200
TOTAL OF ALL CITY STAFF AND CONSULTANT TIME				\$6,680

Key: CC = City Clerk
 PM = Planning Manager
 CA = City Attorney's Office
 CM = City Administration
 LE = Local Law Enforcement
 OC = City Consultants

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: Agreement with Cigna Behavioral Health, Inc., to Serve as the City's Employee Assistance Program ("EAP") Provider

DATE: April 25, 2018

RECOMMENDATION:

That the City Council approve an agreement with Cigna Behavioral Health, Inc., ("Cigna") to provide Employee Assistance Program Services to City employees, and authorize the Acting City Manager to finalize and execute the agreement on behalf of the City.

BACKGROUND AND ANALYSIS:

Under the Drug Free Workplace Act, the City is required to have an Employee Assistance Program (EAP). The Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) regulations also make such a program essential.

On November 1, 1994, the City Council awarded an agreement to Community Action EAP. An EAP is a voluntary and confidential short term counseling, educational and referral service for employees with personal problems that affect their work performance.

On May 16, 2017, the City was notified by Community Action EAP that they were closing their business, giving rise to the City's need to retain a new provider.

USI Insurance Services, a City Consultant, marketed the requested services for the City and secured responses from three (3) reputable firms that provide similar services to surrounding municipalities. (See attached table - EAP Marketing Comparison.)

Based on their proposal, expertise and cost proposal, staff recommends that the City Council approve an agreement with Cigna for a term of two (2) years, with an option to renew the agreement for three (3) additional, one-year terms.

Cigna will provide various services to employees to assist with their health and well-being, including short term counseling services and referrals. These short-term services are intended to assist employees experiencing personal problems and work-related issues that may impact their job performance, health, mental and emotional well-being.

SUMMARY

The City Council will consider approving an agreement with Cigna Behavioral Health, Inc., to provide employee assistance services to the City of Montebello employees, and authorizing the Acting City Manager to negotiate and execute the agreement on behalf of the City.

FISCAL IMPACT:

The initial 2-year agreement will be for \$10,747.44 per year. Funds for the proposed services have been allocated in the Human Resources Maintenance & Operations Budget.

ATTACHMENT:

Employee Assistance Program
Table – EAP Marketing Comparison
Draft Agreement

SUBJECT: EMPLOYEE ASSISTANCE PROGRAM

- PURPOSE:** To Establish an Employee Assistance Program (EAP) for full time and part time employees and their families. The Program offers counseling and referral services for problems such as marital or family difficulties, financial or legal problems, work related problems, alcohol and/or drug abuse, stress related problems, emotional problems, children and adolescent problems, coping with separation and divorce, the loss of loved ones, eating disorders, etc. This is a voluntary program.
- POLICY:** The Program will provide confidential, professional assistance to help employees and their families resolve problems that affect their personal lives or job performance. Besides being confidential, the program is voluntary – it is designed to allow the employee or family to seek help on their own.
- PROCEDURE:**
- A. Employee or family member (spouse, domestic partner, children, parents) calls the EAP office for an appointment, 1-800-777-9376. This same 800 number can be used, 24 hours, seven days a week for crisis intervention services. Trained psychotherapists or counselors are available at any hour of the day to discuss the employee's or family member's problem.
 - B. The first appointment is considered an assessment meeting (the counselor assesses the problem with the employee). After reviewing the situation, the counselor decides, at that time, if the problem can be resolved by one or two counseling sessions. If the counselor determines that the problem can be resolved with a maximum of two sessions, then the counselor will move forward with counseling.
 - C. If the counselor determines that the problem is considered "on-going" and needs more intensive treatment (such as alcohol and drug abuse problems), then the counselor will review the employee's options and cost issues. The first option the counselor will pursue is the employee's medical coverage to determine if any or all of the treatment costs will be covered. If the employee's medical plan does not cover the cost of the treatment needed, then

ADMINISTRATIVE POLICY NO. V-B-50
SUBJECT: EMPLOYEE ASSISTANCE PROGRAM

the EAP counselor assists the employee with finding the necessary service. If cost is a factor for the employee the counselor will provide guidance (some facilities will accept payment plans and some offer a "sliding scale" payment program).

- D. The cost of the treatment may exceed the employee's benefit coverage and his/her ability to pay. If the employee chooses to proceed with the treatment, the employee may request financial assistance (a loan) in writing to his/her Department Head. This financial assistance is considered to be an employee benefit and is restricted to full time (non-probationary) employees only; the assistance would not include a family member's treatment. The loan assistance program is for alcohol and drug treatment only. The Department Head will review and submit the financial assistance request to the City Administrator who will review each situation on a case-by-case basis. The following restrictions apply:
1. The employee must first exhaust all benefit coverage such as: a) medical insurance (both the employee's plan and any other coverage where a spouse or family member's plan would cover the employee); b) if the employee has a deferred compensation plan, an emergency withdrawal should be considered, if the employee's problem qualifies as a hardship. The employee will be asked if he/she has assets or other sources of income which could offset this alcohol/drug treatment debt.
 2. If all of the employee's benefits have been exhausted, and after the City Administrator's review of the employee's financial need, the loan can be granted. The amount of the loan cannot exceed 80% of the treatment cost; and the loan cap is \$10,000. Only one loan will be granted during an employee's employment with the City.
 3. The loan amount is paid directly to the hospital, facility or agency providing the employee's treatment. The funding

ADMINISTRATIVE POLICY NO. V-B-50
SUBJECT: EMPLOYEE ASSISTANCE PROGRAM

source for the loan is from the fund (i.e. General, Transit, etc.) the employee is paid.

4. The employee must agree to repay the loan amount plus interest. The interest paid will be based upon the current Local Agency Investment Fund rate and at a fixed rate. The loan must be repaid within five years from the date the loan was granted. The employee will be given the option of repaying within a shorter time period without penalty. The loan payment will be taken from the employee's paychecks. If the employee terminates employment prior to repayment, the loan will become due and payable prior to the employee's last day of employment with the City. The remaining loan amount will be deducted from the employee's final paycheck.

EAP Marketing Comparison

General Plan Information		Holman Group PROPOSED		Cigna PROPOSED		Managed Health Network, Inc PROPOSED	
Number of face-to-face counseling sessions		3 per incident	5 per incident	3 per incident	5 per incident	3 per incident	5 per incident
Work Life Assessments, Referral and Community Resource Services:		Unlimited telephonic counseling and community referrals		Unlimited telephonic counseling and community referrals		Unlimited telephonic counseling and community referrals and resources	
Individual Employee Crisis Response Services		Available 24/7		Available 24/7		Available 24/7	
Critical Incident Stress Management (CISM)		10 hrs. of onsite support or other employer service options		5 hrs. of onsite support or other employer service options		20 hrs. of onsite support	
Management Ongoing Training		10 hrs. of training or other employer service options Unlimited Webinar Training		5 hrs. of training or other employer service options; Unlimited Webinar Training		4 hrs. onsite training annually	
Utilization Reporting		Available quarterly and annually		Available Quarterly		Available Quarterly	
Substance Abuse Professional Services (SAP)- No Testing		\$500 per case (lab fees \$40-\$50 and written reports at \$100/hr.)		\$950 per case		SAP services covered under Job Performance Referrals (JPRs's) at no additional cost	
COST COMPARISON		Plan Options	Plan Options	Plan Options	Plan Options	Plan Options	Plan Options
Rate Per Employee Per Month (3, 5 or 6 sessions)	Census						
	506	\$1.77	\$2.95	\$1.66	\$2.02	\$2.09	\$2.40
TOTAL MONTHLY PREMIUM (3, 5 or 6 sessions)		\$895.62	\$1,492.70	\$839.96	\$1,022.12	\$1,057.54	\$1,214.40
TOTAL ANNUAL PREMIUM (3, 5 or 6 sessions)		\$10,747.44	\$17,912	\$10,080	\$12,265	\$12,690	\$14,573
Rate Guaranteed		2 yr. rate guarantee		2 yr. rate guarantee		2 yr. rate guarantee	

This is merely a summary of rates and benefits for comparison only. Please refer to the formal renewal for details.

SAMPLE

COVER SHEET TO

AGREEMENT FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES

Employer's Name _____ ("Employer")

Employer's Address _____

Employer's Contact Person _____

Cigna Behavioral Health, Inc.'s Name _____ Cigna Behavioral Health, Inc. ("Cigna Behavioral")

Cigna Behavioral Health, Inc.'s Address _____ 11095 Viking Drive, Suite 350, Eden Prairie, MN 55344

Cigna Behavioral Health, Inc.'s Contact Person _____ President

Agreement Effective Date _____

Effective Date of Amendment Effective by Cover Sheet _____ N/A

Fee for Service _____ per employee per month

Number of Employer Account Service Hours _____ per 1000 employees

Number of Visits Available Per Assessed Problem For Clinical
Services _____

Other _____

The rest of this page intentionally left blank.

IN WITNESS WHEREOF the parties hereto have caused this Cover Sheet to be executed as of the Effective Date shown on this Cover Sheet.

EMPLOYER

CIGNA BEHAVIORAL HEALTH, INC.

By: SAMPLE

By: SAMPLE

Name: _____

Name: Karen Cierzan

Title: _____

Title: President & CEO

Date: _____

Date: _____

**WITH RESPECT TO THE PRIVACY
ADDENDUM (EXHIBIT 4) ONLY:
*GROUP HEALTH PLAN (EMPLOYER'S PLAN)**

*** Group Health Plan** is a defined term under HIPAA (see 45 C.F.R. 160.103). It generally refers to an employee welfare benefit plan maintained by an employer for its employees. Typically, an Employer (Plan Sponsor) will designate an individual or a committee to carry out Group Health Plan. An individual so authorized to act on behalf of the Group Health Plan should sign here.

By: SAMPLE

Name: _____

Title: _____

Date: _____

SAMPLE

AGREEMENT FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES

Agreement made as of the date set forth as the Effective Date on the Cover Sheet to this Agreement between Cigna Behavioral and the Employer identified on the Cover Sheet to this Agreement as Employer.

W I T N E S S E T H:

If Clinical Visits are 1-3:

WHEREAS, Employer wishes Cigna Behavioral to provide Employee Assistance Program ("EAP") services to Employer's employees and their dependents ("Participants"); and

WHEREAS, Cigna Behavioral wishes to provide its EAP services for Participants

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Employer and Cigna Behavioral agree as follows:

If clinical Visits are 4 or more:

WHEREAS, Employer wishes to provide an Employee Assistance Program ("EAP") which includes Clinical Services as described herein to its employees, their dependents, and members of their households ("Participants") who do not reside in California or Nevada. The Clinical Services' components of the EAP provided to Participants who reside in California or Nevada are covered under the short-term counseling policies issued to Employer by Cigna Health and Life Insurance Company, a Cigna Behavioral affiliate ("CHLIC") and not by the terms of this Agreement. All other EAP services for such Participants are covered under the terms of this Agreement; and

WHEREAS, Cigna Behavioral has established and administers an EAP and has agreed to provide its EAP services to Employer for Participants.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Employer and Cigna Behavioral agree as follows:

I. Responsibilities of Cigna Behavioral

EAP-Services

1.1. Clinical Service: For mental health, alcoholism or drug abuse service ("Clinical Service"), Cigna Behavioral shall provide assessment, referral and/or short-term problem resolution sessions, up to the maximum number of visits per assessed problem as set forth on the then effective Cover Sheet, per contract year.

1.2. Work/Life Support Services: For family care, legal/financial information, Healthy Rewards (telephonic), and Promotional Communications which includes but is not limited to, Frequently Asked Questions, Article Library, initial registration, online eligibility check, self-assessment tool and Provider Directory and Search vehicle, Cigna Behavioral shall provide assessment and referral services as requested by Participant or Employer. Legal assessment and referral services are not available to Participants if the issue is related to a potential cause of action against Employer. Online behavioral health services ("Online Services"), shall be provided pursuant to the terms of Exhibit 1 of this Agreement. Any additional services ("Menu Options") purchased by Employer are attached hereto as Exhibit 3 of this Agreement.

1.3. Services shall be provided by Cigna Behavioral through its employees and/or independent contractors. Cigna Behavioral employees and/or contractors shall look solely to Cigna Behavioral for payment for assessment, referral and/or short-term problem resolution services provided pursuant to this Agreement. Participants may access services from Cigna Behavioral through a toll-free telephone number maintained by Cigna Behavioral twenty-four (24) hours a day, seven (7) days a week.

1.4. Participant calls to the Cigna Behavioral toll-free number shall be handled by a personal advocate who shall refer the Participant to an appropriate resource.

- A. For Clinical Services, Cigna Behavioral shall offer an appointment within two (2) business days with a local counselor. In a Clinical Services' emergency, trained clinicians shall be available at Cigna Behavioral to telephonically address the situation and to make a referral to a local counselor or crisis intervention center for assessment, referral and/or short-term problem resolution.
- B. For Work/Life Support Services, Cigna Behavioral may refer Participant to contracted specialty firms or to local resources for assessment and referral. Participants shall be responsible for costs of services provided pursuant to a referral. Contracted specialty firms may offer Participant a discount rate. Work/Life Support legal services and/or financial services shall include, at no charge to Participants, an initial thirty (30) minute consultation.

1.5. For Clinical Services, Cigna Behavioral shall maintain a nationwide network of local mental health and substance abuse counselors who shall assess the problem, provide short-term problem resolution and/or guide the Participant to appropriate local treatment resources.

1.6. Fees for Clinical Services other than assessment, referral and short-term problem resolution services within the maximum number of visits per assessed problem as shown on the Cover Sheet shall be the Participant's responsibility. Cigna Behavioral shall not represent to the Participant that Cigna Behavioral's identification of or referral to treatment resources constitutes coverage under the provisions of Participant's medical coverage plan.

1.7. Cigna Behavioral shall provide Account Services as set forth in Exhibit 2.

1.8. Communication materials related to EAP services shall be available electronically.

1.9. Cigna Behavioral shall provide reports concerning utilization of EAP services by Participants on a quarterly basis to Employer. Individually identifiable Participant information shall be the property of Cigna Behavioral. Without the appropriate written consent of the Participant, Cigna Behavioral shall provide no information to Employer or any third party that includes any Participant specific identifiable information.

1.10. Cigna Behavioral and Employer agree not to use for any purposes other than the performance of this Agreement or to disclose to others any confidential or proprietary technical or business information of the other party obtained in connection with the performance of any services rendered, without the prior written consent of the other party. Each party shall treat and shall require its employees to treat as strictly confidential all such technical and business information it has learned in the course of this Agreement, and in discussions and proposals leading up to this Agreement. The provisions of this section shall survive the termination of this Agreement. Cigna Behavioral shall maintain as confidential all patient identifiable information received in the course of performing services under this Agreement, and shall not use or disclose such information except as may be permitted or required under applicable state and federal law.

1.11. Cigna Behavioral shall provide management consultations to supervisors who request assistance for work related problems of employees. Cigna Behavioral shall provide assistance with mandatory referrals for employees who are required, under continuation of employment, drug free workplace or

SAMPLE

other workplace policies, to receive an assessment under the EAP. However, Cigna Behavioral shall not nor shall any of its network of providers provide advice and/or make a determination regarding an employee's (a) ability to safely perform the functions of his/her job, (b) ability to return to work after a medical disability, involuntary suspension from duties or administrative leave of absence, and/or (c) potential for workplace violence. No individually identifiable employee information concerning the employee's treatment shall be provided without the employee's written consent on a form approved by Cigna Behavioral.

II. Responsibilities of Employer

2.1. Employer shall distribute to employees the communication materials described in paragraph 1.8 above, at Employer's expense and shall cooperate with Cigna Behavioral in other reasonable efforts to otherwise communicate with Participants concerning the services available to them pursuant to this Agreement.

2.2. Employer shall inform Cigna Behavioral of Employer's management policies and procedures that guide supervisors in handling employees with performance concerns in order for Cigna Behavioral to provide the training set forth in Exhibit 2. Cigna Behavioral assumes no responsibility for the legal appropriateness of such policies and procedures.

2.3. Employer shall compensate Cigna Behavioral for services provided under this Agreement in the amount shown on the then effective Cover Sheet. Employer agrees to pay Cigna Behavioral on the first day of each covered month. Payments by Employer shall be sent to Cigna Behavioral at the address set forth on the then effective Cover Sheet to this Agreement. Retroactive adjustments to the amount of the per employee per month fees paid to Cigna Behavioral shall be limited to twelve (12) months prior to the date the Employer notifies Cigna Behavioral of such a retroactive adjustment.

2.4. The amount set forth on the then effective Cover Sheet shall not include any state premium, sales, use tax, or similar tax (including penalties or interest thereon) assessed on the basis of the services provided by Cigna Behavioral pursuant to this Agreement.

2.5. Cigna Behavioral shall have the right to revise Cigna Behavioral's fees and/or the number of hours available to Employer as Employer Account Services (i) twenty-four (24) months from the effective date of this Agreement, (ii) at any time thereafter, but no more frequently than once every twelve (12) months after the initial twenty-four (24) month term, by giving Employer not less than thirty (30) days' prior written notice, and (iii) when the number of employees varies by more than 10% from the number included on the first Cigna Behavioral billing for the initial twenty-four (24) month term and each subsequent twelve (12) month period of the Agreement.

2.6. Employer agrees that, annually, at least ninety (90) days prior to the anniversary date of the Effective Date of this Agreement, Employer shall furnish to Cigna Behavioral the number of employees who are Participants by state of residence.

III. Miscellaneous Provisions

3.1. All notices required or permitted to be given under this Agreement shall be in writing and addressed to the address and contact person set forth on the then effective Cover Sheet to this Agreement and mailed through the United States mail or private mail delivery service. Notices shall be effective upon receipt by the party to which they are addressed.

3.2. No amendment of any of the provisions of this Agreement shall be binding on either party unless in writing and signed by the duly authorized representatives of both parties. Amendments to items contained on the then effective Cover Sheet shall be effected by the execution of a revised Cover Sheet showing the effective date of the revised Cover Sheet and signed by both parties.

3.3. This Agreement is nonassignable without the written consent of the other party, except that Cigna Behavioral may assign the Agreement to a Cigna affiliate. Any attempted assignment without such consent shall be void.

3.4. No failure by either party at any time or for any period of time to insist upon full performance by the other party shall be deemed a waiver of any duty owed by the other party to the non-objecting party.

3.5. Employer hereby delegates to Cigna Behavioral the authority, responsibility, and discretion to determine all questions of eligibility and status under the EAP, to interpret and construe the provisions of the EAP as necessary to reach factually supported conclusions and to make a full and fair review of each claim for EAP benefits which have been denied by Cigna Behavioral pursuant to the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Cigna Behavioral assumes no responsibility for Employer's ERISA plan except as set forth in this section.

3.6. This Agreement contains the entire agreement between Employer and Cigna Behavioral with respect to the services provided hereunder, and supersedes any and all prior discussions or agreements, written or oral, with respect thereto.

3.7. The parties agree to submit any disputes or claims arising out of or related to this Agreement to binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association and to conduct such an arbitration in the city of Minneapolis, Minnesota. There shall be a single arbitrator chosen by both parties within thirty (30) days after notice to arbitrate a claim is received by the party against whom arbitration is sought. If the parties are unable to agree upon a single arbitrator within that thirty (30) day period, the arbitrator shall be appointed by the American Arbitration Association. Judgment may be entered upon the award of the arbitrator. Cost of the arbitration shall be borne equally by the parties unless the arbitrator's award directs otherwise.

3.8. This Agreement shall remain in effect from the Effective Date until terminated by Cigna Behavioral upon Employer's failure to pay Cigna Behavioral as provided in Section 2.3, or by either party with sixty (60) days' prior written notice to the other party.

3.9. This Agreement shall be governed by, and shall be construed in accordance with all applicable federal laws, including ERISA, and the laws of the state of

3.10. The terms of Exhibit 4, Privacy Addendum, shall be incorporated herein.

IV. Liability and Indemnity

4.1. In the event that Cigna Behavioral, its officers, directors, employees or agents are made parties to any judicial or administrative proceeding arising in whole or in part out of any function negligently performed by the Employer, including the functions and obligations set forth in the Privacy Addendum, then the Employer shall indemnify and hold Cigna Behavioral harmless for any and all judgments, settlements, and costs (including reasonable attorneys' fees) which Cigna Behavioral incurs or pays in connection therewith except that Employer shall not be required to reimburse for such amounts if the court rendering the judgment or the agency making the award determines that the liability underlying the judgment or award (or attorneys' fees with respect thereto) was caused by the negligence, fraud or criminal conduct of Cigna Behavioral, its agents, employees, officers or directors.

4.2. In the event that Employer, its officers, directors, employees, agents or affiliates are made parties to any judicial or administrative proceeding arising in whole or in part out of any function negligently performed by Cigna Behavioral, including the functions and obligations set forth in the Privacy Addendum, then Cigna Behavioral shall indemnify and hold Employer harmless for any and all judgments, settlements and costs (including reasonable attorneys' fees) which Employer incurs or pays in connection therewith except that Cigna Behavioral shall not be required to reimburse for such amounts if

SAMPLE

the court rendering the judgment or the agency making the award determines that the liability underlying the judgment or award (or attorneys' fees with respect thereto) was caused by the negligence, fraud or criminal conduct of Employer, its agents, affiliates, employees, officers or directors. The foregoing does not include indemnification for the negligent acts or omissions of Participating Providers. By contract, Cigna Behavioral requires Participating Providers to maintain adequate amounts of professional liability insurance, and Participating Providers remain responsible for their own professional conduct.

4.3. In the event that the parties have been found jointly and severally liable to a third party, liability shall be apportioned consistent with the relative degree of fault of each party.

4.4. In the event litigation is instituted by a third party against the Employer and/or Cigna Behavioral concerning any matter under the Plan, each party to this Agreement shall have sole authority to select legal counsel of its choice.

4.5. The indemnifications provided for by the foregoing paragraphs shall survive the termination of this Agreement.

EXHIBIT 1

ONLINE SERVICES

General Terms Applicable To All Users

Cigna Behavioral provides online services (“Online Services”) as a supplement to other health and wellness services furnished under this Agreement.

This Online Services attachment (“Attachment”) states the terms and conditions that govern the use of the Online Services. The information contained in the Online Services is for informational purposes only and is not to be used for medical diagnosis or treatment.

Agreement; Online Services

By Employer using the Online Services or notifying Participants of the availability of the Online Services, Employer agrees to the terms and conditions of this Attachment. If at any time Employer becomes dissatisfied with the Online Services, Employer will discontinue its use and notify Participants that the Online Services are no longer available to them.

The Online Services are provided through Cigna Behavioral and/or third-party websites (“Site” or “Sites”). Cigna Behavioral grants to Employer and Participants, for personal, noncommercial purposes only, a nonexclusive, limited and revocable right to access and use the Online Services. Employer and Participants may not use the Online Services for any other purpose, including external commercial purposes, such as co-branding, framing or linking. Employer and Participants may not copy, reproduce or distribute any material from the Online Services. By way of example and not limitation, Employer shall not copy materials from the Online Services and use them as handouts during employee and/or manager training programs unless the materials are specifically marked as available for such use.

Employer and Participants will not take any action inconsistent with the copyright and trademark ownership rights of the Online Services content owners and any other providers of the Online Services.

Computer Equipment

Employer and Participants are responsible for obtaining, installing, maintaining and operating all equipment and software necessary to access the Online Services, in accordance with such requirements as may be provided by the equipment and software manufacturers. Cigna Behavioral is not responsible for any errors or problems that arise from the malfunction or failure of such equipment or software.

Browser Access and Internet Services

Employer and Participants are responsible for obtaining Internet services via an Internet service provider in order to access the Online Services. Likewise, Employer and Participants are responsible for any and all fees imposed by such Internet service provider and any associated communications service provider charges.

Passwords

Cigna Behavioral may at its option change the parameters for the password used to access the Online Services (“Password”) without prior notice to Employer or Participants. This may result in Employer or Participants being required to change their password the next time the Online Services are accessed.

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Employer agrees to, and shall require Participants to, protect and keep confidential its User ID, Password, or other means of accessing its account for the Online Services.

New Features

The content of the Online Services may, from time to time and at Cigna Behavioral's sole discretion, include new features or modify or delete existing features to the Online Services.

Limitation of Liability; No Warranties

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, CIGNA BEHAVIORAL SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY I) DIRECT, II) INDIRECT, OR III) PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES; FAILURE OR UNAVAILABILITY OF INTERNET SERVICE; CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE; THIRD PARTY CONTENT, INFORMATION OR PRODUCTS; OR ANY OTHER PROBLEMS DUE TO CAUSES BEYOND CIGNA BEHAVIORAL'S CONTROL. CUSTOMER ACKNOWLEDGES THAT CIGNA BEHAVIORAL MAKES NO WARRANTY THAT THE ONLINE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. CIGNA BEHAVIORAL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USEFULNESS OF OR THE EXPECTED RESULTS OF THE MATERIAL CONTAINED ON THE SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, CIGNA BEHAVIORAL DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, AS TO THE ONLINE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

Termination

Cigna Behavioral may terminate, suspend or limit Employer and/or Participants' access privileges to the Online Services, in whole or part, at any time for any reason without prior notice, unless otherwise stated in an agreement with respect to the Online Services.

Indemnity

Employer acknowledges and agrees that it is responsible for its and Participants' conduct while using the Online Services and agrees to indemnify and hold Cigna Behavioral and its officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that it may incur in connection with a third party claim or otherwise, in relation to Employer's or a Participant's use of the Online Services, the use of the Online Services by anyone using Employer's or a Participant's User ID or Password, or Employer or a Participant's violation of the terms of this Attachment or the rights of any third party (including, but not limited to, privacy rights).

Site links

The Sites may contain links to other third party web sites. Cigna Behavioral is not responsible for, nor does it control, the content, products, or services provided by linked sites. Employer's and Participants'

access, use and reliance upon such content, products or services at such third party websites is at their own risk.

Digital Millennium Copyright Act

Cigna Behavioral reserves the right, but not the obligation, to terminate Employer's and/or Participants' access to the Online Services if it determines in its sole discretion that such individuals are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. Cigna Behavioral and its service providers accommodate and do not interfere with standard technical measures used by copyright owners to protect materials. Cigna Behavioral has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Digital Millennium Copyright Act.

If Employer or Participants choose to access the Online Services from outside the United States, they do so on their own initiative and are responsible for compliance with U.S. and local laws, if and to the extent that local laws are applicable. Software is subject to United States export controls. No software may be downloaded or otherwise exported or re-exported (i) into (or to a national resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods, or (ii) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. Employer represents and warrants that it is not located in, under the control of, or a national resident of any such country or on any such list. Employer agrees to comply with U.S. export control laws and that it will not transfer any software or other content from the Online Services to a foreign national or foreign country in violation of those laws.

Minors and the Children's Online Privacy Protection Act

Except as expressly stated upon initial access to a Site or section of such Site, the Site does not direct content to Minors and does not intend to collect personal information from Minors and therefore is not subject to the Child Online Privacy Protection Act.

If a Participant allows a minor child, or a child for whom a Participant is a legal guardian (a "Minor"), to access and use the Site, such Participant will be solely responsible for: (i) the online conduct of such Minor; (ii) monitoring such Minor's access to and use of the Site; and (iii) the consequences of any use.

Viruses, Worms, Use of Files

Cigna Behavioral cannot and does not guarantee or warrant that files available for downloading from the Site are free of viruses, worms, Trojan horses or other code that has contaminating or destructive properties. Cigna Behavioral does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title, noninfringement or fitness for a particular purpose) with respect to the files available for downloading from the Site. In no event will Cigna Behavioral be liable to Employer, Participants, or anyone else for any decision made or action taken in reliance on results obtained from use of files downloaded from the Site. These files may be downloaded and/or reprinted for personal use only. Permission to reprint or electronically reproduce any document or graphic in whole or in part for any reason except for personal use is expressly prohibited, unless prior written consent is obtained from the appropriate Cigna Behavioral copyright holder.

Message Boards and Chat Rooms

It is a condition of Participants' use of Message Boards or Chat Rooms that Participants do not: (i) post or transmit any unlawful, threatening, abusive, libelous, defamatory, racial, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law; (ii) post or transmit comments containing harassing

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or offensive language, using sexual references, sexual nicknames, racial slurs or rude or deliberately offensive comments or engage in disruptive activity online, including excessive use of scripts, sound waves, scrolling (repeating the same message over and over), or use viruses, worms or Trojan horses; (iii) post or transmit any information, software or other material which violates or infringes the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works without first obtaining permission from the owner; (iv) post or transmit any information, software or other material which contains a virus, worm, Trojan horse or other code that has contaminating or destructive properties; (v) post any information, software, or other material for commercial purposes; (vi) solicit other users to join or contribute money to any online service or other organization, advocate or attempt to get users to join in legal or illegal schemes; (vii) impersonate any person or entity or falsely represent their professional or other affiliation with any person or entity; or (viii) use the Site to collect personally identifiable information in violation of the Privacy Statement accompanying the Site. Cigna Behavioral, at its sole and absolute discretion, shall determine whether any information transmitted or received violates this provision. Cigna Behavioral reserves the right to prohibit Participants from use of Message Boards or Chat Rooms if they violate this provision.

Employer understands that Cigna Behavioral has no obligation to monitor Message Boards or Chat Rooms. Cigna Behavioral reserves the right at all times to disclose any information regarding the Message Boards or Chat Rooms, or to remove any information or materials, in whole or in part, that in Cigna Behavioral's sole and absolute discretion, are objectionable. Employer acknowledges that Cigna Behavioral reserves the right to monitor any and all information transmitted or received through the Sites, which may be examined, recorded, copied, and used in accordance with the Privacy Statement accompanying the Site. Use of the Sites constitutes consent to such activity by Cigna Behavioral.

When using the Sites Participants should not compromise their personal safety. Participants should not provide their name, phone number, social security number or any other personally identifying information to people they do not know. Participants should not continue any conversation online that makes them feel uncomfortable.

Calculations and Investment Decisions

Financial calculators and calculations are provided for illustrative purposes only. Participants are responsible for verifying the accuracy and suitability of all assumptions and calculations. Participants should seek the advice of licensed and/or competent individuals before making any investment or financial planning decisions. Participants should not rely solely on financial calculators\calculations or financial or retirement information found on the Sites.

EXHIBIT 2

EMPLOYER ACCOUNT SERVICES

Employer is entitled to utilize, for the delivery of the Employer Account Services listed below, the number of hours set forth on the then effective Cover Sheet to this Agreement in each twelve month period from the Effective Date of this Agreement. Pro-rata adjustments in this number of hours may be computed pursuant to Section 2.5 of this Agreement.

- * Employee Orientation Sessions
- * Management/Supervisory Training Sessions
- * Educational/Wellness Seminars
- * Critical Incident Response Services
- * Other Employer Account Services - Employer Account Services requested by Employer for which Cigna Behavioral notifies Employer that those services shall be counted against Employer Account Services' hours, including but not limited to, executive briefings, reduction in workforce counseling, and Employer's on-site EAP promotional activities conducted by Cigna Behavioral EAP managers or Cigna Behavioral contracted EAP affiliates.

Delivery of these Employer Account Services shall be as agreed upon by the parties. In the event Employer does not utilize or only partially utilizes these Employer Account Services' hours during the twelve (12) month period to which they relate, Employer shall not be entitled to any refund or account credit, or to carry those hours forward. If Employer cancels its request for these services or reduces the number of hours initially requested after an independent provider has been secured by Cigna Behavioral, Cigna Behavioral shall deduct that number of hours the provider had been secured from Employer Account Services' hours.

Additional Employer Account Services' hours may be purchased by Employer from Cigna Behavioral at Cigna Behavioral's fee-for-service rates in effect at the time of the request for such Employer Account Services. Delivery of these additional Employer Account Services' hours shall be as agreed upon by the parties.

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EXHIBIT 3

MENU OPTIONS*****

- Adoption Assistance
- Back-up & Emergency Care Subsidy Program (children & adults)
- CareKits
- Enhanced Financial Services
- Concierge Services
- Convenience Services
- Corporate Requests & Special Projects
- Discount Center
- Geriatric Case Management
- Lactation Program
- Nanny Find
- Personal Assistant
- Substance Abuse Professional (SAP) Network
- “Take Your Children To Work Day” Program Kit & Consultation

****** Only those additional Menu Options purchased by Employer will be listed on this page.*

EXHIBIT 4

PRIVACY ADDENDUM

I. GENERAL PROVISIONS

Section 1. Effect. Effective as of the Effective Date, the terms and provisions of this Addendum are incorporated in and shall supersede any conflicting or inconsistent terms and provisions of the Agreement for Employee Assistance Program Services to which this Addendum is attached, including all exhibits or other attachments thereto and all documents incorporated therein by reference (the "Agreement"), except for any provisions of the Agreement which are more stringent regarding the use or disclosure of PHI by Cigna Behavioral than this Addendum. Any such more stringent provisions in the Agreement shall prevail over this Addendum. This Addendum sets out terms and provisions relating to the use and disclosure of protected health information without written authorization from the individual.

Section 2. Amendment to Comply with Law. Cigna Behavioral, Employer (also referred to as "Plan Sponsor") and the Group Health Plan that is the subject of the Agreement (also referred to as "the Plan") agree to amend this Addendum to the extent necessary to allow either the Plan or Cigna Behavioral to comply with the HIPAA Privacy Rule, the HIPAA Standards for Electronic Transactions (45 CFR Parts 160 and 162), the HIPAA Security Standards (45 CFR Parts 160 and 164, Subpart C), the Health Information Technology for Economic and Clinical Health ("HITECH") Act, which was included in the American Recovery and Reinvestment Act ("ARRA") (P.L. 111-5) and their implementing regulations promulgated or to be promulgated by the Secretary, and other applicable regulations or statutes.

Section 3. Relationship of Parties. The parties intend that Cigna Behavioral is an independent contractor and not an agent of the Plan.

II. OBLIGATIONS OF CIGNA BEHAVIORAL

Section 1. Use and Disclosure of Protected Health Information. Except as otherwise provided in this Addendum, Cigna Behavioral may use or disclose Protected Health Information ("PHI") to perform functions, activities or services for, or on behalf of, the Plan as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Privacy & Security Rules if done by the Plan. To the extent Cigna Behavioral is to carry out one or more of the Plan's obligations under Subpart E of 45 CFR Part 164, Cigna Behavioral agrees to comply with the requirements of Subpart E that apply to the Plan in the performance of such obligations. Cigna Behavioral may use and disclose Protected Health Information:

- (i) for the proper management and administration of Cigna Behavioral, or to carry out the legal responsibilities of Cigna Behavioral;
- (ii) for the proper management and administration of Cigna Behavioral, provided that disclosures are: (a) required by law or (b) Cigna Behavioral obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person, and the person notifies Cigna Behavioral of any instances of which it is aware in which the confidentiality of the information has been breached; or
- (iii) to provide Data Aggregation services relating to the health care operations of the Plan or to de-identify PHI. Once information is de-identified, this Addendum shall not apply.
- (iv) as required by law.

Section 2. Disclosure of Protected Health Information to Group Health Plan Sponsor.

(a) The Group Health Plan acknowledges and agrees that the Privacy Rules allow the Group Health Plan to permit Cigna Behavioral to disclose or provide access to PHI, other than Summary Health Information, to the Plan Sponsor only after the Plan Sponsor has amended its plan documents to provide for the permitted and required uses and disclosures of PHI and to require the Plan Sponsor to provide a certification to the Plan that certain required provisions have been incorporated into the Plan documents before the Plan may disclose, either directly or through a business associate, such as Cigna Behavioral, any PHI to the Plan Sponsor. The Group Health Plan hereby warrants and represents that no PHI will be provided to the Plan Sponsor nor to any of its employees, agents or other persons under its control. Therefore no such Plan document amendments have been made nor any such certification received from the Plan Sponsor.

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Section 3. Other Information to Plan Sponsor or Plan. Upon the written request of Plan or Plan Sponsor, Cigna Behavioral will provide certain other information including, but not limited to, information about Cigna Behavioral's arrangements with health care providers ("Other Information") to Plan Sponsor's designated employee. Plan Sponsor acknowledges that in receiving Other Information under these provisions, it acts in its capacity as Plan Administrator, as that term is defined by the Employee Retirement Income Security Act of 1974, as amended. Other Information will be kept confidential and will be used by Plan Sponsor solely for the purpose of satisfying its fiduciary responsibilities with respect to administration of the Plan, and will be handled and maintained in accordance with all fiduciary obligations owed to participants in the Plan.

Section 4. Security Standards. Cigna Behavioral shall use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of PHI other than as provided for by the Agreement.

Section 5. Reporting of Violations. Cigna Behavioral shall report to the Group Health Plan any use or disclosure of the Protected Health Information not provided for by this Addendum of which it becomes aware.

Section 6. Disclosures to and Agreements by Third Parties.

(a) In accordance with 45 CFR §164.502(e)(1)(ii) and 164.308(b)(2), Cigna Behavioral agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Cigna Behavioral agree to substantially similar restrictions, conditions, and requirements that apply to Cigna Behavioral with respect to such information.

(b) Upon Group Health Plan's or Employer's written request, Cigna Behavioral will provide Protected Health Information and/or Other Information to certain designated third-parties who assist in administering the Plan and are authorized by the Group Health Plan to receive such information ("Designated Third Parties") solely for the purpose of assisting in the carrying out of Plan administration functions. Such parties may include, but are not limited to, third-party administrators, consultants, brokers, auditors, successor administrators or insurers, and stop-loss carriers. Group Health Plan shall enter into and maintain an agreement with each agent and subcontractor or other third party to which it directs Cigna Behavioral to disclose PHI under which such agent, subcontractor or other third party is legally bound by substantially similar restrictions with respect to Protected Health Information that apply to Cigna Behavioral pursuant to this Addendum.

(c) It is acknowledged and agreed that the Privacy Rules require the Group Health Plan to maintain policies and procedures to ensure that any PHI that it uses, requests or discloses be no more than the minimum necessary to accomplish the intended purpose. The Group Health Plan hereby warrants and represents that any requests that it makes for PHI to be disclosed to it or to any third parties will be for no more than the minimum amount necessary for the intended purpose.

(d) Any other provision of this Addendum notwithstanding, Cigna Behavioral may decline to disclose to any third party any information which the Agreement provides may not be disclosed to the Employer.

Section 7. Access to Information.

(a) **Request made to the Plan.** When an individual requests access to PHI contained in a designated record set and such request is made directly to the Plan or Employer, the Plan shall so notify Cigna Behavioral within two (2) business days of receipt of such request. Cigna Behavioral shall make such PHI available directly to the Participant within the time required in 45 C.F.R. Section 164.524.

(b) **Request made to Cigna Behavioral.** If a Participant directs a request for access to PHI contained in such designated record set to Cigna Behavioral, Cigna Behavioral will provide the PHI to the individual within the time required in 45 C.F.R. Section 164.524.

(c) **Responsibility for denials and responding to requests.** In the case of either subsection (a) or (b) above, the Plan delegates to Cigna Behavioral the duty to determine, on behalf of the Plan, whether to deny access to PHI requested and the duty to provide any required notices and review.

(d) It is understood and agreed that in all activities performed pursuant to this section, Cigna Behavioral acts as a delegate of, and on behalf of, the Plan and/or Employer. When responding to an individual's request for access, it may inform such individual of that fact and that there may be other PHI about that individual created or maintained by the Plan and/or its other business associates and not included in Cigna Behavioral's response. Cigna Behavioral shall not be responsible for performing any of the duties described herein with respect to any such other PHI.

Section 8. Availability of Protected Health Information for Amendment.

(a) **Handling of Requests by Cigna Behavioral.** When an individual requests amendment of PHI contained in a designated record set and created or received by Cigna Behavioral or its subcontractors, and such request is made directly to the Plan or Employer, within two (2) working days of its request, the Plan shall forward such request to Cigna Behavioral for handling except that the Plan shall retain and handle all requests to the extent that they pertain to individually identifiable health information (i.e. enrollment information) originated by the Plan, Plan Sponsor, or its other business associates. Cigna Behavioral shall respond to such forwarded requests as well as to any such requests that it receives directly as required by Section 164.526 except that Cigna Behavioral shall forward to the Plan for handling any requests for amendment of PHI originated by the Plan, Plan Sponsor or its other business associates.

(b) **Responsibility for denial of request.** With respect to those requests handled by Cigna Behavioral under subparagraph (a) above, the Plan delegates to Cigna Behavioral the duty to determine, on behalf of the Plan, whether to deny a request for amendment of any PHI and the duty to provide any required notices and review as well as, in the case of its determination to grant such a request, the duty to make any amendments in accordance with the terms of the Privacy Rules. In all other instances, the Plan retains all responsibility for handling such requests, including any denials, in accordance with the Privacy Rules.

(c) **Amendments by the Plan.** Whenever Cigna Behavioral is notified by the Plan that the Plan has agreed to make an amendment pursuant to such a request which it handles hereunder, Cigna Behavioral shall incorporate any such amendments in accordance with Section 164.526.

(d) It is understood and agreed that in all activities performed pursuant to this section, Cigna Behavioral acts as a delegate of, and on behalf of, the Plan and/or Employer. When responding to requests for amendment of PHI, Cigna Behavioral may inform such individual of that fact and that there may be other PHI about that individual created or maintained by the Plan and/or its other business associates and not included in Cigna Behavioral's response. Cigna Behavioral shall not be responsible for performing any of the duties described herein with respect to any such other PHI.

(e) **Modifications to Individual Rights and Accounting of Disclosures.** Effective on and after February 17, 2010, or the date specifically provided in the HITECH Act provisions or regulations issued by the Secretary pursuant to such provisions, Cigna Behavioral shall comply with, and shall assist the Plan in complying with, the modifications to the individual rights under the HIPAA Privacy Rule; specifically modifications to: requested restrictions on certain disclosures of health information, under 45 CFR § 164.522(a)(1)(i)(A); access to certain information in electronic format if the Plan or Cigna Behavioral uses or maintains an electronic health record with respect to an Individual's Protected Health Information, under 45 CFR § 164.524; and accounting of certain Protected Health Information disclosures if the Plan or Cigna Behavioral uses or maintains an electronic health record with respect to Protected Health Information, under 45 CFR § 164.528. Cigna Behavioral shall provide an accounting of disclosures of PHI to an Individual who requests such accounting in the manner and time required in 45 CFR 164.528.

Section 9. Accounting of Disclosures

(a) **Request made to the Plan.** When an individual requests an accounting of disclosures pursuant to Section 164.528, and such request is made directly to the Plan or Employer, the Plan shall so notify Cigna Behavioral within two (2) business days of receipt of such request.

(b) **Request made to Cigna Behavioral.** If a Participant directs a request for accounting to Cigna Behavioral, Cigna Behavioral will provide the accounting to the participant within the time required in 45 CFR Section 164.528.

(c) It is understood and agreed that in all activities performed pursuant to this section, Cigna Behavioral acts as a delegate of, and on behalf of, the Plan and/or Employer. When responding to requests for an accounting of disclosures, Cigna Behavioral may inform such individual of that fact and that there may be other disclosures of PHI

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about that individual made by the Plan and/or its other business associates and not included in Cigna Behavioral's response. Cigna Behavioral shall not be responsible for performing any of the duties described herein with respect to any such other PHI or disclosures.

Section 10. Other Requests. Cigna Behavioral shall handle Participant requests made to it for privacy protection for PHI pursuant to the requirements of the Privacy Rules at Section 164.522.

Section 11. Processes and Procedures. In carrying out its duties set forth in Sections II, 7, 8, 9 and 10 above, Cigna Behavioral may establish procedures and processes for requests from individuals as permitted by the Privacy Rules, including the requirement that requests be made in writing and the creation of a form for use by individuals in making such requests. As appropriate, Cigna Behavioral shall utilize the same or similar procedures regarding requests from individuals for access to PHI that it applies to its own health care plan administration business.

Section 12. Availability of Books and Records. Cigna Behavioral hereby agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary for purposes of determining the Group Health Plan's compliance with the Privacy Rules.

Section 13. Protection of Electronic PHI. With respect to Electronic Protected Health Information, no later than the compliance date for the Security Standards and at all times thereafter Cigna Behavioral shall:

- (a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Cigna Behavioral creates, receives, maintains, or transmits on behalf of the Plan as required by the Security Standards;
- (b) Ensure that any agent, including a subcontractor, to whom Cigna Behavioral provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect such information; and
- (c) Report to the Plan any Security Incident of which it becomes aware.

Section 14. Receiving Remuneration in Exchange for Protected Health Information Prohibited. Cigna Behavioral shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual, unless an authorization is obtained from the Individual, in accordance with 45 CFR § 164.508, that specifies whether Protected Health Information can be exchanged for remuneration by the entity receiving Protected Health Information of that Individual, unless otherwise permitted under the HIPAA Privacy Rule.

Section 15. Limited Data Set or Minimum Necessary Standard and Determination. Cigna Behavioral shall limit the use, disclosure, or request of Individuals' Protected Health Information, to the extent practicable, to the minimum necessary amount of Individuals' Protected Health Information to accomplish the intended purpose of such use, disclosure, or request and to perform its obligations under the underlying Agreement and this Addendum. Cigna Behavioral shall determine what constitutes the minimum necessary to accomplish the intended purpose of such disclosure. Cigna Behavioral's obligations under this provision shall be subject to modification to comply with guidance issued by the Secretary.

Section 16. Security Breach Notification. Cigna Behavioral will notify the Plan of a Breach (including privacy related incidents that might, upon further investigation, be deemed to be a Breach) without unreasonable delay and, in any event, within ten business days after Cigna Behavioral's discovery of same. This notification will include, to the extent known:

- (a) the names of the individuals whose PHI was involved in the Breach;
- (b) the circumstances surrounding the Breach;
- (c) the date of the Breach and the date of its discovery;
- (d) the information Breached;
- (e) any steps the impacted individuals should take to protect themselves;

(f) the steps Cigna Behavioral is taking to investigate the Breach, mitigate losses, and protect against future Breaches; and,

(g) a contact person who can provide additional information about the Breach.

For purposes of discovery and reporting of Breaches, Cigna Behavioral is not the agent of the Plan or the Employer (as “agent” is defined under common law). Cigna Behavioral will investigate Breaches, assess their impact under applicable state and federal law, including HITECH, and will make a recommendation to the Plan regarding whether notification is required pursuant to 45 CFR §164.404-408 and/or applicable state breach notification laws. With the Plan’s prior approval, Cigna Behavioral will issue notices to such individuals, state and federal agencies – including the Department of Health and Human Services, and/or the media as the Plan is required to notify pursuant to, and in accordance with the requirements of, applicable law (including 45 CFR §164.404-408). Cigna Behavioral will pay the costs of issuing notices required by law and other remediation and mitigation which, in Cigna Behavioral’s discretion, are appropriate and necessary to address the Breach. Cigna Behavioral will not be required to issue notifications that are not mandated by applicable law. Cigna Behavioral shall provide the Plan with information necessary for the Plan to fulfill its obligation to report Breaches affecting fewer than 500 Individuals to the Secretary as required by 45 CFR §164.408(c).

III. TERMINATION OF AGREEMENT WITH CIGNA BEHAVIORAL

Section 1. Termination Upon Breach of Provisions Applicable to Protected Health Information. Any other provision of this Agreement notwithstanding, this Agreement may be terminated by the Group Health Plan upon prior written notice to Cigna Behavioral in the event that Cigna Behavioral materially breaches any obligation of this Addendum and fails to cure the breach within such reasonable time as the Plan may provide for in such notice; provided that in the event that termination of this Agreement is not feasible, in the Group Health Plan's sole discretion, Cigna Behavioral hereby acknowledges that the Group Health Plan shall have the right to report the breach to the Secretary.

If Cigna Behavioral knows of a pattern of activity or practice of the Plan that constitutes a material breach or violation of the Plan’s duties and obligations under this Addendum, Cigna Behavioral shall provide a reasonable period of time, as agreed upon by the parties, for the Plan to cure the material breach or violation. Provided, however, that, if the Plan does not cure the material breach or violation within such agreed upon time period, Cigna Behavioral shall terminate the Agreement, if feasible, at the end of such period. However, if neither termination of the Agreement nor cure are feasible, Cigna Behavioral shall report the violation to the Secretary.

Section 2. Use of Protected Health Information upon Termination. The parties hereto agree that it is not feasible for Cigna Behavioral to return or destroy PHI at termination of this Agreement, therefore, the provisions of this Addendum shall survive termination of this Agreement and Cigna Behavioral shall limit any further uses and disclosures of such PHI to the purpose or purposes which make the return or destruction of such PHI infeasible.

IV. DEFINITIONS FOR USE IN THIS ADDENDUM

Definitions. Certain capitalized terms used in this Addendum are defined in Article IV. Terms used in this Addendum shall have the meanings ascribed to them by the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act and their respective implementing regulations and guidance. If the meaning of any term defined herein is changed by regulatory or legislative amendment, then this Agreement will be modified automatically to correspond to the amended definition. All capitalized terms used herein that are not otherwise defined have the meanings described in the HIPAA Privacy and Security Rules and the HITECH Act. A reference in this Addendum to a section in the HIPAA Privacy Rule, HIPAA Security Rule, or the HITECH Act means the section as in effect or as amended or a successor section thereto, and for which compliance is required.

“Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Unsecured Protected Health Information (“PHI”) which compromises the security or privacy of such information, except where an authorized person to whom such information is disclosed would not reasonably have been able to retain such information. A Breach does not include any unintentional acquisition, access, or use of PHI by an employee or individual acting under the authority of Cigna Behavioral if such acquisition, access, or use was made in good faith and within the

SAMPLE

course and scope of the employment or other professional relationship of such employee or individual with Cigna Behavioral; and such information is not further acquired, accessed, used, or disclosed by any person.

“Business Associate” means Cigna Behavioral Health, Inc.

“Covered Entity” means Plan.

“Data Aggregation” shall mean the combining of Protected Health Information by Cigna Behavioral with the Individually Identifiable Health Information created or received by Cigna Behavioral in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the Group Health Plan and the other covered entity.

“Designated Record Set” shall mean the, payment, claims adjudication, and case or medical management record systems maintained by or for the Group Health Plan, or used, in whole or in part, by or for the Group Health Plan to make decisions about individuals. As used herein the term “Record” means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Group Health Plan.

“Electronic Protected Health Information” shall mean PHI that is transmitted by or maintained in electronic media as that term is defined in 45 CFR 160.103

“Plan” or “Group Health Plan” shall mean the Group Health Plan (as defined in the Employee Retirement Income Security Act of 1974, as amended, (ERISA) at 29 U.S.C. §1191b(a)) maintained by the Plan Sponsor that is identified in this Agreement as the health Plan for or on behalf of which Cigna Behavioral is obligated to perform any function or activity involving the use or disclosure of Protected Health Information pursuant to this Agreement.

“Individually Identifiable Health Information” shall mean information that is a subset of health information, including demographic information collected from an individual, and:

- (i) is created or received by a health care provider, health plan, health care clearinghouse (as those terms are defined in the Privacy Standards), or employer; and
- (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

“Limited Data Set” shall have the same meaning as the term “limited data set” as set forth in as defined in 45 CFR 164.514(e)(2).

“Privacy Standards” shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E.

“Protected Health Information” or “PHI” shall mean Individually Identifiable Health Information transmitted or maintained in any form or medium that Cigna Behavioral creates or receives from or on behalf of the Group Health Plan in the course of fulfilling its obligations under this Agreement. “Protected Health Information” shall not include (i) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. §1232g, and (ii) records described in 20 U.S.C. §1232g(a)(4)(B)(iv).

“Secretary” shall mean the Secretary of the United States Department of Health and Human Services.

“Security Incident” shall have the same meaning as the term “security incident” as set forth in 45 CFR 164.304.

"Summary Health Information" shall mean information, that may be Individually Identifiable Information, and (i) that summarizes the claims history, claims expenses, or type of claims experienced by individuals covered by the Group Health Plan; and (ii) from which the information described at 45 C.F.R. §164.514(b)(2)(i) has been deleted, except that the geographic information described in 45 C.F.R. §164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit zip code.

"Unsecured Protected Health Information" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in accordance with the requirements of Section 13401(h)(1) of the HITECH Act.

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew Pasmant, Acting City Manager

BY: David Sosnowski, Director of Recreation & Community Services

SUBJECT: Approve a Contract for Pool Filter Laterals and Media Replacement (RFP 18-35)

DATE: April 25, 2018

RECOMMENDATION

That the City Council approves a contract for replacement of pool filter media and laterals for the George Hensel Aquatics Center to Waterline Technologies, Inc. in the amount of \$19,300.00, per Request for Proposals (RFP #18-35) for Pool Filter Lateral and Media Replacement and authorize the City Manager to execute the Contact Agreement.

BACKGROUND

The Department of Recreation & Community Services staff had observed that sand was appearing in the pool. Upon the Pool Manager's inspection of the filter system, it was determined that repairs were necessary. Staff contacted pool maintenance professionals to inspect the filter system and it was determined that the filter media, one filter tank and all tank laterals were in need of replacement.

On March 12, 2018 the City issued Request for Proposals # 18-35 for Pool Filter Lateral and Media Replacement. A notice inviting sealed bids/proposals was advertised on Planet Bids, the Green Sheet and twice in the local newspaper, with a proposal due date of April 18, 2018 at 1:00 PM. Nine (9) potential proposers viewed the RFP on Planet Bids. Also, staff contacted an additional potential bidder and informed them of the RFP.

ANALYSIS

On April 18, 2018, two (2) bids were received as follows:

Waterline Technologies, Inc.	\$19,300.00
Horizon Mechanical Contractors of California.....	\$55,300.00

Waterline Technologies, Inc., submitted the lowest responsive bid. Waterline Technologies, Inc. is a reputable contractor with extensive experience and qualified staff to perform the work and services required by the City Therefore, Waterline Technologies Inc., is the apparent lowest responsive and responsible bidder.

FISCAL IMPACT

Funding for the proposed required services was approved at the March 14, 2018 City Council Meeting as part of the Grant Allocation Approval for Prop A Park Grants (Item #27) for the 2017/18 Budget. The Prop A Park Grant Account would be charged for this project and there is no impact to the general fund.

SUMMARY

The City Council will consider approving a contract for Pool Filter Lateral and Media Replacement for the George Hensel Aquatics Center to Waterline Technologies, Inc., in the amount of \$19,300.00, per Request for Proposals (RFP #18-35) Pool Filter Laterals and Media Replacement and authorize the City Manager to execute the Contact Agreement.

ATTACHMENTS

Agreement

CITY OF MONTEBELLO
CONTRACT AGREEMENT

FOR

POOL FILTER LATERAL AND MEDIA REPLACEMENT

FY 2017/2018
BID # 18-35

IN THE CITY OF MONTEBELLO

This Contract Agreement is made and entered into for the above stated project this 25th day of April, 2018, BY AND BETWEEN the City of Montebello, as AGENCY, and Waterline Technologies, Inc. as CONTRACTOR. WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VII

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

ARTICLE VIII

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

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

ARTICLE IX

STATE LABOR CODE. Contractor agrees to abide by the provisions of the State Labor Code, and to comply with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations and/or for projects being funded by the Federal Government the requirements of the Federal Government and applicable federal wage rates. The Contractor is to pay the higher of the state or federal wages when Federal Funds are used in this project. This is a locally funded project.

The total contract Base Bid price of this agreement is \$ _____ based on estimated quantities given on the Bid Sheet provided by Contractor.

ARTICLE X

The contract construction period for this project is **Ninety (90) working days** from the effective date of Notice-to-Proceed to be issued by the AGENCY.

ARTICLE XI (PREVAILING WAGES)

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

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

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

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

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

- Week days (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.
- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

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

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

ARTICLE XII (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors

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

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this 25th day of April, 2018.

CONTRACTOR: _____

(Title)

Contractor's License No. _____

AGENCY Business License No. _____

Federal Tax Identification No.: _____

Subscribed and sworn to this _____ day of _____, 2018.

NOTARY PUBLIC _____

AGENCY: _____

Andrew Pasmant,

Acting City Manager

ATTESTED: _____

Irma Barajas,

City Clerk of the City of Montebello

Date _____

APPROVE TO AS FORM:

Arnold Alvarez-Glasman,

City Attorney

FAITHFUL PERFORMANCE BOND
(WARRANTY BOND)

FOR

POOL FILTER LATERAL AND MEDIA REPLACEMENT

FY 2017/2018
BID # 18-35

IN THE CITY OF MONTEBELLO

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

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

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

CONTRACTOR* _____

SURETY* _____

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

NOTARY PUBLIC _____

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

MATERIAL AND LABOR BOND
FOR
POOL FILTER LATERAL AND MEDIA REPLACEMENT

FY 2017/2018
BID # 18-35

IN THE CITY OF MONTEBELLO

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

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

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

CONTRACTOR* _____

SURETY* _____

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

NOTARY PUBLIC _____

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

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: Award of Contract to Complete Coach Works for Three Remanufactured Electric Transit Buses

DATE: April 25, 2018

RECOMMENDATION

That the City Council awards a contract to Complete Coach Works for the remanufacture of three (3) electric transit buses and authorize the Acting City Manager to execute the Contract on behalf of the City.

BACKGROUND

As part of a test to determine the feasibility of electric propulsion technology for use in Montebello Bus Lines fixed route system; these three (3) buses will serve as first vehicles to test all electric zero emission buses. MBL is running this test to determine the effectiveness of electric propulsion as an alternative fuel path for the upcoming multi-year bus replacement plan.

The opportunity afforded by these grants will allow a three (3) bus test environment and provide MBL with the data and analysis to determine if electric propulsion should be part of the fixed route bus fleet mix in the 2019-2022 Bus Replacement Program.

The goals of the demonstration project are to deploy three (3) pre-commercial zero-emission electric buses that will be successfully tested on MBL routes; produce technical and economic performance data on the proposed electric buses; and identify challenges, barriers and proposed solutions to the deployment of these buses. It is estimated to take approximately six to eight months to retrofit the first bus.

ANALYSIS

MBL has received \$2,285,328 dollars in Federal and State funding to retro-fit three (3) existing Transit New Flyer 40-foot buses with the Gen 3 ZEPS system being utilized for current Indygo Zero-Emission Propulsion System (ZEPS) project.

MBL has received a price quote from Complete Coach Works (CCW), this price was based on an option price that was received by MBL from Indianapolis Public

Transportation Corporation (IPTC) from a competitively bid procurement, which agrees to all of the specifications of the IPTC's RFP #14-01-158 Remanufactured Electric Buses, with the exception of noted variances listed in the price quote (attachment 3). Funds from these grants will pay for \$2,095,101.36 of the purchase price.

FISCAL IMPACT

The project budget is shown below.

Available Funding

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

FTA 5307	\$ 1,300,000.00
PTIMISEA	\$ 985,328.00
TOTAL	\$ 2,285,328.00

Funding Required

<u>Item</u>	<u>Number</u>	<u>Per Cost</u>	<u>Total</u>
Repower (Electric) bus	3	\$ 698,367.12	\$ 2,095,101.36
Contingency		9%	\$ 188,559.12
TOTAL FUNDING REQUIRED			\$ 2,283,660.48

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

SUMMARY

Staff recommends that the City Council consider awarding a Contract in the amount of \$2,095,101.36 to Complete Coach Works for the remanufacture of three (3) MBL 2009 and 2010 40-foot New Flyer Electric Hybrid buses to a zero emission all-electric propulsion system and total interior and exterior rebuild and authorize the Acting City Manager to execute the Contract on behalf of the City.

ATTACHMENT

1. Draft Contract Agreement
2. IPTC Exercises Agreement
3. CCW Price Quote

CITY OF MONTEBELLO, CALIFORNIA

CONTRACT AGREEMENT

FOR

REMANUFACTURE ELECTRIC TRANSIT BUSES

FOR CITY OF MONTEBELLO TRANSPORTATION DEPARTMENT

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

RECITALS

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

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

C. AGENCY seeks to procure from CONTRACTOR, and CONTRACTOR seeks to provide to the AGENCY, equipment, goods and services necessary for the **REMANUFACTURE ELECTRIC TRANSIT BUSES** ("Project") as further described in Scope of Work.

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

ARTICLE I. Incorporation of Recitals and other Contract Documents

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

ARTICLE II. Services to be performed by CONTRACTOR

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

ARTICLE III. Compensation

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

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

ARTICLE IV. Completion of Work

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

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

ARTICLE V. Ownership of Written Products

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

ARTICLE VI. Independent Contractor

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

ARTICLE VII. Confidentiality

All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the AGENCY. The AGENCY shall grant such consent if disclosure is legally required. All AGENCY data, documents, objects, materials or other tangible things shall be returned to the AGENCY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE VIII. Compliance with State and Local Laws

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

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

ARTICLE IX. Indemnification

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

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

ARTICLE X. Insurance

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

ARTICLE XI. Authorization by CONTRACTOR

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

ARTICLE XII. Termination

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

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

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

The AGENCY shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) business days written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the AGENCY shall provide to 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.

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

ARTICLE XIII. Dispute Resolution and Legal Remedies

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

ARTICLE XIV. Subcontract, Assignment or Delegation

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

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

ARTICLE XV. Non-discrimination and Equal Opportunity Employer

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

ARTICLE XVI. Notices

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

To AGENCY:

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

Director of Transportation
Phone: 323-558-1625

To CONSULTANT: Complete Coach Works
1863 Service Court
Riverside, CA 92507
Attention: Amber Piccinonno
Director of Contracts
Phone: 925-212-6123
Email: amber@completecoach.com

ARTICLE XVII. Severability

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

ARTICLE XVIII. Governing Law

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

ARTICLE XIX. Entire Agreement

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

ARTICLE XX. Effective Date

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

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

CITY OF MONTEBELLO
("CITY")

COMPLETE COACH WORKS
("CONTRACTOR")

Vanessa Delgado, Mayor

Amber Piccinonno, Director of Contracts

Date: _____

Date: _____

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney



Friday, June 16, 2017

TO: Mr. Tom Barrio
Montebello Bus Lines
400 S. Taylor Avenue
Montebello, CA 90640

Mr. Barrio,

Indianapolis Public Transportation Corporation (IPTC) has received your request for the use of Three (3) options via Assignment of RFP 14-01-158 Remanufactured Electric Buses released December 30, 2013.

IPTC is in agreement and exercises the assignment of Three (3) options of RFP 14-01-158 to Montebello Bus Lines.

Best Regards,

A handwritten signature in black ink, appearing to read "Shaun Stromberger", with a stylized flourish at the end.

Shaun Stromberger
Procurement Manager
Indianapolis Public Transportation Corporation(IndyGo)
1501 West Washington Street
Indianapolis, IN 46222
Sstromberger@IndyGo.net
317-941-8891

Indianapolis Public Transportation Corporation
Shaun Stromberger • Procurement Manager
1501 West Washington Street • Indianapolis, In. 46222
Tel: 317.941-8891 • Fax: 317.266.9163 • email: sstromberger@indygo.net

		BASE WORK				VARIATIONS			TOTALS				NOTES
#	MONTEBELLO SPEC	HOURS	LABOR	PARTS (TAXABLE)	PARTS (ADA)	VARIATION (LABOR)	VARIATIONS (PARTS - TAXABLE)	VARIATION (PARTS - ADA)	TOTAL LABOR (includes variation)	TOTAL PARTS (includes variation & ADA)	TAX @ 9.5% (TAXABLE PARTS ONLY)	TOTAL	
1	Body Damage	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	included in body exterior
2	Underbody	40	\$3,600.00	\$369.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,600.00	\$369.00	\$35.06	\$4,004.06	
3	Structural Members	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	included in underbody
4	Mud Flaps & Splash Aprons	1	\$90.00	\$246.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	\$246.00	\$23.37	\$359.37	
5	Corrosion Protection	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	included in body exterior
6	Air System	72	\$6,480.00	\$7,138.00	\$0.00	-\$75.00	\$0.00	\$0.00	\$6,405.00	\$7,138.00	\$678.11	\$14,221.11	
7	Climate Control System	120	\$10,800.00	\$12,210.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,800.00	\$12,210.00	\$1,159.95	\$24,169.95	
8	Suspension	80	\$7,200.00	\$3,567.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,200.00	\$3,567.00	\$338.87	\$11,105.87	
9	Shocks	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	included in suspension
10	Bellow Assemblies	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	included in suspension
11	Axle Stops & Bumpers	16	\$1,440.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,440.00	\$3,000.00	\$285.00	\$4,725.00	
12	Leveling Valves	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	included in suspension
13	Warranty	0	\$0.00	\$0.00	\$0.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00	
14	Axles, Steering and Wheels	24	\$2,160.00	\$2,252.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,160.00	\$2,252.00	\$213.94	\$4,625.94	
15	Brakes	32	\$2,880.00	\$3,075.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,880.00	\$3,075.00	\$292.13	\$6,247.13	
16	Air Valves & Hoses	4	\$360.00	\$1,242.00	\$0.00	\$0.00	\$240.00	\$0.00	\$360.00	\$1,482.00	\$140.79	\$1,982.79	
17	Slack Adjusters	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	included in brakes
18	ABS System	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	included in brakes
19	Brake & Air System Testing	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	included in brake and air valve
20	Interior	160	\$14,400.00	\$7,400.00	\$0.00	\$0.00	\$3,358.00	\$0.00	\$14,400.00	\$10,758.00	\$1,022.01	\$26,180.01	
21	ADA & Safety Accommodations	6	\$540.00	\$750.00	\$750.00	\$0.00	-\$25.00	\$0.00	\$540.00	\$1,475.00	\$68.88	\$2,083.88	
22	Interior Lighting	8	\$720.00	\$1,600.00	\$0.00	\$0.00	-\$1,600.00	\$0.00	\$720.00	\$0.00	\$0.00	\$720.00	
23	Destination signs, PA, Camera system & Wiring	32	\$2,880.00	\$6,936.00	\$5,564.00	\$0.00	\$0.00	\$0.00	\$2,880.00	\$12,500.00	\$658.92	\$16,038.92	
24	OEM Floor and Floor Covering	160	\$14,400.00	\$6,027.00	\$0.00	\$0.00	\$1,100.00	\$0.00	\$14,400.00	\$7,127.00	\$677.07	\$22,204.07	
25	Automated Mileage/Fuel Data logger	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	included in Propolsion
26	Ceiling and Wall Panels	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	included in interior
27	Body Exterior	120	\$10,800.00	\$10,447.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,800.00	\$10,447.00	\$992.47	\$22,239.47	
28	Bicycle Racks	0	\$0.00	\$0.00	\$0.00	\$0.00	-\$300.00	\$0.00	\$0.00	-\$300.00	-\$28.50	-\$328.50	included in body exterior
29	Rubber Wheel well Molding	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	included in body exterior
30	Exterior Lights	16	\$1,440.00	\$2,402.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,440.00	\$2,402.00	\$228.19	\$4,070.19	
31	Rub rails and Molding	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	included in body exterior
32	Roof Hatches	1	\$90.00	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	\$45.00	\$4.28	\$139.28	
33	Air Deflectors	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	included in interior
34	Ramp Replacement	32	\$2,880.00	\$0.00	\$5,118.00	\$0.00	\$0.00	-\$2,200.00	\$2,880.00	\$2,918.00	\$0.00	\$5,798.00	
35	Painting	32	\$2,880.00	\$7,500.00	\$0.00	\$4,990.00	\$0.00	\$0.00	\$7,870.00	\$7,500.00	\$712.50	\$16,082.50	
36	Propolsion System & Electrical Control Panels	1212	\$109,080.00	\$297,225.00	\$0.00	\$0.00	\$4,933.00	\$0.00	\$109,080.00	\$302,158.00	\$28,705.01	\$439,943.01	
X	Delivery	0	\$0.00	\$0.00	\$0.00	\$350.00	\$0.00	\$0.00	\$350.00	\$0.00	\$0.00	\$350.00	
X	Depot Charging Panel	0	\$0.00	\$0.00	\$0.00	\$0.00	\$6,245.00	\$0.00	\$0.00	\$6,245.00	\$593.28	\$6,838.28	
X	Installation of Deport Charging Panel	0	\$0.00	\$0.00	\$0.00	\$4,566.83	\$0.00	\$0.00	\$4,566.83	\$0.00	\$0.00	\$4,566.83	power source possible additional charge
		2168	\$195,120.00	\$373,431.00	\$11,432.00	\$69,831.83	\$13,951.00	-\$2,200.00	\$264,951.83	\$396,614.00	\$36,801.29	\$698,367.12	

\$579,983.00

\$81,582.83

\$661,565.83

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: Update Governor's Office of Emergency Services Form 130

DATE: April 25, 2018

RECOMMENDATION

That the City Council authorizes the Acting City Manager to execute the completion of the State of California-Governor's Office of Emergency Services (Cal-OES) Form 130 (attached); and the City Council representatives to confirm the document, and approve a resolution regarding the authorization, execution, and confirmation of official documents, to be provided to the State of California-Governor's Office of Emergency Services (Cal-OES).

BACKGROUND

Every three (3) years, the State of California-Governor's Office of Emergency Services (Cal-OES) expects local jurisdictions to update a selection of forms, in order to be provided with funds via reimbursements, and/or grants, including disaster recovery funds. The current Form 130 has not been updated and provide to the State of California-Governor's Office of Emergency Services (Cal-OES) since 2011.

Form 130 identifies the authorized agents for the agency, when financial assistance under Public Law, the Stafford Disaster Relief and Emergency Assistance Act, and the California Disaster Assistance Act are utilized.

The current need to process this Form 130 relates to the Federal Emergency Management Agency (FEMA), disaster 4305, identified as the rainstorms of Spring 2017, in which the City of Montebello encountered damages, and requested recovery funds. With the completion of this form, the Emergency Manager for the City of Montebello, can continue the recovery project and receive the funds on behalf of the City of Montebello.

ANALYSIS

As the Fire Department serves as the Emergency Management agency for the City of Montebello, the analysis of this request is to place the Acting City Manager, the Fire Chief, and the Fire Marshals names as the authorized agents of the City of Montebello.

FISCAL IMPACT

There is no fiscal impact related to this updating of forms.

SUMMARY

The City Council will consider approving the updating of Form 130, and preparing the required resolution for submittal to the State of California-Governor's Office of Emergency Services (Cal-OES).

ATTACHMENTS

Form 130 (prepared)
Resolution

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE City Council OF THE City of Montebello
(Governing Body) (Name of Applicant)

THAT Andrew Pasmant, OR
(Title of Authorized Agent)

Fernando Pelaez, OR
(Title of Authorized Agent)

Kurt Johnson
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Montebello, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Montebello, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- ☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 25th day of April, 20 18

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Irma Barajas, duly appointed and City Clerk of
(Name) (Title)

City of Montebello, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the City Council of the City of Montebello
(Governing Body) (Name of Applicant)

on the 25th day of April, 20 18.

(Signature)

City Clerk
(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."

RESOLUTION No. 18-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBLELO
RECOGNIZING THE STATE OF CALIFORNIA-GOVERNORS OFFICE OF
EMERGENCY SERVICES, FORM 130 FOR DESIGNATION OF AUTHORIZED
AGENTS FOR NON-STATE AGENCIES**

WHEREAS, the City of Montebello-Fire Department has applied for Federal Emergency Management Agency (FEMA) and State of California, Governor's Office of Emergency Services (Cal-OES) funding reimbursement for the California Severe Winter Storms, Flooding, and Mudslides, which occurred in January 2017; and

WHEREAS, the State of California, Governor's Office of Emergency Services requires that all non-State agencies have a current Form 130 on file, and for it to be updated every three years; and

WHEREAS, the Form 130 requires the City of Montebello to designate three individuals to serve as authorized agents to engage with FEMA and Cal-OES regarding grant applications and reimbursement.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEBELLO, AS FOLLOWS:

SECTION 1. That the City Council of the City of Montebello does hereby designate Acting City Manager Andrew Pasmant, Fire Chief Fernando Pelaez, and Fire Marshal Kurt Johnson as the three designated individuals to serve as the authorized agents to engage with FEMA and Cal-OES regarding grant applications and reimbursement.

SECTION 2. That the City Council of the City of Montebello sign the Form 130 and this resolution.

SECTION 3. That the City Clerk of the City of Montebello sign the Form 130 and this resolution.

PASSED, APPROVED, AND ADOPTED this 25th day of April 2018.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MONTEBELLO

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing Resolution No. 18-XX as duly regularly approved and adopted by the City Council of the City of Montebello at a regular meeting held on the 25th day of April 2018, approved by law b the following vote:

AYES:	Councilmember:
NOES:	Councilmember:
ABSTAIN:	Councilmember:
ABSENT:	Councilmember:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the 25th day of April 2018.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: Andrew G. Pasmant. Acting City Manager

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

SUBJECT: A Request to Accept as Complete – Televising and Rating of Existing Conditions of 20% of City Sanitary Sewer System Project, Bid # 17-5, CP 845.

DATE: April 25, 2018

RECOMMENDATION

That the City Council accepts as complete the Project known as “Televising and Rating of Existing Conditions of 20% of City Sanitary Sewer System (Including Possible Cleaning and Draining as Needed) Bid # 17-5, CP 845, Fiscal Year 2016/2017,” (the “Project”), and authorize the City Clerk to process the Notice of Completion.

BACKGROUND

On April 11, 2017, the City received three bids to complete the required scope of work for this Project. Tunnelworks Services, Inc. (“Tunnelworks”) submitted the lowest responsive bid for a total amount of \$75,125.00.

On May 10, 2017, the City Council awarded a contract for the Project to Tunnelworks, allocated a 30% project contingency (for a total project budget \$103,396) and authorized the City Manager to execute the contract.

The Project consisted of televising and rating the condition of sewer pipe from manhole to manhole. Tunnelworks has provided the City with tabulation sheets and UBS Drives with the results of the televising and rating for approximately 94,000 linear feet of sewer. In addition to cleaning and draining of clogged sewer lines and root impacted lines (at a cost of \$4,807.24), they also replaced an eight foot segment of broken 6” sewer line at intersection of 4th Street and Lincoln Avenue as a change order for an additional cost of \$11,900. The total combined amount of change orders was \$16,707.24.

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 will be released to the contractor thirty-five (35) days after recordation of the Notice of Completion.

ANALYSIS

The Contractor completed construction of this project on February 2, 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.

At a future City Council meeting, staff will present the findings and of this Project, as it relates to the condition of the City's Sewer System.

FISCAL IMPACTS

This project was funded with General Fund Reserves in the amount of \$103,936. The project had a savings of \$5,830.76 (or approximately 6%).

The Project Budget.....		\$103,936.00
\$ 6,273.00	Construction Management & Inspection	
\$ 75,125.00	Construction Contract Cost	
<u>\$ 22,538.00</u>	<u>30% Contingency</u>	
\$ 103,936.00	Total	
Project Total Expenditures.....		\$ 98,105.24
\$ 6,273.00	Construction Management & Inspection	
\$ 75,125.00	Contract Award	
<u>\$ 16,707.24</u>	<u>Construction Change Orders</u>	
\$ 98,105.24	TOTAL	

The Project was completed within budget, with a savings of \$5,830.76 (in General Fund), which is approximately 5.6%.

SUMMARY

The City Council will consider accepting as complete the Televising and Rating of Existing Conditions of 20% of City Sanitary Sewer System Project (Including Possible Cleaning and Draining as Needed) Bid # 17-5, CP 845, Fiscal Year 2016/2017, and authorize the City Clerk to process the Notice of Completion.

ATTACHMENTS

Notice of Completion

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 February 2, 2018. The general scope of work consisted of Televising and Rating of Condition of 20% of City Sanitary Sewer System Including Possible Cleaning and Draining as Needed.

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

May 10, 2017

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

(Date of Contract)

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: Televising and Rating of Condition of 20% of City Sanitary Sewer System Including Possible Cleaning and Draining as Needed, CP 845, Bid # 17-5, FY 2016-2017

Samuel T Kouri, City Engineer, City of Montebello

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

VERIFICATION

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

Executed on _____, 2017 at City of Montebello, Montebello, CA.

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

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

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

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

If the ownership is in two or more persons as joint tenants or tenants 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 City Council

FROM: Andrew G. Pasmant. Acting City Manager

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

SUBJECT: A Request to Accept as Complete – Various Street Improvement Project (2nd, 3rd, 5th, and Markland Drive) Bid # 18-8, CP 852

DATE: April 25, 2018

RECOMMENDATION

That the City Council accepts as complete Various Street Improvement Project (2nd, 3rd, 5th, and Markland Drive) Bid # 18-8, CP 852, Fiscal Year 2016/2017, and authorize the City Clerk to process the Notice of Completion.

BACKGROUND

As part of FY 2016-2017 Capital Improvement Budget, a total of \$392,013.00 of Measure R Funds was appropriated for street improvements (including engineering, inspection, and construction services) on 2nd Street and 3rd Street from Beverly Boulevard to Victoria Avenue, 5th Street Victoria Avenue to Lincoln Avenue, and Markland Drive from Via Campo to North City Limits.

The City Council, at its meeting of October 25, 2017 awarded a contract for Various Street Improvement Project, CP 852, Bid # 18-8, Fiscal Year 2016-17, to Sequel Contractors, Inc. in the amount of \$273,212.00, and authorized the City Manager to execute the contract.

The Project consisted of removing and reconstructing 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, root pruning of trees, traffic striping, pavement markings, curb painting, and installation of traffic loops. 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 March 27, 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:

\$ 24,500.00	Design Phase (Plans, Specifications, & Estimate)
\$ 9,500.00	Topographic Survey
\$ 14,200.00	Geotechnical Investigation
\$ 8,750.00	Project Management
\$ 21,000.00	Construction Management & Inspection
\$ 259,260.84	Construction Contract Cost
\$ 337,210.84	TOTAL

The Project was completed within budget, with a savings of \$54,802.16 (in Measure R) which is approximately 14%.

FISCAL IMPACTS

This project is funded with Measure "R" funds. There is no impact on the General Fund.

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 March 27, 2018. The general scope of work consisted of removing and reconstructing of damaged concrete sidewalks, damaged driveways, damaged curb and gutters curb ramps, cold milling of existing A.C. pavement and overlaying A.C., root pruning of trees, traffic striping, pavement markings, and traffic loops installation.

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

October 25, 2017

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

(Date of Contract)

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: Various Street Improvements Project (2nd and 3rd street from Beverly Blvd. to Victoria Ave., 5th Street from Victoria Ave. to Lincoln Ave., and Markland Drive from Via Campo to City Limit, CP 852, Bid # 18-8, FY 2016-2017

Samuel T Kouri, City Engineer, City of Montebello

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

VERIFICATION

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

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

Executed on _____, 2017 at City of Montebello, Montebello, CA

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

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

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

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

If the ownership is in two or more persons as joint tenants or tenants 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 City Council Members

FROM: Andrew Pasmant, Acting City Manager

BY: David Sosnowski, Director of Recreation & Community Services

SUBJECT: Family Fest Street Fair

DATE: April 25, 2018

RECOMMENDATION

That the City Council approves of a co-sponsored event, The Montebello Family Festival Street Fair Event in conjunction with L.A. PartyWorks and Angry Horse Brewing.

BACKGROUND

L.A. PartyWorks and Angry Horse Brewery approached the City of Montebello with an idea to host a Family Fest event on Whittier Blvd. The applicant submitted a Temporary Use Permit in early April to inquire about the possibilities of such an event being approved by the City and asked the City to co-sponsor the event based off the community benefit the event would generate.

The event would include a vendor's fair, farmer's market, entertainment, kids' zone music and food vendors.

The Family Fest would require a closure of Whittier Blvd. from 3:00 to 10:00 p.m. from Montebello Blvd. to 5th Street. The event would be from 5:00 to 9:00 p.m.

ANALYSIS

L.A. Party Works and Angry Horse Brewing would be required to comply with all terms, conditions and inspections from all City Departments including, but not limited to, paying for two (2) police officers from Montebello Police Department, up to six (6) additional private security officers, providing a street closure and route plan, notification to the public regarding the street closures via electronic messaging boards, providing vehicles to block intersections and providing Liability Insurance naming the City of Montebello as additionally insured.

The applicants are asking that the City of Montebello waive Temporary Use Permit Fees and Inspection Fees.

The date of the event is to be determined and conditioned on the approval of all City Departments. The first proposed date for the event would be Friday, May 25th or a future Friday or Saturday evening.

FISCAL IMPACT

The waiving of Temporary Use Permit fees and Fire Department Inspection fees are in-kind services valued at \$131 and \$465, respectively.

SUMMARY

The City Council will consider approving a co-sponsored Family Fest and Street Fair with L.A. PartyWorks and Angry Horse Brewing with the date to be determined.



City of Montebello

Temporary Use Permit Application

Date: 04 / 02 / 2018
Fee: _____

Permit Type: _____
Application Number: _____

Organization: Angry Horse Brewing and LA PartyWorks

Address: 603 W. Whittier Blvd., Montebello, CA 90640

Phone: (323) 828-2672 E-Mail: nmccusker@angryhorsebrewing.com

Location/Address of Activity: Whittier Blvd between Montebello and 5th street

Date(s) and Time(s) of Activity: May 25th, 2018

Description: The Montebello Family Festival. See attached proposal

*Please include a site plan or aerial and include enough information that adequately shows the above activity and its description that may include traffic circulation, parking and security where applicable.

SIGNATURES – I, the undersigned owner (or authorized agent) of the property herein described, hereby make application for approval of the plans submitted and made a part of this application in accordance with the provisions of the City Ordinances, and I hereby certify that the information given is true and correct to the best of my knowledge and belief. I hereby certify that this application and supporting submittals is an application for a development permit and therefore subject to time limits for processing as established by State law. I have read all applicable sections of this application and other relevant information and understand what is required of me during this project review process.

Applicant: _____ Date: _____

Business Owner: Nathan McCusker, Desert Brothers Craft CEO Date: 04 / 02 / 2018

Property Owner: _____ Date: _____

FOR CITY COMPLETION: Parcel No: _____

Date Application/Fee received: _____ Amount Fee Paid: _____

Received by: _____ File Number: _____

Approved by:		
Administration: _____	Date: _____	Conditions: _____
Planning Division: _____	Date: _____	Conditions: _____
Building Division: _____	Date: _____	Conditions: _____
Fire Department: _____	Date: _____	Conditions: _____
Police Department: _____	Date: _____	Conditions: _____
Public Works Department: _____	Date: _____	Conditions: _____
Parks & Recreation: _____	Date: _____	Conditions: _____

*Conditions are attached to this application and permit once issued.

- It is understood that any permit issued pursuant to this application will not grant any right or privilege to use any building or land contrary to the provisions of law or of any ordinance of the City of Montebello. All provisions of law and of ordinance governing the use of the aforesaid building or land will be complied with, whether specified or not.
- The applicant or any interested aggrieved person may appeal the determination of the Director of Planning & Community Development or the Planning Commission within ten (10) calendar days from the date of such determination. All appeals must be filed within ten (10) calendar days after the decision of the Director of Planning & Community Development or Planning Commission. The appeal must be in writing. The required appeal fee as adopted by the City Council must accompany an appeal to the Planning Commission of a decision of the Director of Planning & Community Development or an appeal to the City Council of a decision of the Planning Commission or it will be considered incomplete. Prior to submitting your appeal, please check with staff regarding the amount of the appeal fee due. A Building Permit will not be issued until after this 10-day appeal period. If an action of the Commission is appealed, the City Council will hear the appeal and render a final decision.
- I understand that the requested approval is for my benefit (or that of my principal). Therefore, if the City grants the approval, with or without conditions, and that action is challenged by a third party, I will be responsible for defending against this challenge. I therefore agree to accept this responsibility for defense at the request of the City and also agree to defend, indemnify and hold the City harmless from any costs, claims or liabilities arising from the approval, including, without limitation, any award of attorney's fees that might result from the third party challenge.
- The applicant and property owner hereby grant permission for City staff to enter and inspect the subject property as required to evaluate this application.



City of
Montebello

Montebello Saturday Night Street Fair Proposal

By

PARTYWORKS
I N T E R A C T I V E

Montebello City Council

To The Montebello City Council,

First let me extend my thanks and gratitude for the ability to bid on bringing back the Montebello Street Fair. My business philosophy is simple – give people an experience they will treasure, exceed expectations and support the community. My goal is that after you read the following proposal you will see how pillars flow throughout our proposal and ultimately through our implementation.

Through the years, I have discovered how the Fair went through various life cycles and strongly believe that through PartyWorks stewardship we can return the Fair back to a must-go to event for our community and guests. Through improved event management, programming, vendor relations and marketing we can bring back the Fair for the community.

Through this proposal, I intend to outline how we can produce the Fair while maintaining an efficient and capable infrastructure to ensure that the Fair runs smoothly, on time, safely and within all of the city's compliance needs.

As you read through this proposal and see our vision we hope that you can come by our warehouse in South El Monte, meet our staff, see our equipment, and how we operate. If you have any questions or need supplemental information please do not hesitate to call or email us.

Sincerely,

Erik Elkaim
President
PartyWorks USA

TheVision

To create a unique event for the community of Montebello.

- Vision for the Fair

TheFair should be the touching point for all of Montebello's citizens and guests. To achieve this PartyWorks plans to create a community platform, which can be used by all, to support Montebello. We intend to curate the Street Fair to be full of enticing vendors and captivating entertainment. We plan to create the Fair by creating a central stage, installing eating areas and providing a fun kids zone. With themed events, contests, and fun promotions the Montebello Street Fair will become a regional draw for Montebello.

Our first goal is to make the Montebello Fair a safe event for the community. That requires three main items to start – cleanliness, safety, and organization. All of our staff and security will be uniformed so that they will be easy to spot and visible at all times and will be trained to work as an organized work force with a set process procedure to set-up, manage and wrap up each event. Established protocols, adequate signage and easy to use instructions will be created to ensure that all vendors can set-up and breakdown quickly to minimize street closures and resume business back to normal. All new branded signage and directional navigation posters will be easily seen to help vendors and attendees get where they want to go.

The major goal is to make the Fair a place the community wants to go. By creating a central stage, we plan to make the Fair the community's tool for highlighting its youth groups, community organizations and business leaders. Installing the kid zone and developing programs for kids of all ages will make the Fair a true whole family event.

- Time

The Fair will be open from 3:00pm to 8:00 pm during the summer months.

Certified Farmers Market



The entertainment, equipment, booths is all modular and can be dropped in to place for the best traffic flow scenario.

- Certified Farmer's Market

The farmers market will be a California Certified Farmer's Market and be run in accordance with local, county and state agricultural laws to enforce Good Agricultural Practices. Per California law, PartyWorks will comply with bill AB1872 which mandates that the Farmers Market vendors will be grouped together in a clearly well defined marketing area and follow Small Farm Food Safety Guidelines.

- **Governance**

Per California state code, Certified Farmer's Markets must be run by a city, non-profit or certified producer. We are assuming that the Montebello City Council can sponsor the market.

- **Certified Producers – Farms, Plants**

We plan to actively pursue a variety of local or regional farms to support our Fair. From mushrooms, to salad greens, from apples to jalapenos the Fair should have a wide assortment of fresh produce for sale. The Fair needs to increase the quality and variety of its market vendors to be respected as a true farmers market. All farmers will have to have necessary signage and certificates to be eligible for inclusion.

- **Certified Market Vendor Fees**

Certified Market Vendors will be charged a tiered booth rate depending on sales and a \$2.00 California Department of Food and Agriculture (CDFA) charge. As of January 1, 2015 the CDFA requires all certified markets to pay \$2.00 per vendor per day selling in a certified market (this includes all food, agriculture and craft/service booths that are engaged in selling).

Prepared and Non-Certified Food Vendors

The balance of the Fair will be considered separate from the Certified Farmer's Market. All the following vendors will be listed as non-certified and covered by the department of health.

- **Prepared Foods**

From baked goods to ceviche, from pizza to noodles; the sights and smells of a working market captivate street Fair attendees. The crackling of kettle corn, the aroma of fresh espresso, steaming tamales and pastry treats are what attracts Fairgoers and keeps them there. A place to sample multiple cuisines, try new desserts should all be easily accessible and promoted. Prepared foods should be specialty items served take-out style and not consist of a full dinner so that they do not directly compete with local eateries. PartyWorks will enforce all Department of Environmental Health guidelines making sure each vendor adheres to the necessary codes.

- **Vendor Promotion**

PartyWorks wants to be an active partner in promoting vendors at the Fair. PartyWorks plans to create shopper incentive programs, working with vendors to offer specials, repeat customer discounts or prepaid discounted vouchers. Additionally all vendors will be listed on the Fair website.

- **Seating & Tables**

PartyWorks will set up eating areas and seating so that attendees can shop, eat and enjoy the Fair. Having eating areas will help support the vendors and local eateries as we develop a more communal atmosphere where people can grab food from a number of vendors and eat side-by-side enjoying their meal.

- **Vendor Fees**

Similar to Certified Market Vendors, Vendors offering prepared food will be charged a tiered booth rate depending on sales and a \$2.00 California Department of Food and Agriculture (CDFA) charge.

Kid / Youth Zone

One of the main attractions of the Fair is the kids area.



- **Look & Feel**

The kids' zone may be the most important part of the Fair for a young family. The zone must meet the parents standard if they will ever return. Professionalism, safety and cleanliness are of utmost concern. Trained uniformed staff will supervise all attractions. Further all equipment will be cleaned and outfitted with proper safety guidelines. See exhibit for existing look and feel compared to planned look and feel.

Amusements & Inflatables

A major part of the excitement of going to a Fair as a kid is going on rides! Kids want both the familiar rides that they are used to coupled with the thrill of seeing something new. PartyWorks plans to rotate a number of attractions to meet this balance. With over 250 inflatables, rock climbing walls and small OSHA approved and inspected mechanical rides at our warehouse, we plan to cycle through attractions to constantly refresh the zone.

- **Fees**

PartyWorks will charge a reasonable designated rate time and a per ride rate to use the attractions.

Non-Food Vendors

Quality vendors are another key component in Monrovia's Street Fair. From local artisans to local businesses the Saturday Night Fair is a great place for merchants to showcase and sell their products. All vendors must be of artisan quality or professional service organizations.

- **Local Merchants Priority**

All Local Montebello merchants who would like to become vendors will get priority.

- **Quality Merchandise Vendors**

The goal of the Fair is to promote artisans and craft makers. The Fair should promote unique items rather than mini swap-meet type booths. PartyWorks will actively search out local and regional vendors and encourage them to join the Fair.

- **Professional & Service Organizations:**

The Fair also should have professional and service organizations in attendance. Local newspaper and cable companies to service practitioners should be welcome vendors at the Fair. (not listed in RFP).

- **Vendor Fees**

Vendors will continue to be charged a flat booth rate plus a \$2.00 California Department of Food & Agriculture (CDFA) charge. Booths that are merely informational or not selling a product can waive the \$2.00 fee.

Entertainment

PartyWorksplans to create a central open stage for entertainment. This stage will be a key part of the Fair and a great tool for spreading information. With a central stage and smaller stages throughout the Fair there will be more places for Fairgoers to be entertained. The main stage will be vital for proclamations, community and youth presentations and live music. By placing the stage in the center of the Fair coupled with tables and seating it will become a focal point driving traffic, allowing for promotion and giving the Fair a more inclusive feel. A main stage will also provide a venue for speakers, promotions, and other marketing programs.

- **Public Information**

The main stage will be open for public information from the City. Proclamations, awards, and introductions could be done in front of the community. Imagine the highlight of the winning little league team champion honored, or recognition of volunteer service in front of family and friends and the Montebello community.

- **Community & Youth Presentations**

From music to dance recitals, from a scene of a play to karate, the main stage will provide a vehicle for locals to showcase their talents and skills.

- **Live Entertainment**

Throughout the Fair live entertainment will be featured. From live music to a local guitarist, DJ or singer. We believe that live entertainment should be placed throughout the Fair with bands or larger groups reserved for the main stage location. All entertainers will have to comply with proper sound levels and be suitable for family entertainment.

Promotion & Marketing

A key measure to success is marketing and promotion for the Saturday Night Fair

- **Website**

Through PartyWorks in-house graphic department a dedicated Saturday Night Fair website will be created and will contain all key information about the Fair including a map, hours, parking, list of vendors, main stage entertainment and schedule, and more. For vendors the site will have all booth requirements, information, application forms, a certificate document uploading portal and payment processor.

- **Social Media**

Facebook, instagram and twitter will be utilized to build awareness and community involvement. Online contests and promotions will be created to drive traffic and excitement at the Fair.

- **Public Relations**

When applicable PartyWorks will send out press releases get the Fair in the news and promoted via traditional media. PartyWorks will actively pursue sending out general press releases to get the Fair in the news or featured in broadcast, print and electronic media outlets. We will also be making the Stage available for marketing promotions and sponsorships that are in line with the Montebello community.

- **Community Forum**

Utilizing the main stage as a community resource, PartyWorks believes that these groups will work as promoters encouraging their respective groups to come to the Fair to see their members on stage.

- **Updated Look and Feel**

Rebranding the Fair with a new logo and supporting graphics will notify attendees that the Fair has improved and is being updated. Consistent signage will also improve attendee perception of the event.

Third Party Sponsorship

The Fair will be crafted for sponsorship opportunities.

- **Sponsorship Areas and Zones**

We believe that sponsorship opportunities should be made available for stages, zones and other elements of the Fair. We believe that large Montebello corporations do not have a venue to be a part of the Fair and yet our vital to the community. Additionally the Fair and its corresponding demographics may lead to both regional and national companies willing to lend support.

Philanthropy

Giving Back to the community is a core value of PartyWorks. Every year PartyWorks donates tens of thousands of dollars worth of goods to local groups.

- **Vision**

We believe that the Fair should be used to promote non-profit causes. Giving back and helping groups should be a central mission of the Fair.

- **Stage – Awareness & Recognition Programs**

Each month as the city selects a non-profit to support the Fair can use the main stage to showcase the award and spread information.

- **Raising Dollars**

PartyWorks plans to roll out programs to support designated non-profits. Using discounted vouchers or creating a donate your change program, PartyWorks plans to build and manage innovative ways to raise both money and awareness for our community partners

- **Non-Profit Vendors**

Non-profits that are handing out information and not selling will be given booths or table display locations at nominal charge. Non-profit that are selling merchandise will get a discounted booth rate and will be charged the \$2 California Agriculture Department vendor charge.

Parking & Street Closure

Working with the city, PartyWorks plans to create protocol to handle no parking zone, street closures and limited vehicle access for booth set-up and breakdowns.

- **Signage & Barricades**

PartyWorks will create signs for every street entry that is to be closed coupled with a barricade. All signage will be designed to be easily read, understood and marked with the Fair Logo.

- **Street Closure**

At 2:00 pm PartyWorks will close all the streets that are being affected, PartyWorks will place street barricades that will be clearly marked with Street Closed – Do Not Enter. Each street will have both a sign and a barricade with a sign. All signs will also have the Fair logo and street closure timelines.

- **Vendors**

All vendors will have instructions on where to park, where they can drive so that we can minimize vehicle use during set-up and breakdown. Vendors will be given a designated parking area.

- **Safety**

PartyWorks employees and security will manage set-up and street openings to help maintain proper protocol and to alleviate any troubles if they arise.

Cleanliness & Safety

Critical to the success of the Fair is that all attendees feel welcome. Cleanliness, safety and accessibility are required to make this work.

- **Security Guard**

PartyWorks plans to employ multiple licensed bonded security guards to monitor the Fair (depending on Fair size, minimum of 6 guards) and per city needs 2 Police personnel. Working with the local city security, the police department and fire department, PartyWorks Security will be able to handle any type of situation.

- **Communications**

All security will be outfitted with methods of two-way communications to get additional help as warranted.

- **Visibility**

All security personnel will be uniformed and visible. The security guards will be walking the Fair so that there is awareness and visibility to be a deterrent. Security will also be checking the alleys and side entrances and paths to parking lots to further the security of the attendees.

- **First Aid**

All PartyWorks staff and security are trained in emergency first aid, CPR and emergency protocol.

- **Waste Disposal**

At the end of the Fair PartyWorks will pick up all refuse and dispose of it in supplied bins.

- **Bathrooms**

PartyWorks will have at least 4 portable bathroom stalls and a hand washing station at the Fair. PartyWorks will provide more bathroom stalls as needed. One quarter of the stalls will be handicap accessible. Bathrooms will be placed within 200 feet of the farmers market and eating area as required by code.

- **ADA**

PartyWorks adheres to all ADA requirements.

Power Cleaning – Grease & Other Spills

While vendors are required to clean after themselves. PartyWorks will bring cleaning materials and be prepared for unfortunate events. A pressure washer will be available to handle any incidents. PartyWorks will also have additional cleaning supplies and absorbents available to handle an assortment of spills.

Electrical

PartyWorks will bring in portable generators, splitters and all cabling needed to power the Fair.

- **Generators**

PartyWorks will bring in generators to power the Fair for a portion of the fair that needs electrical support.

- **Splitters & Cabling**

Power for the generators will be distributed throughout the Fair with the use of splitters and cables. PartyWorks uses high-quality lunch box splitters and quality cables to minimize electrical troubles and potential liabilities (see Exhibit B). All of PartyWorks equipment is certified within code and OSHA compliant.

- **Coverings**

All cabling will be covered by cable runners to minimize any attendee traffic concerns. Cones and markings will be placed to highlight any uneven walkways.

- **Dedicated Power Supply**

PartyWorks would prefer to utilize existing power drops to minimize the need for generators to increase efficiency and lower costs. PartyWorks will explore using existing city or private electrical sources and may pursue getting their own dedicated power drops.

With more than 20 years of event experience PartyWorks is ready for a weekly Fair. Currently preferred vendors for Santa Anita Race Track, Rose Bowl, Knott's Berry Farm, LA Live, LA Kings and many more.

- **Business History**

We are a turnkey special events company, specializing in interactive entertainment since 1987! The corporation was founded by Eric Elkaim (award winning member of the Magic Castle, Hollywood, CA.), and is currently based in the city of South El Monte, California.

For over 20 years, PartyWorkshas been at the forefront of new concepts, ideas, and technologies within the industry. It has dedicated itself to bringing premium rides, games, entertainment, and attractions to special events, and takes pride in having the greatest in-house staff in the industry. Each associate has been hand picked for his or her people skills, dedication to hard work, and conscientiousness towards the client's needs and wants.

The corporation's success has been built and established upon one fundamental point—Service! We are fully knowledgeable of our client's needs and expectations, and as such, we leave nothing to chance as to the quality of a performance or event. Both performers and crew personnel have strict guidelines and protocol by which they must abide and adhere to when working with clients and the public. This includes attire (uniforms), language (no fraternization or profanity before and after an event), a "No Drugs or Alcohol" policy (zero tolerance), and good communication before and after a performance.

- **Key Fair Employees**

Eric Elkaim, Event Producer

David Nemetz, Market Manager

- **Graphics & Signage**

PartyWorks maintains an in-house graphic department and print department including large format printers to design and fabricate all needed signage.

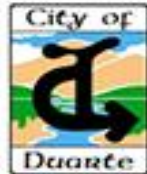
- Insurance

Partyworks will comply with all city insurance requirements including workers compensation for all employees and staff, and general liability.

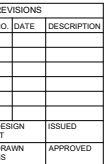
Budget Proposal – Partnership

LA Partyworks proposes to work in partnership with the Montebello City Council in providing the Street Fair. LA Partyworks is willing to run the event without charging a fee if they can run the concessions of the event.

The following are few of the cities PartyWorks has produced events for:







603 West Whittier Blvd,
Montebello, CA 90640

Sheet title:
SITE PLANS

Sheet number:
AS1.0

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew Pasmant, Acting City Manager

BY: Matthew Feske, Planning Manager

SUBJECT: SECOND READING: Ordinance Approving a Zoning Code Amendment with a Planned Development and Density Overlay Zoning Designation for Property Located at 1029 Montebello Blvd.

DATE: April 25, 2018

RECOMMENDATION

That the City Council conducts a Second Reading of an ordinance approving a zoning code amendment with a planned development and density overlay zoning designation for property located at 1029 Montebello Boulevard.

DISCUSSION

On March 6, 2018, the Planning Commission held a public hearing and adopted a Resolution recommending City Council approval of General Plan Amendment (GPA02-18), Density Overlay (DO02-18), Zone Change (ZC02-18), Planned Development (PD02-18), and Tentative Tract Map 81329 (TTM02-18) for the development of 17 townhomes at 1029 Montebello Boulevard.

On April 11, 2018, the City Council held a public hearing, took testimony, and introduced the Ordinance, waived the First Reading thereof, and scheduled the Second Reading for its meeting on April 25, 2018.

For the Ordinance to become effective is now necessary and appropriate for the City Council to approve its second reading. Additional details about the proposed project are available in the staff report and agenda materials for the City Council's meeting on April 11, 2018.

SUMMARY

The City Council will consider the Second Reading of an Ordinance approving a zoning code amendment with a planned development and density overlay zoning designation for property located at 1029 Montebello Boulevard.

ATTACHMENTS

A. Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING A ZONING CODE AMENDMENT WITH A PLANNED DEVELOPMENT AND DENSITY OVERLAY ZONING DESIGNATION FOR PROPERTY LOCATED AT 1029 MONTEBELLO BVLD

WHEREAS, the City of Montebello ("City") has received an application (ZC02-18, the "Application") to change the zoning designation of the property located at 1029 Montebello Blvd., Montebello, California (the "Property"), from R-3 (Multi-Family Residential) to include a Planned Development District zoning designation and a Density Overlay (38 units / acre) the Zone Change application has been received and accepted;

WHEREAS, the Application is submitted in connection with the proposed development of a seventeen unit townhome project on the Property;

WHEREAS, an initial study and mitigated negative declaration and associated mitigation monitoring plan have been prepared for the Project in accordance with the California Environmental Quality Act, and the same has been certified and approved by Resolution of the City Council adopted contemporaneously herewith this Ordinance;

WHEREAS, the Planning Commission has held a duly noticed public hearing, and thereafter adopted a Resolution recommending the City Council approve the Application and this Ordinance; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO ORDAINS AS FOLLOWS:

SECTION 1. INCORPORATION OF RECITALS. Based upon staff reports, presentations, the Application materials, the Planning Commission's recommendation, and such other matters presented during its consideration of this item, the City Council finds and declares that the foregoing recitals are true and correct, and incorporates said recitals fully into this Ordinance as substantive findings; and further, based on such materials, makes the additional findings set forth herein below.

SECTION 2. CEQA. An initial study and mitigated negative declaration and associated mitigation monitoring plan have been prepared for the Project in accordance with the California Environmental Quality Act, and the same has been certified and approved by Resolution No. ____ of the City Council adopted contemporaneously herewith this Ordinance.

SECTION 3. ZONE CHANGE. The City Council hereby approves the Application and Zone Change (ZC02-18), including the Planned Development District zoning designation and Density Overlay, based on the following findings of fact: the Zone Change is in compliance with the Montebello Municipal Code Section 17.76.010, in that the Zone Change is consistent with the City's General Plan, as the latter was amended by Resolution No. __ of the City Council adopted contemporaneously with this Ordinance, and further because the Zone Change furthers the public interest, convenience and necessity.

SECTION 4. ZONING MAP. City staff is hereby directed to amend the City's official Zoning Map to change the zoning designation for the Property from R-3 (High Density Residential) to R-3-PD-D-38 (High Density Residential, Planned Development, Density Overlay at 38 units per acre).

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 25th day of April, 2018.

Vanessa Delgado, Mayor

APPROVED AS TO FORM:

ATTEST:

Arnold M. Alvarez-Glasman
City Attorney

Irma Barajas
City Clerk

CERTIFICATION

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 Ordinance No. _____ was introduced on _____, 2018, and duly adopted by the City Council of the City of Montebello at their regular meeting on _____, 2018, and carried by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on this ____ day of _____ 2018.

Irma Barajas, City Clerk

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Andrew Pasmant, Acting City Manager
BY: Craig Koehler, Finance Administrator
SUBJECT: Budget Appropriation for Part Time Positions and To Update
Compensation Plan and Table of Organization
DATE: April 25, 2018

RECOMMENDATION

That the City Council 1) approves the budget appropriation for estimated payroll expenses related to part time positions in the Administration, Human Resources, and Transportation Departments and 2) approves the updated Compensation Plan and Table of Organization.

BACKGROUND

The City of Montebello's Departments of Administration, Human Resources, and Transportation are in need of additional part time staffing due to vacant frozen and unfrozen positions. The Acting City Manager is requesting a part time Administrative Analyst position in Administration to assist him. Human Resources is requesting a part time Administrative Analyst. Transportation is requesting a part time Human Resources Manager to assist with their department's needs.

ANALYSIS

In order to address internal service needs of the City, the departments of Administration, Human Resources, and Transportation are requesting the City Council approve three part time positions.

The Department of Administration needs assistance, due to the vacant Assistant to the City Manager position. In order to assist the Acting City Manager with his daily activities, he is requesting that a part time Administrative Analyst position be approved and budgeted. The cost for the remaining current fiscal year is estimated at \$9,241.

The Department of Human Resources needs assistance, due to the frozen vacant Director of Human Resources position. The department is requesting a part time Administrative Analyst position. The cost for the remaining current fiscal year is estimated at \$9,241.

The Department of Transportation needs assistance with human resources matters. The department is requesting a part time Human Resources Manager position to assist with recruitments, labor compliances, and other labor matters. This position will report to the Human Resources Department. For this current fiscal year, this position will be funded by Transit funds 75% and General Funds 25%. The cost for the remaining current fiscal year is estimated at \$18,950.

The City of Montebello Table of Organization needs to be amended to add the Human Resources Manager (Hourly) position with the hourly range of \$37.90 to \$46.07. The hourly range is consistent with the full time Human Resources Manager salary range.

FISCAL IMPACT

The estimated total cost of the additional staffing of \$37,432 will come from the General Fund (\$23,219) and the Transportation Fund (\$14,213).

SUMMARY

The City Council will consider approval budget appropriation for expenses related to additional staffing for the City of Montebello's Departments of Administration, Human Resources, and Transportation, approval of amending the Table of Organization, approval of the Human Resources Manager (Hourly) position, approval of the Compensation Plan and Table of Organization.

ATTACHMENTS

Amending Table of Organization Resolution
Exhibit A (Job Spec – Human Resources Manager (Hourly))
Budget Appropriation Resolution
Compensation Plan and Table of Organization Resolution

CITY OF MONTEBELLO RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO AMENDING THE TABLE OF ORGANIZATION, THE CITY OF
MONTEBELLO COMPENSATION PLAN AND THE CITY OF MONTEBELLO
CLASSIFICATION PLAN**

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

SECTION 1. That the Table of Organization is hereby amended to add the following:

POSITION	DEPARTMENT	NUMBER OF POSITIONS	EFFECTIVE DATE
Human Resources Manager (P/T)	Transportation	1	4/26/18
Administrative Analyst (P/T)	Administration	1	4/26/18
Administrative Analyst (P/T)	Human Resources	1	4/26/18

SECTION 2. That the Classification Plan is hereby amended to add the following job
descriptions (Exhibit A):

Human Resources Manager (Part Time)

SECTION 3. That Section 1 of Resolution No. 17-101, which established a compensation plan
for hourly positions in the City's service, is hereby amended to add the hourly range for the
following:

POSITION	HOURLY RANGE	EFFECTIVE DATE
Human Resources Manager	\$37.90 - \$46.07	4/26/18

SECTION 8. That the City Clerk shall certify to the adoption of this Resolution, shall distribute
copies to the Director of Human Resources and the Director of Finance, and the Resolution
shall become effective immediately upon its adoption.

APPROVED AND ADOPTED THIS 25th DAY OF APRIL 2018.

Vanessa Delgado, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

HUMAN RESOURCES MANAGER (HOURLY)

DEFINITION

Under direction, to plan, organize, and coordinate the employment, classification, compensation, labor relations, training, and personnel records maintenance functions of the City; to maintain citywide personnel policies and regulations; and to perform related work as required.

MANAGEMENT RESPONSIBILITY

This part time position reports to the Director of Human Resources or City Manager and serves as a Department Manager for the City's personnel and labor relations, as well as providing staff support for the Civil Service Commission, as assigned.

EXAMPLES OF DUTIES

Plans, organizes, and coordinates the City's personnel and labor relations functions; oversees recruitment and selection, classification and compensation, affirmative action, personnel records maintenance functions & employee benefits administration; develops personnel policies and administrative procedures; provides technical staff support, information, and assistance to the City Council, City Manager, Director of Human Resources, & Civil Service Commission; monitors Federal and State legislation and ensures compliance; conducts investigations related to grievances, claims of harassment, discrimination, and related subjects; participates in disciplinary investigations and makes recommendations regarding the disciplinary process; participates in meet and confer processes with employee representatives, participates in meetings and the preparation of proposals and City Council or Civil Service Commission agenda reports; participates in the preparation & implementation of MOUs; prepares and/or directs the preparation of opinion and salary and benefit studies and reports; organizes and analyzes results of total compensation studies; serves as a liaison with PERS and coordinates retirement procedures and policies, supervises and coordinates benefit administration, including active employee assistance and deferred compensation programs; reviews current benefits for enhancement and cost cutting measures; participates in meetings with benefit providers to discuss rate and other changes; oversees maintenance and conformity of personnel actions with the City's Table of Organization; assesses training needs and participates in the preparation of the annual

EXAMPLES OF DUTIES (Cont.)

training plan; approves training courses; develops internal and interagency training programs; establishes and ensures proper administration of personnel rules and policies and notification systems for personnel actions; prepares equal employment opportunity and affirmative action reports; supervises & assigns work to technical, clerical and part-time staff; may attend City Council and Civil Service Commission meetings and make presentations; develops & prepares a Department budget; participates in selection, supervision, evaluation, and job development of Department staff; develops plans and procedures for improving Department services; represents assigned Department functions with citizens, community organizations, and other government agencies; represents assigned functions with City staff and other governmental agencies, as delegated.

EMPLOYMENT STANDARDS

Knowledge of:

- Modern principles, practices, and techniques of public personnel administration.
- Principles of personnel management and public administration.
- Principles of supervision and training.
- Applicable City, County, State, and Federal laws, codes, and regulations affecting public agency personnel and labor relations procedures.
- Principles of public agency labor relations.
- Affirmative action and equal employment opportunity.
- Employee development and training.
- Functions and responsibilities of a Civil Service Commission.
- Principles of local government organization and financing.
- Budget development, preparation, and administration.
- Research methods and procedures.
- Public Employees Retirement System procedures & policies

and

EMPLOYMENT STANDARDS - (cont.)

Ability to:

- Plan, organize, and coordinate the City's employment and employee relations functions.
- Provide supervision, training, and work evaluation for staff.
- Formulate, implement, and evaluate personnel and labor relations systems and procedures.
- Interpret, explain, apply, and enforce a variety of laws, rules, and regulations.
- Develop and implement affirmative action and equal employment opportunity programs.
- Prepare the department budget and fiscal controls.
- Research, collect, and analyze information related to personnel administration functions.
- Prepare a variety of reports and presentations.
- Effectively represent the City's Employee Relations Department with concerned individuals, community organizations, and other governmental agencies.
- Establish and maintain cooperative working relationships.
- Communicate effectively orally and in writing.

and

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education: Graduation from an accredited "four" year college or university with major course work in public personnel and labor relations administration, public administration or closely related field. A Master's degree is desirable.

Work Background: Five years of progressively responsible and varied professional experience in public personnel and labor relations administration, including three years of experience in a supervisory, managerial, or administrative position.

APRIL 2018

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATION OF FUNDS FOR FUNDING PART TIME POSITIONS**

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

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

FROM		TO	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
100-2900 (General Fund Reserve)	\$23,219	100-20-200-5000.30 100-25-250-5000.30 (Salaries-Limited Hourly)	\$9,241 \$13,978
600-2900 (Transit Fund Reserve)	\$14,213	600-90-900-5000.30 (Salaries-Limited Hourly)	\$14,213

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

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

ATTEST

Vanessa Delgado, Mayor

Irma Barajas, City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO ADOPTING THE COMPENSATION PLAN AND
TABLE OF ORGANIZATION (POSITION LISTING)**

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

SECTION 1. That the City Council of the City of Montebello has determined that the following listing of positions shall be the official and prescribed position titles and if applicable in accordance with the respective range numbers pertaining thereto and herein indicated in accordance with provisions of the Montebello Municipal Code and/or the Civil Service Rules and Regulations as previously enacted by this City Council:

ELECTED OFFICIALS	MONTHLY SALARY RANGES		
City Councilmembers	1,032	-	1,032
City Clerk	695	-	695
City Treasurer	695	-	695

CLASSIFIED MANAGEMENT	MONTHLY SALARY RANGES		
Fire Battalion Chief	9,078	-	10,146
Fire Captain	6,049	-	7,599
Police Captain	11,206	-	12,521
Police Lieutenant	9,890	-	11,051
Police Sergeant	8,005	-	8,990

CLASSIFIED NON-MANAGEMENT	RANGES	MONTHLY SALARY RANGES		
Account Clerk I	41.8	2,359	-	3,011
Account Clerk II	45.3	2,804	-	3,579
Assistant Planner	49.8	3,510	-	4,480
Body Shop Mechanic (eff. 1/1/17) (1)	61.6	3,819	-	4,874
Body Shop Mechanic (eff. 7/1/17) (1)	61.7	3,934	-	5,020
Building Maintenance Tradeworker I	42.8	2,477	-	3,160
Building Maintenance Tradeworker II	44.3	2,668	-	3,405
Building Permit Technician	43.8	2,602	-	3,321
Bus Operator (eff. 1/1/17) (1)	61.4	3,128	-	3,992
Bus Operator (eff. 7/1/17) (1)	61.5	3,222	-	4,112
Clerk Typist	41.3	2,302	-	2,937

Combination Building Inspector	49.8	3,510	-	4,480
Community Services Coordinator	44.8	2,735	-	3,491
Court Liaison	44.8	2,735	-	3,491
Custodian	39.8	2,140	-	2,730
Engineering Technician	48.8	3,339	-	4,262
Equipment Mechanic A (eff. 1/1/17) (1)	61.6	3,819	-	4,874
Equipment Mechanic A (eff. 7/1/17) (1)	61.7	3,934	-	5,020
Equipment Service Worker (eff. 1/1/17) (1)	61.8	2,693	-	3,438
Equipment Service Worker (eff. 7/1/17) (1)	61.9	2,774	-	3,541
Finance Technician	49.3	3,424	-	4,369
Fire Engineer	A-F	5,076	-	6,479
		(20.9162 -		
		26.6996/hr)		
		(56 hr/week)		
Fire Inspector I	49.8	3,510	-	4,480
Firefighter	A-F	4,321	-	5,519
		(17.8073 -		
		22.7449/hr)		
		(56 hr/week)		
Golf Cart Mechanic	43.5	2,564	-	3,272
Golf Course Equipment Mechanic	49.5	3,458	-	4,413
Maintenance Worker	42.8	2,477	-	3,160
Parking Control Officer	43.8	2,602	-	3,321
Police Community Service Officer	41.8	2,359	-	3,011
Police Corporal	61.3	5,854	-	7,472
Police Dispatcher I	50.8	3,690	-	4,709
Police Dispatcher II	53.8	4,285	-	5,469
Police Officer	61.1	5,432	-	6,934
Police Records Clerk	42.3	2,417	-	3,085
Police Records Technician	44.3	2,668	-	3,405
Property & Evidence Technician	44.8	2,735	-	3,491
Risk Management Assistant	43.9	2,615	-	3,338
Secretary	44.3	2,668	-	3,405
Storekeeper (eff. 1/1/17) (1)	62.0	3,289	-	4,197
Storekeeper (eff. 7/1/17) (1)	62.1	3,387	-	4,323
Telecommunications Technician	51.3	3,783	-	4,828
Tree Trimmer	44.8	2,735	-	3,491

UNCLASSIFIED MANAGEMENT	MONTHLY SALARY RANGES			
Accounting Manager	6,569	-	7,985	
Accounting Supervisor	4,939	-	6,005	
Administrative Management Analyst	4,445	-	5,405	
Assistant City Manager	11,024	-	14,584	
Assistant Director Of Transportation	8,426	-	10,240	
Assistant Golf Course Superintendent	3,838	-	4,668	
Assistant to the City Manager	5,402	-	6,570	
Assistant Tree Maintenance Supervisor	3,644	-	4,446	
Associate Planner	5,402	-	6,570	

Building Maintenance Supervisor	4,029	-	4,902
Building Official	5,674	-	6,899
Business Manager	5,402	-	6,570
Chief Management Analyst	5,447	-	6,622
City Manager	19,584	-	19,584
Code Enforcement Manager	5,147	-	6,258
Communications Management Analyst	4,445	-	5,405
Communications Supervisor	5,147	-	6,258
Community Services Supervisor	4,233	-	5,147
Controller	7,295	-	8,865
Deputy Fire Chief	9,078	-	10,146
Deputy Fire Marshal	4,445	-	5,405
Director Of Economic Development	8,846	-	10,756
Director Of Finance	9,937	-	12,083
Director Of Human Resources & Risk Management	9,937	-	12,083
Director Of Planning & Community Development	9,937	-	12,083
Director Of Public Works	9,937	-	12,083
Director Of Recreation & Community Services	9,937	-	12,083
Director Of Transportation	9,937	-	12,083
Economic Development Manager	6,569	-	7,985
Economic Development Project Coordinator	5,402	-	6,570
Finance Services Supervisor	4,445	-	5,405
Fire Chief	10,563	-	14,084
Fire Marshal	8,347	-	10,146
General Services Manager	5,147	-	6,258
Golf Course Superintendent/Facility Manager	5,674	-	6,899
Grants & Project Administrator	5,402	-	6,570
Human Resources Manager	6,569	-	7,985
Information Systems Manager	7,456	-	9,204
Information Systems Supervisor	5,147	-	6,258
Maintenance Service Supervisor	4,029	-	4,902
Management Analyst	4,477	-	5,447
Office Manager	4,667	-	5,674
Park Maintenance Supervisor	4,029	-	4,902
Planning Manager	6,569	-	7,985
Police Chief	10,624	-	15,417
Public Information Officer	5,147	-	6,258
Public Works Manager	5,402	-	6,570
Records Supervisor	5,147	-	6,258
Recreation & Community Services Superintendent	5,674	-	6,899
Revenue Supervisor	4,445	-	5,405
Risk Management Analyst	4,445	-	5,405
Risk Manager	5,674	-	6,899
Senior Management Analyst	4,939	-	6,005

Senior Management Analyst/Strategic Planning	4,939	-	6,005
Senior Procurement Analyst	4,939	-	6,005
Shop Maintenance Supervisor	4,902	-	5,960
Street Maintenance Supervisor	4,029	-	4,902
Telecommunications Supervisor	5,147	-	6,258
Transit Administration Manager	6,619	-	8,047
Transit Dispatch Supervisor	4,029	-	4,902
Transit Finance Supervisor	5,402	-	6,570
Transit Grants & Project Administrator	5,402	-	6,570
Transit Operations Manager	6,568	-	7,984
Transit Operations Supervisor	4,902	-	5,960
Transit Stores & Facility Supervisor	4,029	-	4,902
Tree Maintenance Supervisor	4,029	-	4,902
Vehicle Maintenance Manager	7,297	-	8,871

UNCLASSIFIED NON-MANAGEMENT	RANGES	MONTHLY SALARY RANGES	
Accountant	52.3	3,976	- 5,075
Administrative Secretary	46.3	2,948	- 3,762
Administrative Secretary/CRA	46.3	2,948	- 3,762
Building Plan Checker	56.7	4,952	- 6,320
Business License Technician	45.3	2,804	- 3,579
Code Enforcement Coordinator	44.8	2,735	- 3,491
Code Enforcement Officer	49.8	3,510	- 4,480
Combination Building Inspector/CRA	49.8	3,510	- 4,480
Community Development Analyst	51.9	3,898	- 4,974
Community Development Specialist	45.8	2,875	- 3,670
Community Services Coordinator/CDBG	44.8	2,735	- 3,491
Crime Analyst	49.8	3,510	- 4,480
Economic Development Analyst/CRA	51.9	3,898	- 4,974
Information Systems Analyst	54.5	4,437	- 5,663
Information Systems Technician I	45.3	2,804	- 3,579
Information Systems Technician II	48.8	3,339	- 4,262
Personnel Analyst	51.9	3,898	- 4,974
Police Trainee	45.8	2,875	- 3,670

HOURLY CLASSIFICATION	HOURLY RANGES	
Administrative Analyst (2)	10.50	- 21.95
Administrative Analyst (2) (eff. 1/1/18)	11.00	- 21.95
Administrative Secretary	16.65	- 21.01
Building Maintenance Tradeworker	14.29	- 18.23

Bus Operator (eff. 1/1/17) (1)	14.06	-	18.03
Bus Operator (eff. 7/1/17) (1)(3)	14.48	-	18.57
Clerical Assistant (2)	10.50	-	15.95
Clerical Assistant (2) (eff. 1/1/18)	11.00	-	16.45
Code Enforcement Technician	13.03	-	15.12
Community Services Aide - SYEP (2)	10.50	-	10.50
Community Services Aide - SYEP (2) (eff. 1/1/18)	11.00	-	11.00
Custodian (2)	10.50	-	12.10
Custodian (2) (eff 1/1/18)	11.00	-	12.60
Equipment Service Worker (eff. 1/1/17) (1)	11.54	-	16.17
Equipment Service Worker (eff. 7/1/17) (1)	11.88		16.66
Field Maintenance Worker (2)	10.50	-	12.10
Field Maintenance Worker (2) (eff .1/1/18)	11.00	-	12.60
Fire Inspector	20.25	-	25.85
Golf Course Attendant (2)	10.50	-	12.55
Golf Course Attendant (2) (eff 1/1/18)	11.00	-	13.05
Golf Course Mechanic's Helper (2)	10.50	-	12.90
Golf Course Mechanic's Helper (2) (eff. 1/1/18)	11.00	-	13.40
Graphics Specialist	16.80	-	24.75
Human Resources Manager	37.90	-	46.07
Information Systems Specialist (2)	10.50	-	15.95
Information Systems Specialist (2) (eff. 1/1/18)	11.00	-	16.45
Intern (2)	10.50	-	15.95
Intern (2) (eff. 1/1/18)	11.00	-	16.45
Lifeguard	12.50	-	14.15
Maintenance Worker	14.29	-	18.23
Mechanic's Assistant	11.20	-	15.70
Park Ranger	11.45	-	16.25
Parking Control Officer	16.80	-	19.10
Police Community Services Officer (2)	10.50	-	13.45
Police Community Services Officer (2) (eff. 1/1/18)	11.00	-	13.95
Police Dispatcher	23.65	-	28.05
Police Officer	29.16	-	37.19
Police Trainee	17.05	-	21.60
Police Youth Program Coordinator	15.75	-	20.15
Pool Manager	14.95	-	17.95
Property & Evidence Technician	14.95	-	21.95
Recreation Leader I (2)	10.50	-	11.50
Recreation Leader I (2) (eff. 1/1/18)	11.00	-	12.00
Recreation Leader II	11.50	-	14.95
Recreation Leader III	12.65	-	15.60
Recreation Leader IV	15.00	-	18.45
Risk Management Assistant	13.20	-	19.25
Secretary	11.45	-	14.95

Senior Lifeguard	14.50	-	16.40
Senior Project Manager	57.33	-	69.71
Transportation Revenue Coordinator	14.30	-	18.15
Transportation Specialist (2)	10.50	-	21.95
Transportation Specialist (2) (eff. 1/1/18)	11.00	-	21.95

(1) Pursuant to SMART UTU MOU agreements

(2) Pursuant to California minimum wage order, the minimum wage will increase to \$11.00 per hour effective January 1, 2018 from \$10.50 per hour

(3) Pursuant to UTU MOU, the minimum hourly rate for all such bus drivers shall at all times be not less than 30% more than the CA minimum wage rate, $\$11.00 \times 30\% = \14.30 per hour effective January 1, 2018

SECTION 2. That the City Clerk shall certify to the adoption of this resolution, shall distribute copies to the Director of Human Resources and the Director of Finance, and the resolution shall be in full force and effect as of April 26, 2018.

APPROVED AND ADOPTED THIS 25th DAY OF APRIL 2018.

Vanessa Delgado, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

April 25, 2018

TO: Honorable Mayor and City Council
FROM: Craig A. Koehler, Finance Administrator
SUBJECT: Monthly Investment Reports-March 2018

Attached are the Monthly Investment Reports listing investments for the City and the Successor Agency as of March 31, 2018. This report is in compliance with the City's Investment policy. Government Code Section 53646b(3) requires that the City Treasurer or Chief Fiscal Officer of the City report to its legislative body the City's ability to meet its expenditure requirements for the next six months. We estimate that the City will have sufficient liquidity and revenue to meet its expenditure requirements during the next six months.

wbq
Att:

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
March 31, 2018

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	250,000.00	250,000.00	250,000.00	0.93	365	44	0.898	0.910
Certificates of Deposit - CU	758,164.44	758,164.44	758,164.44	2.83	366	47	1.284	1.302
Local Agency Investment Funds	21,072,016.27	21,072,016.27	21,072,016.27	78.78	1	1	1.548	1.570
Savings Accounts	4,667,751.33	4,667,751.33	4,667,751.33	17.45	1	1	1.479	1.500
	26,747,932.04	26,747,932.04	26,747,932.04	100.00%	15	3	1.523	1.544
Investments								

Total Earnings	March 31 Month Ending	Fiscal Year To Date
Current Year	34,663.54	194,652.66
Average Daily Balance	27,831,802.61	21,033,221.23
Effective Rate of Return	1.47%	1.23%

ITEM# 26

Reporting period 03/01/2018-03/31/2018

Run Date: 04/10/2018 - 07:25

Portfolio GEN
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PM (PRF_PM1) 7.3.0
Report Ver. 7.3.6.1

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
March 31, 2018

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												
SYS18	18	EAST WEST BANK		05/15/2017	250,000.00	250,000.00	250,000.00	0.910		0.910	44	05/15/2018
		Subtotal and Average	250,000.00		250,000.00	250,000.00	250,000.00			0.910	44	
Certificates of Deposit - CU												
SYS17	17	F&A FEDERAL CREDIT UNION		04/27/2017	259,164.44	259,164.44	259,164.44	1.450		1.450	26	04/27/2018
SYS19	SYS19	UNITED FEDERAL CREDIT UNION		07/25/2017	250,000.00	250,000.00	250,000.00	1.350		1.350	115	07/25/2018
SYS16	16	ST. VINCENT'S MEDICAL FCU		03/31/2017	249,000.00	249,000.00	249,000.00	1.100		1.100	1	04/02/2018
		Subtotal and Average	758,164.44		758,164.44	758,164.44	758,164.44			1.302	47	
Local Agency Investment Funds												
SYS200	200	STATE OF CALIFORNIA			21,072,016.27	21,072,016.27	21,072,016.27	1.570		1.570	1	
		Subtotal and Average	22,155,887.24		21,072,016.27	21,072,016.27	21,072,016.27			1.570	1	
Savings Accounts												
697530	500	F&A FEDERAL CREDIT UNION			1,019.85	1,019.85	1,019.85	0.500		0.500	1	
950516181	600	PLAZA BANK			4,666,731.48	4,666,731.48	4,666,731.48	1.500		1.500	1	
		Subtotal and Average	4,667,750.93		4,667,751.33	4,667,751.33	4,667,751.33			1.500	1	
		Total and Average	27,831,802.61		26,747,932.04	26,747,932.04	26,747,932.04			1.544	3	

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Report Ver. 7.3.6.1

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
March 1, 2018 through March 31, 2018

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	758,164.44					758,164.44
Local Agency Investment Funds (Monthly Summary)								
SYS200	200	STATE OF CALIFORNIA		1.570		0.00	2,400,000.00	
		Subtotal	23,472,016.27			0.00	2,400,000.00	21,072,016.27
Savings Accounts (Monthly Summary)								
697530	500	F&A FEDERAL CREDIT UNION		0.500		0.43	0.00	
950516181	600	PLAZA BANK		1.500		5,086.27	5,086.27	
		Subtotal	4,667,750.90			5,086.70	5,086.27	4,667,751.33
		Total	29,147,931.61			5,086.70	2,405,086.27	26,747,932.04

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

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					
March	2017	8	18,520,748.60	0.817	0.828	0.821	1	2	21	8
April	2017	7	23,557,049.61	0.900	0.913	0.910	1	1	17	10
May	2017	8	31,721,112.97	0.937	0.950	0.940	2	1	13	9
June	2017	7	31,721,113.39	0.993	1.007	1.010	0	0	13	8
July	2017	8	24,773,276.17	1.052	1.066	1.080	1	1	16	13
August	2017	7	20,773,276.60	1.042	1.056	1.070	0	0	19	13
September	2017	7	18,773,277.02	1.075	1.090	1.120	0	0	21	13
October	2017	7	14,822,784.70	1.091	1.106	1.160	0	0	26	14
November	2017	7	11,622,785.12	1.092	1.107	1.190	0	0	33	15
December	2017	7	19,622,785.55	1.256	1.274	1.280	0	0	20	8
January	2018	7	26,147,931.22	1.335	1.354	1.380	0	0	15	5
February	2018	7	29,147,931.61	1.401	1.421	1.460	0	0	14	4
March	2018	7	26,747,932.04	1.523	1.544	1.570	0	0	15	3
Average		7	22,919,384.97	1.116%	1.132%	1.153	0	0	19	9

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

Page 1

Security Type	March 2017	April 2017	May 2017	June 2017	July 2017	August 2017	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	Average by Period
Certificates of Deposit - Bank	1.4	1.1	0.8	0.8	1.0	1.2	1.3	1.7	2.2	1.3	1.0	0.9	0.9	1.2%
Certificates of Deposit - CU	4.1	3.2	2.4	2.4	3.1	3.7	4.0	5.1	6.5	3.9	2.9	2.6	2.8	3.6%
Local Agency Investment Funds	94.6	95.7	82.1	82.1	77.1	72.7	69.8	61.7	51.2	71.1	78.3	80.5	78.8	76.6%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts	0.0		14.7	14.7	18.8	22.5	24.9	31.5	40.2	23.8	17.9	16.0	17.5	18.6%

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CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
March 31, 2018

Page 1

	March 31 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	726.40	8,516.30
Plus Accrued Interest at End of Period	509.15	509.12
Less Accrued Interest at Beginning of Period	(203.91)	(5.58)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	1,031.64	9,019.84
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	1,031.64	9,019.84
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	5,086.70	168,576.08
Plus Accrued Interest at End of Period	72,872.90	72,872.90
Less Accrued Interest at Beginning of Period	(44,327.70)	(55,816.16)
Interest Earned during Period	33,631.90	185,632.82
Total Interest Earned during Period	34,663.54	194,652.66
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	34,663.54	194,652.66

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Run Date: 04/10/2018 - 07:25

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CITY OF MONTEBELLO
INVESTMENT PORTFOLIO DETAIL-INVESTMENTS
March-18

	2/28/18	3/15/18	3/30/18					BALANCE		
GENERAL FUND										
LOCAL AGENCY INVESTMENT FUNDS										
STATE OF CALIFORNIA	23,472,016.27	(2,400,000.00)						21,072,016.27	78.78%	MAX. %
SUBTOTAL	23,472,016.27	(2,400,000.00)	0.00	0.00	0.00	0.00	0.00	21,072,016.27	78.78%	\$30M
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)										
F&A FCU (4/27/17-4/27/18) @ 1.45%	259,164.44							259,164.44	0.97%	
CD	0.00							0.00	0.00%	
East West Bank (5/15/17-5/15/18) @ 0.91%	250,000.00							250,000.00	0.93%	
United Federal Credit Union (7/25/17-7/25/18) @ 1.35%	250,000.00							250,000.00	0.93%	
St. Vincent's Medical FCU (3/31/17-4/2/18) @ 1.10%	249,000.00							249,000.00	0.93%	
SUBTOTAL	1,008,164.44	0.00	0.00	0.00	0.00		0.00	1,008,164.44	3.77%	None
CREDIT UNION SAVINGS ACCOUNTS										
F&A FCU Savings (opened 4/28/14)	1,019.42		0.43					1,019.85	0.00%	
Savings	0.00							0.00	0.00%	
SUBTOTAL	1,019.42	0.00	0.43	0.00	0.00		0.00	1,019.85	0.00%	None
TREASURY SECURITIES										
T-Bill	0.00							0.00	0.00%	
T-Bill	0.00							0.00	0.00%	
T-Bill	0.00							0.00	0.00%	
SUBTOTAL	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00%	80.00%
MONEY MARKET FUNDS										
Pacific Premier Bank*/Plaza Bank (opened 5/30/17)	4,666,731.48							4,666,731.48	17.45%	
MMF	0.00							0.00	0.00%	
SUBTOTAL	4,666,731.48	0.00	0.00	0.00	0.00		0.00	4,666,731.48	17.45%	25.00%
TOTAL GENERAL INVESTMENTS	29,147,931.61	(2,400,000.00)	0.43	0.00	0.00		0.00	26,747,932.04	100.00%	

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

Total cash balance is reported on the Monthly Cash Report

INVESTMENT PORTFOLIO CHANGES

GENERAL FUND

	Jan-18 Monthly	Majority Sources of Revenue
Beginning Balance:	\$19,622,785.55	
1/12/18	\$25,145.24	LAIF Investment Interest
1/22/18	\$6,500,000.00	LAIF Deposit;Property Tax
1/31/18	\$0.43	Savings Account Interest
Ending Balance:	<u>\$26,147,931.22</u>	\$6,525,145.67 Monthly Difference

	Feb-18 Monthly	Majority Sources of Revenue
Beginning Balance:	\$26,147,931.22	
2/27/18	\$3,000,000.00	LAIF Deposit;Property Tax/Sales Tax
2/28/18	\$0.39	Savings Account Interest
Ending Balance:	<u>\$29,147,931.61</u>	\$3,000,000.39 Monthly Difference

	Mar-18 Monthly	Majority Sources of Revenue
Beginning Balance:	\$29,147,931.61	
3/15/18	(\$2,400,000.00)	LAIF Withdrawal;Warrants
3/30/18	\$0.43	Savings Account Interest
Ending Balance:	<u>\$26,747,932.04</u>	(\$2,399,999.57) 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

April 02, 2018

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

March 2018 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
3/15/2018	3/15/2018	RW	1564400		-2,400,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	23,472,016.27
Total Withdrawal:	-2,400,000.00	Ending Balance:	21,072,016.27

ITEM# 26

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
March 31, 2018

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	3,393,105.56	3,393,105.56	3,393,105.56	100.00	1	1	1.548	1.570
Investments	3,393,105.56	3,393,105.56	3,393,105.56	100.00%	1	1	1.548	1.570

Total Earnings	March 31 Month Ending	Fiscal Year To Date
Current Year	4,258.58	34,699.87
Average Daily Balance	3,393,105.56	3,893,298.20
Effective Rate of Return	1.48%	1.19%

ITEM# 26

Reporting period 03/01/2018-03/31/2018

Run Date: 04/04/2018 - 08:16

Portfolio SA
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PM (PRF_PM1) 7.3.0
Report Ver. 7.3.6.1

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
March 31, 2018

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			3,393,105.56	3,393,105.56	3,393,105.56	1.570		1.570	1	
		Subtotal and Average	3,393,105.56		3,393,105.56	3,393,105.56	3,393,105.56			1.570	1	
		Total and Average	3,393,105.56		3,393,105.56	3,393,105.56	3,393,105.56			1.570	1	

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Run Date: 04/04/2018 - 08:16

Portfolio SA
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PM (PRF_PM2) 7.3.0

Report Ver. 7.3.6.1

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
March 1, 2018 through March 31, 2018

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)								
		Subtotal	3,393,105.56					3,393,105.56
		Total	3,393,105.56			0.00	0.00	3,393,105.56

ITEM# 26

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

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					
March	2017	1	6,844,783.23	0.810	0.821	0.821	0	0	1	1
April	2017	1	6,857,878.27	0.898	0.910	0.910	0	0	1	1
May	2017	1	2,857,878.27	0.927	0.940	0.940	0	0	1	1
June	2017	1	7,357,878.27	0.996	1.010	1.010	0	0	1	1
July	2017	1	7,368,507.15	1.065	1.080	1.080	0	0	1	1
August	2017	1	3,168,507.15	1.075	1.090	1.090	0	0	1	1
September	2017	1	3,168,507.15	1.105	1.120	1.120	0	0	1	1
October	2017	1	3,183,756.04	1.105	1.120	1.120	0	0	1	1
November	2017	1	3,183,756.04	1.174	1.190	1.190	0	0	1	1
December	2017	1	2,683,756.04	1.262	1.280	1.280	0	0	1	1
January	2018	1	2,693,105.56	1.361	1.380	1.380	0	0	1	1
February	2018	1	3,393,105.56	1.440	1.460	1.460	0	0	1	1
March	2018	1	3,393,105.56	1.548	1.570	1.570	0	0	1	1
Average		1	4,319,578.79	1.136%	1.152%	1.152	0	0	1	1

ITEM# 26

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

Page 1

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

ITEM# 26

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
March 31, 2018

Page 1

	March 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	0.00	35,227.29
Plus Accrued Interest at End of Period	10,147.87	10,147.87
Less Accrued Interest at Beginning of Period	(5,889.29)	(10,675.29)
Interest Earned during Period	4,258.58	34,699.87
Total Interest Earned during Period	4,258.58	34,699.87
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	4,258.58	34,699.87

ITEM# 26

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

Successor Agencies of the City of Montebello		2/28/18						BALANCE		
LOCAL AGENCY INVESTMENT FUNDS										
STATE OF CALIFORNIA		3,393,105.56						3,393,105.56	100.00%	\$30M
	SUBTOTAL	3,393,105.56	0.00	0.00	0.00	0.00	0.00	3,393,105.56	100.00%	
FEDERAL AGENCY ISSUES										
FAI		0.00						0.00	0.00%	
FAI		0.00						0.00	0.00%	
FAI		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	50.00%
CERTIFICATE OF DEPOSITS (CDs)										
CD		0.00						0.00	0.00%	
CD		0.00						0.00	0.00%	
CD		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	NONE
SAVINGS ACCOUNTS										
Savings		0.00						0.00	0.00%	
Savings		0.00						0.00	0.00%	
Savings		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	NONE
TREASURY SECURITIES										
T-Bill		0.00						0.00	0.00%	
T-Bill		0.00						0.00	0.00%	
T-Bill		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	80.00%
MONEY MARKET FUND										
MMF		0.00						0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25.00%
TOTAL CRA INVESTMENTS		3,393,105.56	0.00	0.00	0.00	0.00	0.00	3,393,105.56	100.00%	

Total cash balance is reported on the Monthly Cash Report

INVESTMENT PORTFOLIO CHANGES

SUCCESSOR AGENCY AND HOUSING SUCCESSOR AGENCY INVESTMENT BALANCE

	Jan-18	
	Monthly	
Beginning Balance	<u>\$2,683,756.04</u>	
1/12/18	\$9,349.52	LAIF Investment Interest
Ending Balance:	<u><u>\$2,693,105.56</u></u>	\$9,349.52 Monthly Difference

	Feb-18	
	Monthly	
Beginning Balance	<u>\$2,693,105.56</u>	
2/27/18	\$700,000.00	LAIF Deposit;ROPS
Ending Balance:	<u><u>\$3,393,105.56</u></u>	\$700,000.00 Monthly Difference

	Mar-18	
	Monthly	
Beginning Balance	<u>\$3,393,105.56</u>	
Ending Balance:	<u><u>\$3,393,105.56</u></u>	\$0.00 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

April 02, 2018

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

March 2018 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	3,393,105.56
Total Withdrawal:	0.00	Ending Balance:	3,393,105.56

ITEM# 26

**CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF MARCH 31, 2018**

BANK OF THE WEST

	Account Number	Account Name	3/31/18	Type	Purpose
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	\$1,314,492.50	S	Checking Account
2	XXXX-XX093	Successor Agency of the City of Montebello	\$504,333.99	S	Checking Account
3	XXXX-71041	City of Montebello	\$334,344.03	G	Checking Account (Recreation On-line payments)
4	XXXX-00184	City of Montebello - FSA	\$12,101.27	T	Checking Account (Flexible Spending Account)
5	XXXX-XX079	Liability Account	\$46,555.63	G	Disbursement of Liability Checks
6	XXXX-XX331	General	\$4,801,043.12	G	Disbursement of City issued checks (AP/Payroll)
7	XXXX-XX554	Workers' Compensation	\$111,357.02	G	Disbursement of Workers Compensation Checks
8	XXXX-XX287	Trust & Agency	\$1,172,488.53	T	Holding Account
9	XXXX-XX803	Police Retiree Health Account	\$878,099.17	T	Interest Checking;T&A Holding Acct 1% per MOU
10	XXXX-XX267	Payroll	\$0.00	G	Checking Account;Process checks for Payroll
11	XXXX-XX362	Fire Retiree Health Account	\$392,415.42	T	Interest Checking;T&A Holding Acct 1% per MOU
			<u>\$9,567,230.68</u>		

STATE OF CALIFORNIA

	Account Number	Account Name	3/31/18	Type	Purpose
1	XX-XX-551	General	\$21,072,016.27	G	Invest Idle Cash
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	\$3,393,105.56	S	Invest Idle Cash
			<u>\$24,465,121.83</u>		

EAST WEST BANK

	Account Number	Account Name	3/31/18	Type	Purpose
1	CD	Certificate of Deposit (5/15/17 - 5/15/18)	\$250,000.00	G	Investment
			<u>\$250,000.00</u>		

F&A FEDERAL CREDIT UNION

	Account Number	Account Name	3/31/18	Type	Purpose
1	XXXX30	Savings Account	\$1,019.85	G	Interest Savings Account
2	CD	Certificate of Deposit (4/27/17 - 4/27/18)	\$259,164.44	G	Investment
			<u>\$260,184.29</u>		

ST. VINCENT'S MEDICAL FEDERAL CREDIT UNION

	Account Number	Account Name	3/31/18	Type	Purpose
1	CD	Certificate of Deposit (3/31/17 - 4/2/18)	\$249,000.00	G	Investment
			<u>\$249,000.00</u>		

UNITED FEDERAL CREDIT UNION

	Account Number	Account Name	3/31/18	Type	Purpose
1	CD	Certificate of Deposit (7/25/17 - 7/25/18)	\$250,000.00	G	Investment
			<u>\$250,000.00</u>		

PACIFIC PREMIER BANK/PLAZA BANK

	Account Number	Account Name	3/31/18	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	3/31/18	Type	Purpose
	XXX-XX-X746	CORPORATE ACCOUNT	\$12.97	M	401 a(h) employee benefit
	XXX-XX-X999	TRUST ACCOUNT	\$13,392.93	M	401 a(h) employee benefit
			<u>\$13,405.90</u>		

Total General Cash/Investments	\$32,041,231.84	G	General
Total SA Cash/Investments	\$5,211,932.05	S	Successor Agencies
Total T&A Cash/Investments	\$2,455,104.39	T	Trust & Agency
Total Trustee Cash	\$13,405.90	M	401 a(h) Trust Accounts
Total Cash/Investments	<u>\$39,721,674.18</u>		

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

DATE: April 25, 2018
TO: Honorable Mayor and City Council Members
FROM: Andrew G. Pasmant, Acting City Manager
BY: Danilo Batson, Assistant City Manager / Director of Public Works
SUBJECT: Claims Against The City

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

1. R. Duran v. City of Montebello

Claimant was allegedly rear-ended by a City bus while waiting for the traffic signal light to turn green. The claimant allegedly received a whiplash from the incident and is treating with a chiropractor. The City has not received any further information from claimant's attorney. The incident is still under investigation by the CHP.

Amount claimed: \$10,500.00

2. J. Rivero v. City of Montebello

Claimant allegedly fell in Quiet Cannon parking lot and is claiming negligence of poor lighting and parking lot conditions. Claimant is being treated by a chiropractor due to right shoulder, ankle and knee injuries. The allegations fall within Gov't Code 830, Dangerous Conditions. The claimant will have to provide evidence that the cause was not of a trivial nature, there was prior knowledge of the condition and was the primary cause of the incident. The claim does not provide specifics as to location of the incident or nature of injury.

Amount claimed: \$12,000.00

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. 1444, consisting of six pages, and
including**

Warrant No. 577534 through 577743;

Warrant No. 1389 through 1392;

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

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

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

APPROVED AND ADOPTED THIS 25th DAY OF APRIL, 2018.

VANESSA DELGADO, Mayor

ATTEST:

IRMA BARAJAS, City Clerk

ITEM# 28

Payment Register

From Payment Date: 4/9/2018 - To Payment Date: 4/18/2018

Number	Date	Payee Name	Transaction Amount
4331 - General Account			
<u>Check</u>			
577534	04/09/2018	APPLE ONE EMPLOYMENT SERVICES	\$775.44
577535	04/09/2018	BIRCH COMMUNICATIONS	\$625.22
577536	04/09/2018	CASAS, MARIA E	\$724.80
577537	04/09/2018	CINTAS CORPORATION	\$133.01
577538	04/09/2018	CLEAN SWEEP SUPPLY CO. INC	\$76.19
577539	04/09/2018	COGRAN SYSTEMS LLC	\$500.00
577540	04/09/2018	DANIELS TIRE SERVICE	\$2,052.33
577541	04/09/2018	DAY WIRELESS SYSTEMS	\$1,126.00
577542	04/09/2018	DISCOVERY BENEFITS	\$50.00
577543	04/09/2018	FEDERAL EXPRESS CORPORATION	\$85.55
577544	04/09/2018	GARVEY EQUIPMENT COMPANY	\$189.08
577545	04/09/2018	GILLIBRAND, P.W. COMPANY, INC.	\$4,250.11
577546	04/09/2018	LAM, VO, SI	\$475.77
577547	04/09/2018	LIFE-ASSIST, INC.	\$139.60
577548*	04/09/2018	OMNISOURCE UNITED, INC.	\$348.73
577549	04/09/2018	PAR WEST TURF SERVICES, INC,	\$537.66
577550	04/09/2018	PICO WATER DISTRICT	\$30.26
577551	04/09/2018	PRUDENTIAL OVERALL SUPPLY	\$195.41
577552	04/09/2018	READY REFRESH BY NESTLE	\$67.54
577553	04/09/2018	RICOH AMERICAS CORP.	\$80.26
577554	04/09/2018	TSUEN, TAIWAI	\$200.00
577555	04/09/2018	VERIZON WIRELESS	\$59.27
577556	04/09/2018	VERIZON WIRELESS	\$54.08
577557	04/09/2018	VERIZON WIRELESS	\$112.20
577558	04/09/2018	VERIZON WIRELESS	\$125.74
577559	04/12/2018	ACC BUSINESS	\$2,048.16
577560	04/12/2018	BANKCARD CENTER	\$7,714.18
577561	04/12/2018	CLEAN SWEEP SUPPLY CO. INC	\$201.70
577562	04/12/2018	DELTA DENTAL OF CALIFORNIA	\$47,150.25
577563*	04/12/2018	OMNISOURCE UNITED, INC.	\$43.49
577564	04/12/2018	PELAEZ, FERNANDO	\$2,815.75
577565	04/12/2018	PHILLIPS 66-CONOCO-76	\$2,725.86
577566	04/12/2018	SAWYER PETROLEUM	\$42,228.40
577567	04/12/2018	TRANS UNION,LLC	\$32.40
577568	04/12/2018	VISION SERVICE PLAN	\$7,752.02
577569	04/12/2018	WHITTIER FERTILIZER COMPANY	\$375.95
577570	04/18/2018	NO LIMIT FENCE	\$3,065.00
577571	04/18/2018	ACC BUSINESS	\$682.72
577572	04/18/2018	AMERICAN SOCIETY OF COMPOSERS, AUTHORS & PUBL	\$697.50
577573	04/18/2018	APPLE ONE EMPLOYMENT SERVICES	\$2,030.88
577574	04/18/2018	AQUA-FLO SUPPLY	\$107.23

Payment Register

From Payment Date: 4/9/2018 - To Payment Date: 4/18/2018

Number	Date	Payee Name	Transaction Amount
577575	04/18/2018	ARTE PRINTING	\$30.66
577576	04/18/2018	AT&T	\$8,626.70
577577	04/18/2018	AT&T	\$101.58
577578	04/18/2018	CALIFORNIA WATER SERVICE COMPANY	\$7,656.15
577579	04/18/2018	CHARTER COMMUNICATIONS	\$21.09
577580	04/18/2018	CHARTER COMMUNICATIONS	\$21.09
577581	04/18/2018	COMMUTER SERVICES GROUP	\$300.00
577582	04/18/2018	CUMMINS PACIFIC, LLC	\$3,510.65
577583	04/18/2018	DAILY JOURNAL CORPORATION	\$714.00
577584	04/18/2018	DODGE DATA AND ANALYTICS LLC	\$2,247.00
577585	04/18/2018	E-Z GO DIVISION OF TEXTRON	\$777.69
577586	04/18/2018	EASTERN GROUP PUBLICATIONS, INC	\$1,387.50
577587	04/18/2018	FEDERAL EXPRESS CORPORATION	\$57.12
577588	04/18/2018	FOOTHILL COMMUNICATIONS, LLC	\$899.00
577589	04/18/2018	GALLS/UNIFORM CENTER	\$1,246.72
577590	04/18/2018	HOME DEPOT	\$416.52
577591	04/18/2018	IRRI-CARE PLUMBING AND BACKFLOW TESTING	\$1,560.00
577592	04/18/2018	KONE, INC.	\$1,050.00
577593	04/18/2018	LAWRENCE ROLL-UP DOORS, INC	\$1,085.01
577594	04/18/2018	MONTEBELLO CITY PETTY CASH	\$1,879.95
577595	04/18/2018	MONTEBELLO FIRE DEPARTMENT	\$619.80
577596	04/18/2018	MONTEBELLO TIRE PROS	\$7,851.72
577597	04/18/2018	MUNCIE TRANSIT SUPPLY	\$433.62
577598	04/18/2018	MUNITEMPS	\$9,432.00
577599	04/18/2018	NEOPOST USA, INC.	\$174.98
577600	04/18/2018	ORANGE COUNTY SHERIFF'S DEPARTMENT	\$95.00
577601	04/18/2018	P & R PAPER SUPPLY COMPANY INC.	\$2,162.09
577602	04/18/2018	PAR WEST TURF SERVICES, INC.	\$226.95
577603	04/18/2018	PRUDENTIAL OVERALL SUPPLY	\$96.03
577604	04/18/2018	RANCHO JANITORIAL	\$486.07
577605	04/18/2018	READY REFRESH BY NESTLE	\$88.88
577606	04/18/2018	RELIANT URGENT CARE	\$4,928.00
577607	04/18/2018	SAWYER PETROLEUM	\$52,203.05
577608	04/18/2018	SIERRA DISPLAY, INC.	\$326.84
577609	04/18/2018	SOUTH MONTEBELLO IRRIGATION DISTRICT	\$4,982.35
577610	04/18/2018	SOUTHERN CALIFORNIA EDISON	\$132,203.90
577611	04/18/2018	STANDARD INSURANCE COMPANY	\$14,499.93
577612	04/18/2018	STANDARD INSURANCE COMPANY	\$408.48
577613	04/18/2018	THYSSEN KRUPP ELEVATOR CORP	\$953.16
577614	04/18/2018	TPX COMMUNICATIONS	\$617.53
577615	04/18/2018	TRANS UNION, LLC	\$97.20
577616	04/18/2018	UNITED PARCEL SERVICE	\$97.04
577617	04/18/2018	VERIZON WIRELESS	\$794.72

Payment Register

From Payment Date: 4/9/2018 - To Payment Date: 4/18/2018

Number	Date	Payee Name	Transaction Amount
577618	04/18/2018	VERIZON WIRELESS	\$119.33
577619	04/18/2018	VERIZON WIRELESS	\$2,018.59
577620	04/18/2018	VERIZON WIRELESS	\$3,627.81
577621	04/18/2018	WATER REPLENISHMENT DISTRICT	\$3,122.76
577622	04/18/2018	WECK LABORATORIES, INC.	\$380.50
577623	04/18/2018	ZOLL MEDICAL CORPORATION GPO	\$325.37
577624	04/18/2018	923 MEDIA GROUP INC.	\$1,400.00
577625	04/18/2018	A TO Z FIRE PROTECTION COMPANY	\$479.89
577626	04/18/2018	AAA ELECTRICAL SUPPLY	\$50.70
577627	04/18/2018	ADCO SERVICES, INC.	\$837.00
577628	04/18/2018	ADVANCED APPLIED ENGINEERING, INC.	\$54,918.50
577629	04/18/2018	ALL AMERICAN ASPHALT	\$31,390.73
577630	04/18/2018	ALTEC CAPITAL SERVICES, LLC	\$2,311.79
577631	04/18/2018	AMERICAN EMBLEMATIC, LLC	\$458.09
577632	04/18/2018	ANCHONDO, ARTHUR, P	\$40.00
577633	04/18/2018	ANDRADE, ANDREA	\$40.00
577634	04/18/2018	ANDRADE, ERIKA L	\$40.00
577635	04/18/2018	AP CONSTRUCTION, INC.,	\$438,919.46
577636	04/18/2018	APARICIO, RICHARD	\$80.00
577637	04/18/2018	ATHENS SERVICES	\$236,254.40
577638	04/18/2018	AVAIL TECHNOLOGIES, INC.	\$11,552.63
577639	04/18/2018	AVANT GARDE	\$2,132.50
577640	04/18/2018	AZTECA LANDSCAPE	\$1,476.23
577641	04/18/2018	BEE EMERGENCY RESPONSE TEAM	\$195.00
577642	04/18/2018	BERITICH, ANDREW	\$40.00
577643	04/18/2018	BOUND TREE MEDICAL, LLC.	\$456.45
577644	04/18/2018	BRIGADE PEST MANAGEMENT	\$417.00
577645	04/18/2018	BSN SPORTS	\$1,270.20
577646	04/18/2018	BUCKNAM & ASSOCIATES INC.	\$4,496.00
577647	04/18/2018	CALIFORNIA DEPARTMENT OF JUSTICE	\$1,736.00
577648	04/18/2018	CASTILLO, JACOB	\$40.00
577649	04/18/2018	CASTRO, LAURA	\$40.00
577650	04/18/2018	CINTAS CORPORATION	\$133.01
577651	04/18/2018	COMPANY NURSE	\$160.00
577652	04/18/2018	COSTCO	\$1,000.00
577653	04/18/2018	CUELLAR, MARCO	\$2,000.00
577654	04/18/2018	DERIAN FOODS	\$53.17
577655	04/18/2018	DIAZ WINDOW CLEANING SERVICE	\$340.00
577656	04/18/2018	DIVISION OF THE STATE ARCHITECT	\$336.60
577657	04/18/2018	FLEMING ENVIRONMENTAL INC.	\$1,827.50
577658	04/18/2018	FORENSIC NURSE RESPONSE TEAM	\$2,920.00
577659	04/18/2018	GLASMAN, NATALIE	\$40.00
577660	04/18/2018	GOMEZ, BEATRICE	\$40.00

Payment Register

From Payment Date: 4/9/2018 - To Payment Date: 4/18/2018

Number	Date	Payee Name	Transaction Amount
577661	04/18/2018	GONSALVES & SONS, JOE A	\$3,000.00
577662	04/18/2018	GUZMAN, ANDREW	\$40.00
577663	04/18/2018	H.A. BUILDERS	\$2,130.00
577664	04/18/2018	HDL SOFTWARE, LLC	\$27,851.57
577665	04/18/2018	HERNANDEZ, JUAN, M	\$40.00
577666	04/18/2018	HERNANDEZ, NADINE	\$40.00
577667	04/18/2018	HI-WAY SAFETY, INC.	\$5,264.46
577668	04/18/2018	HUERTA, MONICA	\$40.00
577669*	04/18/2018	ICE MACHINE SALES & SERVICE CO.	\$4,206.99
577670	04/18/2018	INDUSTRIAL PIPE & STEEL, LLC	\$95.78
577671	04/18/2018	INTER VALLEY POOL SUPPLY	\$1,568.19
577672	04/18/2018	JACOBSEN WEST	\$1,160.54
577673	04/18/2018	JAIMEZ, CRYSTAL	\$40.00
577674	04/18/2018	KESHISHYAN, JENNY CHAN	\$40.00
577675	04/18/2018	KONE, INC.	\$994.71
577676	04/18/2018	LIFE-ASSIST, INC.	\$2,911.58
577677	04/18/2018	LIFTECH ELEVATOR SERVICES, INC	\$595.00
577678	04/18/2018	LINCOLN TRAINING CENTER	\$20,986.62
577679	04/18/2018	LOS ANGELES CONSERVATION CORPS	\$104,337.72
577680	04/18/2018	LOZA-GOMEZ, ANGELICA	\$2,400.00
577681	04/18/2018	MARIA, LUZ	\$40.00
577682	04/18/2018	MARTINEZ, ILENE	\$40.00
577683	04/18/2018	MATRIX CONSULTING GROUP, LTD.	\$7,000.00
577684	04/18/2018	MEDRANO, JOSE	\$125.75
577685	04/18/2018	MELENDEZ, JOSE	\$40.00
577686	04/18/2018	MICHAEL BAKER INTERNATIONAL, INC.	\$17,922.50
577687	04/18/2018	MORAGA, BECKY	\$300.00
577688	04/18/2018	MR. ROOTER PLUMBING	\$20,743.22
577689	04/18/2018	NATIONWIDE ENVIRONMENTAL SERVICES	\$92,329.05
577690	04/18/2018	NAVARRO'S TOWING SERVICE	\$225.00
577691	04/18/2018	NEW FLYER PARTS	\$6,663.42
577692	04/18/2018	NIVEL PARTS & MFG CO., LLC	\$12.48
577693	04/18/2018	NUNEZ, MANUEL	\$441.00
577694	04/18/2018	OFFICE DEPOT	\$982.03
577695	04/18/2018	ORKIN EXTERMINATING	\$553.61
577696	04/18/2018	ORTIZ, JESSICA	\$40.00
577697	04/18/2018	P & R PAPER SUPPLY COMPANY INC.	\$354.51
577698	04/18/2018	PADILLA, BRIANNON	\$40.00
577699	04/18/2018	PALAFIX, VERONICA	\$80.00
577700	04/18/2018	PANOSIAN, JO ANN	\$80.00
577701	04/18/2018	PARKING COMPANY OF AMERICA, LLC	\$36,808.20
577702	04/18/2018	PARTY WAREHOUSE	\$17.48
577703	04/18/2018	PC INDUSTRIAL PRODUCTS LLC	\$360.65

Payment Register

From Payment Date: 4/9/2018 - To Payment Date: 4/18/2018

Number	Date	Payee Name	Transaction Amount
577704	04/18/2018	PCMG, INC. DBA PCM GOV, INC.	\$5,676.56
577705	04/18/2018	PEERY & ASSOCIATES, INC.	\$1,050.00
577706	04/18/2018	PEREZ, WENDY	\$40.00
577707	04/18/2018	PORTILLO, ROBERT	\$40.00
577708	04/18/2018	RENTERIA, JOAQUIN B.	\$120.00
577709	04/18/2018	RICOH AMERICAS CORP.	\$337.04
577710	04/18/2018	RIVERS, ALBERT	\$110.00
577711	04/18/2018	ROBLES, ESTHER	\$40.00
577712	04/18/2018	S & A ENGINE, INC.	\$53.94
577713	04/18/2018	SAUCEDO, NICOLE I	\$40.00
577714	04/18/2018	SAVEDRA, MICHAEL	\$40.00
577715	04/18/2018	SHEPPARD MULLIN RICHTER & HAMPTON LLP	\$1,440.00
577716	04/18/2018	SHI INTERNATIONAL CORP.	\$148.79
577717	04/18/2018	SHRED-IT USA LLC.	\$120.05
577718	04/18/2018	SIEMENS INDUSTRY INC.	\$6,146.85
577719	04/18/2018	SOLANO, MARTIN	\$40.00
577720	04/18/2018	SOSNOWSKI, DAVID	\$40.00
577721	04/18/2018	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED.	\$150.00
577722*	04/18/2018	TABORDA SOLUTIONS, INC.	\$581.05
577723	04/18/2018	TANK SPECIALIST OF CALIFORNIA	\$189.75
577724	04/18/2018	TORO NSN	\$229.00
577725	04/18/2018	TORRES, JANELLE	\$40.00
577726	04/18/2018	UNDERGROUND SERVICE ALERT OF SOUTHERN CA	\$156.85
577727	04/18/2018	UNIQUE GENERAL SERVICES	\$1,920.00
577728	04/18/2018	VALENZUELA, MATTHEW , A	\$40.00
577729	04/18/2018	VARGAS, CLAUDIA S	\$40.00
577730	04/18/2018	VARGAS, DELFINA	\$40.00
577731	04/18/2018	VASQUEZ, MARIA TERESA	\$40.00
577732	04/18/2018	VASQUEZ & COMPANY LLP	\$8,107.00
577733*	04/18/2018	VAUGHAN TRUCKING, LLC.	\$879.01
577734	04/18/2018	VEGA, MATTHEW	\$40.00
577735	04/18/2018	VORTEX INDUSTRIES	\$7,244.35
577736	04/18/2018	WAYNE ELECTRIC COMPANY	\$202.58
577737	04/18/2018	WESTERN ALLIED CORPORATION	\$1,003.00
577738	04/18/2018	WINZER CORPORATION	\$1,734.48
577739	04/18/2018	YORK RISK SERVICES GROUP, INC.	\$25,649.25
577740	04/18/2018	YOUNGBLOOD & ASSOCIATES	\$1,000.00
577741	04/18/2018	Z ELECTRIC & SON OF CALIFORNIA INC.	\$2,400.00
577742	04/18/2018	ZARAGOZA, DELFINO RANGEL	\$40.00
577743	04/18/2018	ZARAGOZA, STEVE	\$40.00
Type Check Totals:			\$1,639,762.33

4331 - General Account Totals

Payment Register

From Payment Date: 4/9/2018 - To Payment Date: 4/18/2018

Number	Date	Payee Name	Transaction Amount
6093 - Successor Agency			
<u>Check</u>			
1389	04/18/2018	ARBITRAGE COMPLIANCE SPECIALIST, INC	\$3,200.00
1390	04/18/2018	BANK OF NEW YORK MELLON	\$3,021.00
1391	04/18/2018	LOS ANGELES TIMES MEDIA GROUP	\$1,793.74
1392	04/18/2018	SCS FIELD SERVICES	\$2,050.00
Type Check Totals:			<u>\$10,064.74</u>
6093 - Successor Agency Totals			

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



CHECK REGISTER DETAIL SUMMARY

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
577534	04/09/2018	\$775.44	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
577535	04/09/2018	\$625.22	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
577536	04/09/2018	\$724.80	RECREATION CLASSES	40850	MARIA E. CASAS
577537	04/09/2018	\$133.01	CONTRACT SERVICES	36870	CINTAS CORPORATION
577538	04/09/2018	\$76.19	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
577539	04/09/2018	\$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
577540	04/09/2018	\$2,052.33	VEHICLE MAINTENANCE/EXPENSES	990	DANIELS TIRE SERVICE
577541	04/09/2018	\$1,126.00	CONTRACT SERVICES	49400	U.S. MOBILE WIRELESS
577542	04/09/2018	\$50.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
577543	04/09/2018	\$85.55	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
577544	04/09/2018	\$189.08	MACHINERY & EQUIPMENTS	3350	GARVEY EQUIPMENT COMPANY
577545	04/09/2018	\$4,250.11	SUPPLIES	33780	P.W. GILLIBRAND COMPANY, INC.
577546	04/09/2018	\$475.77	TRAVEL & MEETINGS	263	VO SI LAM
577547	04/09/2018	\$139.60	SUPPLIES	26670	LIFE-ASSIST, INC.
577548	04/09/2018	\$348.73	VEHICLE MAINTENANCE/EXPENSES	1999	OMNISOURCE UNITED, INC.
577549	04/09/2018	\$537.66	SUPPLIES	13010	PAR WEST TURF SERVICES, INC,
577550	04/09/2018	\$30.26	UTILITY SERVICES	100	PICO WATER DISTRICT
577551	04/09/2018	\$195.41	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
577552	04/09/2018	\$67.54	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
577553	04/09/2018	\$80.26	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
577554	04/09/2018	\$200.00	TRAVEL & MEETINGS	18940	TAIVAI (DAVID) TSUEN
577555	04/09/2018	\$59.27	UTILITY SERVICES	23610	VERIZON WIRELESS
577556	04/09/2018	\$54.08	UTILITY SERVICES	23610	VERIZON WIRELESS
577557	04/09/2018	\$112.20	UTILITY SERVICES	23610	VERIZON WIRELESS

577558	04/09/2018	\$125.74	UTILITY SERVICES	23610	VERIZON WIRELESS
577559	04/12/2018	\$2,048.16	UTILITY SERVICES	1732	AT&T CORP.
577560	04/12/2018	\$7,714.18	CREDIT CARD CHARGES	13240	BANKCARD CENTER
577561	04/12/2018	\$201.70	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
577562	04/12/2018	\$47,150.25	FRINGE BENEFITS	4110	DELTA DENTAL OF CALIFORNIA
577563*	04/12/2018	\$43.49	VEHICLE MAINTENANCE/EXPENSES	1999	OMNISOURCE UNITED, INC.
577564	04/12/2018	\$2,815.75	TRAVEL & MEETINGS	832	FERNANDO PELAEZ
577565	04/12/2018	\$2,725.86	FUEL	19700	SYNCHRONY BANK/PHILLIPS 66-CONOCO-76
577566	04/12/2018	\$42,228.40	VEHICLE MAINTENANCE/EXPENSES	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
577567	04/12/2018	\$32.40	CONTRACT SERVICES	10300	TRANSUNION CORP.
577568	04/12/2018	\$7,752.02	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
577569	04/12/2018	\$375.95	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
577570	04/18/2018	\$3,065.00	CONTRACT SERVICES	1924	KORY G. MILLS/NO LIMIT FENCE
577571	04/18/2018	\$682.72	UTILITY SERVICES	1732	AT&T CORP.
577572	04/18/2018	\$697.50	PERMITS AND FEES	43590	THE AMERICAN SOCIETY OF COMPOSERS, AUTHORS
577573	04/18/2018	\$2,030.88	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
577574	04/18/2018	\$107.23	SUPPLIES	1830	AQUA-FLO SUPPLY
577575	04/18/2018	\$30.66	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
577576	04/18/2018	\$8,626.70	UTILITY SERVICES	39550	AT&T
577577	04/18/2018	\$101.58	UTILITY SERVICES	39550	AT&T
577578	04/18/2018	\$7,656.15	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
577579	04/18/2018	\$21.09	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
577580	04/18/2018	\$21.09	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
577581	04/18/2018	\$300.00	CONTRACT SERVICES	42100	PAUL G. BOYCE/COMMUTER SERVICES
577582	04/18/2018	\$3,510.65	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
577583	04/18/2018	\$714.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
577584	04/18/2018	\$2,247.00	ADVERTISING/PRINTING SERVICES	1847	DODGE DATA AND ANALYTICS LLC
577585	04/18/2018	\$777.69	SUPPLIES	25660	E-Z GO DIVISION OF TEXTRON
577586	04/18/2018	\$1,387.50	ADVERTISING/PRINTING SERVICES	36250	EASTERN GROUP PUBLICATIONS,INC
577587	04/18/2018	\$57.12	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION

577588	04/18/2018	\$899.00	CONTRACT SERVICES	807	FOOTHILL COMMUNICATIONS, LLC
577589	04/18/2018	\$1,246.72	UNIFORM EXPENSE	55650	GALLS, LLC
577590	04/18/2018	\$416.52	CONTRACT SERVICES	48400	HOME DEPOT CREDIT SERVICES
577591	04/18/2018	\$1,560.00	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
577592	04/18/2018	\$1,050.00	CONTRACT SERVICES	11940	KONE, INC.
577593	04/18/2018	\$1,085.01	SUPPLIES	39380	LAWRENCE ROLL-UP DOORS, INC
577594	04/18/2018	\$1,879.95	REIMBURSEMENTS	790	CITY OF MONTEBELLO PETTY CASH
577595	04/18/2018	\$619.80	REIMBURSEMENTS	188	MONTEBELLO FIRE DEPARTMENT
577596	04/18/2018	\$7,851.72	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
577597	04/18/2018	\$433.62	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
577598	04/18/2018	\$9,432.00	CONTRACT SERVICES	1658	GOVERNMENT STAFFING SERVICES, INC.
577599	04/18/2018	\$174.98	MAIL/ POSTAL EXPENSE	503	NEOPOST USA INC.
577600	04/18/2018	\$95.00	TRAINING	3890	ORANGE COUNTY SHERIFF'S DEPARTMENT
577601	04/18/2018	\$2,162.09	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC.
577602	04/18/2018	\$226.95	SUPPLIES	13010	PAR WEST TURF SERVICES, INC,
577603	04/18/2018	\$96.03	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
577604	04/18/2018	\$486.07	SUPPLIES	1925	CENTRAL SANITARY SUPPLY
577605	04/18/2018	\$88.88	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
577606	04/18/2018	\$4,928.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
577607	04/18/2018	\$52,203.05	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
577608	04/18/2018	\$326.84	CONTRACT SERVICES	736	SIERRA DISPLAY, INC.
577609	04/18/2018	\$4,982.35	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
577610	04/18/2018	\$132,203.90	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
577611	04/18/2018	\$14,499.93	FRINGE BENEFITS	25850	STANDARD INSURANCE COMPANY
577612	04/18/2018	\$408.48	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
577613	04/18/2018	\$953.16	CONTRACT SERVICES	46790	THYSSEN KRUPP ELEVATOR CORP
577614	04/18/2018	\$617.53	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
577615	04/18/2018	\$97.20	CONTRACT SERVICES	10300	TRANSUNION CORP.
577616	04/18/2018	\$97.04	MAIL/ POSTAL EXPENSE	26240	UNITED PARCEL SERVICE
577617	04/18/2018	\$794.72	UTILITY SERVICES	23610	VERIZON WIRELESS

577618	04/18/2018	\$119.33	UTILITY SERVICES	23610	VERIZON WIRELESS
577619	04/18/2018	\$2,018.59	UTILITY SERVICES	23610	VERIZON WIRELESS
577620	04/18/2018	\$3,627.81	UTILITY SERVICES	23610	VERIZON WIRELESS
577621	04/18/2018	\$3,122.76	CONTRACT SERVICES	20060	WATER REPLENISHMENT DISTRICT
577622	04/18/2018	\$380.50	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES, INC.
577623	04/18/2018	\$325.37	CONTRACT SERVICES	6390	ZOLL MEDICAL CORPORATION GPO
577624	04/18/2018	\$1,400.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC.
577625	04/18/2018	\$479.89	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
577626	04/18/2018	\$50.70	SUPPLIES	16030	AAA ELECTRICAL SUPPLY
577627	04/18/2018	\$837.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
577628	04/18/2018	\$54,918.50	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
577629	04/18/2018	\$31,390.73	IMPROVEMENTS OTHER THAN BUILDING	199	ALL AMERICAN ASPHALT
577630	04/18/2018	\$2,311.79	LEASE PAYMENT	47	ALTEC CAPITAL SERVICES
577631	04/18/2018	\$458.09	SUPPLIES	62880	AMERICAN EMBLEMATIC, LLC
577632	04/18/2018	\$40.00	CARPPOOL INCENTIVE	567	ARTHUR P ANCHONDO
577633	04/18/2018	\$40.00	CARPPOOL INCENTIVE	289	ANDREA ANDRADE
577634	04/18/2018	\$40.00	CARPPOOL INCENTIVE	61470	ERIKA L. ANDRADE
577635	04/18/2018	\$438,919.46	CONTRACT SERVICES	1728	A & P DEVELOPMENT AND CONSTRUCTION, INC.
577636	04/18/2018	\$80.00	CARPPOOL INCENTIVE	29630	RICHARD APARICIO
577637	04/18/2018	\$236,254.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
577638	04/18/2018	\$11,552.63	CONTRACT SERVICES	74870	AVAIL TECHNOLOGIES, INC.
577639	04/18/2018	\$2,132.50	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
577640	04/18/2018	\$1,476.23	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
577641	04/18/2018	\$195.00	CONTRACT SERVICES	983	ABBA TERMITE AND PEST CONTROL, INC.
577642	04/18/2018	\$40.00	CARPPOOL INCENTIVE	60290	ANDREW BERITICH
577643	04/18/2018	\$456.45	SUPPLIES	159	BOUND TREE MEDICAL, LLC.
577644	04/18/2018	\$417.00	CONTRACT SERVICES	1170	BRIGADE PEST MANAGEMENT
577645	04/18/2018	\$1,270.20	SUPPLIES	25000	SPORT SUPPLY GROUP, INC.
577646	04/18/2018	\$4,496.00	CONTRACT SERVICES	76350	BUCKNAM & ASSOCIATES INC.
577647	04/18/2018	\$1,736.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE

577648	04/18/2018	\$40.00	CARPOOL INCENTIVE	3780	JACOB CASTILLO
577649	04/18/2018	\$40.00	CARPOOL INCENTIVE	68640	LAURA CASTRO
577650	04/18/2018	\$133.01	CONTRACT SERVICES	36870	CINTAS CORPORATION
577651	04/18/2018	\$160.00	INCURRED CLAIMS	1643	COMPANY NURSE
577652	04/18/2018	\$1,000.00	SUPPLIES	35660	COSTCO
577653	04/18/2018	\$2,000.00	CONTRACT SERVICES	8440	MARCO CUELLAR
577654	04/18/2018	\$53.17	SUPPLIES	68080	DERIAN FOODS
577655	04/18/2018	\$340.00	CONTRACT SERVICES	19300	CARLOS DIAZ
577656	04/18/2018	\$336.60	GENERAL	76360	DIVISION OF THE STATE ARCHITECT
577657	04/18/2018	\$1,827.50	CONTRACT SERVICES	1358	FLEMING ENVIRONMENTAL INC.
577658	04/18/2018	\$2,920.00	CONTRACT SERVICES	71920	TOYETTA L. BEUKES
577659	04/18/2018	\$40.00	CARPOOL INCENTIVE	809	NATALIE GLASMAN
577660	04/18/2018	\$40.00	CARPOOL INCENTIVE	8260	BEATRICE GOMEZ
577661	04/18/2018	\$3,000.00	CONTRACT SERVICES	1960	JOE A. GONSALVES & SON
577662	04/18/2018	\$40.00	CARPOOL INCENTIVE	38440	ANDREW GUZMAN
577663	04/18/2018	\$2,130.00	CONTRACT SERVICES	56190	HELIODORO ALTAMIRANO
577664	04/18/2018	\$27,851.57	CONTRACT SERVICES	9390	HDL SOFTWARE, LLC
577665	04/18/2018	\$40.00	CARPOOL INCENTIVE	568	JUAN M HERNANDEZ
577666	04/18/2018	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
577667	04/18/2018	\$5,264.46	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC.
577668	04/18/2018	\$40.00	CARPOOL INCENTIVE	73180	MONICA HUERTA
577669*	04/18/2018	\$4,206.99	MACHINERY & EQUIPMENTS	2012	ICE MACHINE SALES & SERVICE CON.
577670	04/18/2018	\$95.78	SUPPLIES	46770	INDUSTRIAL PIPE & STEEL, LLC
577671	04/18/2018	\$1,568.19	SUPPLIES	19560	INTER VALLEY POOL SUPPLY
577672	04/18/2018	\$1,160.54	CONTRACT SERVICES	75430	TEXTRON INC.
577673	04/18/2018	\$40.00	CARPOOL INCENTIVE	48610	CRYSTAL JAIMEZ
577674	04/18/2018	\$40.00	CARPOOL INCENTIVE	50070	JENNY CHAN KESHISHYAN
577675	04/18/2018	\$994.71	CONTRACT SERVICES	11940	KONE, INC.
577676	04/18/2018	\$2,911.58	SUPPLIES	26670	LIFE-ASSIST, INC.

577677	04/18/2018	\$595.00	CONTRACT SERVICES	750	LIFTECH ELEVATOR SERVICES, INC
577678	04/18/2018	\$20,986.62	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
577679	04/18/2018	\$104,337.72	CONTRACT SERVICES	1923	LOS ANGELES CONSERVATION CORPS.
577680	04/18/2018	\$2,400.00	CONTRACT SERVICES	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC
577681	04/18/2018	\$40.00	CARPOOL INCENTIVE	71590	LUZ MARIA
577682	04/18/2018	\$40.00	CARPOOL INCENTIVE	1778	ILENE MARTINEZ
577683	04/18/2018	\$7,000.00	CONTRACT SERVICES	1902	MATRIX CONSULTING GROUP, LTD.
577684	04/18/2018	\$125.75	TRAVEL & MEETINGS	32910	JOSE MEDRANO
577685	04/18/2018	\$40.00	CARPOOL INCENTIVE	35830	JOSE MELENDEZ
577686	04/18/2018	\$17,922.50	CONTRACT SERVICES	981	MICHAEL BAKER INTERNATIONAL, INC.
577687	04/18/2018	\$300.00	REFUND	2022	BECKY MORAGA
577688	04/18/2018	\$20,743.22	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
577689	04/18/2018	\$92,329.05	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
577690	04/18/2018	\$225.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE
577691	04/18/2018	\$6,663.42	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
577692	04/18/2018	\$12.48	VEHICLE MAINTENANCE/EXPENSES	70710	NIVEL PARTS & MFG CO., LLC
577693	04/18/2018	\$441.00	RECREATION CLASSES	41180	MANUEL NUNEZ
577694	04/18/2018	\$982.03	SUPPLIES	15620	OFFICE DEPOT
577695	04/18/2018	\$553.61	CONTRACT SERVICES	19480	ORKIN EXTERMINATING CO., INC.
577696	04/18/2018	\$40.00	CARPOOL INCENTIVE	1596	JESSICA ORTIZ
577697	04/18/2018	\$354.51	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC.
577698	04/18/2018	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
577699	04/18/2018	\$80.00	CARPOOL INCENTIVE	1620	VERONICA PALAFOX
577700	04/18/2018	\$80.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
577701	04/18/2018	\$36,808.20	CONTRACT SERVICES	42180	PCAM, LLC
577702	04/18/2018	\$17.48	SUPPLIES	9480	DERIAN FAMILY FOODS INC.
577703	04/18/2018	\$360.65	SUPPLIES	523	PC INDUSTRIAL PRODUCTS LLC
577704	04/18/2018	\$5,676.56	MACHINERY & EQUIPMENTS	538	PCMG, INC.
577705	04/18/2018	\$1,050.00	RETIREMENT	13680	PEERY & ASSOCIATES, INC.
577706	04/18/2018	\$40.00	CARPOOL INCENTIVE	65330	WENDY PEREZ

577707	04/18/2018	\$40.00	CARPOOL INCENTIVE	34240	ROBERT PORTILLO
577708	04/18/2018	\$120.00	RECREATION CLASSES	65000	JOAQUIN B. RENTERIA
577709	04/18/2018	\$337.04	MACHINERY & EQUIPMENTS	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
577710	04/18/2018	\$110.00	CARPOOL INCENTIVE	57000	ALBERT RIVERS
577711	04/18/2018	\$40.00	CARPOOL INCENTIVE	56830	ESTHER ROBLES
577712	04/18/2018	\$53.94	VEHICLE MAINTENANCE/EXPENSES	52940	S & A ENGINE, INC.
577713	04/18/2018	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I. SAUCEDO
577714	04/18/2018	\$40.00	CARPOOL INCENTIVE	61140	MICHAEL SAVEDRA
577715	04/18/2018	\$1,440.00	CONTRACT SERVICES	1868	SHEPPARD MULLIN RICHTER & HAMPTON LLP
577716	04/18/2018	\$148.79	MACHINERY & EQUIPMENTS	1937	SHI INTERNATIONAL CORP.
577717	04/18/2018	\$120.05	CONTRACT SERVICES	36350	SHRED-IT USA
577718	04/18/2018	\$6,146.85	CONTRACT SERVICES	36290	SIEMENS INDUSTRY INC.
577719	04/18/2018	\$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
577720	04/18/2018	\$40.00	CARPOOL INCENTIVE	33960	DAVID SOSNOWSKI
577721	04/18/2018	\$150.00	PERMITS AND FEES	4160	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED.
577722*	04/18/2018	\$581.05	PREPAID EXPENSES	2004	TABORDA SOLUTIONS, INC.
577723	04/18/2018	\$189.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
577724	04/18/2018	\$229.00	DUES & SUBSCRIPTIONS	4020	TORO NSN
577725	04/18/2018	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
577726	04/18/2018	\$156.85	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
577727	04/18/2018	\$1,920.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
577728	04/18/2018	\$40.00	CARPOOL INCENTIVE	595	MATTHEW A VALENZUELA
577729	04/18/2018	\$40.00	CARPOOL INCENTIVE	52570	CLAUDIA S. VARGAS
577730	04/18/2018	\$40.00	CARPOOL INCENTIVE	62650	DELFINA VARGAS
577731	04/18/2018	\$40.00	CARPOOL INCENTIVE	395	MARIA TERESA VASQUEZ
577732	04/18/2018	\$8,107.00	CONTRACT SERVICES	75020	VASQUEZ & CO.,LLP
577733*	04/18/2018	\$879.01	SUPPLIES	2007	VAUGHAN TRUCKING, LLC.
577734	04/18/2018	\$40.00	CARPOOL INCENTIVE	1701	MATTHEW VEGA
577735	04/18/2018	\$7,244.35	CONTRACT SERVICES	47600	VORTEX INDUSTRIES

577736	04/18/2018	\$202.58	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
577737	04/18/2018	\$1,003.00	CONTRACT SERVICES	22290	WESTERN ALLIED CORPORATION
577738	04/18/2018	\$1,734.48	SUPPLIES	67320	WINZER CORPORATION
577739	04/18/2018	\$25,649.25	CONTRACT SERVICES	1631	YORK RISK SERVICES GROUP, INC.
577740	04/18/2018	\$1,000.00	CONTRACT SERVICES	9070	ERVIN L. YOUNGBLOOD
577741	04/18/2018	\$2,400.00	CONTRACT SERVICES	1439	Z ELECTRIC & SON OF CALIFORNIA INC.
577742	04/18/2018	\$40.00	CARPOOL INCENTIVE	75930	DELFINO RANGEL ZARAGOZA
577743	04/18/2018	\$40.00	CARPOOL INCENTIVE	351	STEVE ZARAGOZA
Total		\$1,639,762.33			
6093 - Successor Agency					
1389	04/18/2018	\$3,200.00	CONTRACT SERVICES	40240	ARBITRAGE COMPLIANCE SPECIALISTS, INC
1390	04/18/2018	\$3,021.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
1391	04/18/2018	\$1,793.74	ADVERTISING/PRINTING SERVICES	417	TRIBUNE COMPANY
1392	04/18/2018	\$2,050.00	CONTRACT SERVICES	15180	STEARNS, CONRAD AND SCHMIDT CONSULTING ENG.
Total		\$10,064.74			

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

MINUTES

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

1. **CALL MEETING TO ORDER:** Mayor Romero called the meeting to order at the hour of 6:15 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Barajas, Hadjinian, Delgado, Romero
MEMBERS ABSENT: Molinari
STAFF PRESENT: City Attorney Alvarez-Glasman
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** City Attorney Alvarez-Glasman

PUBLIC ORAL COMMUNICATIONS (30 MINUTES ONLY)

Gary Clifford, Athens, congratulated Mayor Romero for her dedication during the past year.

Maribel Briseno spoke in opposition to the City's recent reorganization of the City Council.

Leon Kirakosian, Armenian National Committee, congratulated the Mayor and Mayor Pro Tem.

Paul Parzik, YMCA, expressed gratitude to the City Councilmember for a wonderful partnership with the YMCA.

Denise Campos, Southern California Gas Public Affairs thanked Mayor Romero for serving as Mayor the past year and looks forward to working Mayor Delgado and Mayor Pro Tem Hadjinian.

Carla Alcala thanked Mayor Romero and expressed congratulations to Mayor Delgado.

6. **REMARKS BY OUTGOING MAYOR ROMERO**
7. **PRESENTATIONS TO OUTGOING MAYOR ROMERO**

Presentations were made by the following:

Jimmy Tang
David Gevorkyan
Representative from Los Angeles County Sheriff Jim McDonnell's Office
Adam Galia – Tony Mendoza's Office
Rida Hamida – Cristina Garcia's Office
Joanna Flores and Dr. Anthony Martinez
Sean Ashton – Councilmember, Downey
John Velasco, Heart of Compassion

- 8. OATH OF OFFICE AND REMARKS BY INCOMING MAYOR DELGADO**
- 9. OATH OF OFFICE AND REMARKS BY INCOMING MAYOR PRO TEM HADJINIAN**
- 10. REMARKS BY MEMBERS OF THE CITY COUNCIL**

ADJOURNMENT

Upon motion carried unanimously, Mayor Delgado adjourned the meeting at the hour of 7:47 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of December 19, 2017 were approved as written on April 25, 2018.

VANESSA DELGADO

ATTEST:

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 Delgado called the meeting to order at the hour of 5:30 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Barajas, Hadjinian, Romero, Molinari, Delgado
MEMBERS ABSENT: None
STAFF PRESENT: Acting City Manager Pasmant, City Attorney Alvarez-Glasman
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:**
Assistant City Attorney Cardinale

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

Charles Pell asked that case numbers be listed on Closed Session items and that the employee title be listed under Item No. 7. City Attorney Alvarez-Glasman stated the adding a name/position would breach privacy rights of the employee.

CLOSED SESSION

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

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Name of Case: A. Iglesias v. City of Montebello
Name of Case: C. Tyni v. City of Montebello

City Council gave direction for possible resolution. No final action, nothing further to report.

5. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Name of Case: JCS v. City of Montebello

City Councilmembers received a briefing. No action taken. Nothing further to report.

6. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Government Code Section 54957
Title: Fire Chief

Councilmember Barajas moved, seconded by Mayor Pro Tem Hadjinian to approve Employment Contract No. 3349 for the position of Fire Chief with Fernando Pelaez. Motion carried 5-0.

Title: Director of Community Development
Title: Director of Finance/Human Resources

Regarding the above two positions, City Council gave direction, no action taken, no reportable action.

7. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Government Code Section 54957

City Councilmembers gave direction on one matter, no final action, nothing further to report.

8. 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

A briefing was provided to City Councilmembers, no final action, nothing to report.

REGULAR SESSION

9. INVOCATION

City Clerk Barajas

PLEDGE OF ALLEGIANCE

Fire Chief Pelaez

10. PRESENTATIONS

**A. OATH OF OFFICE –YOUTH COMMISSIONER VICTORIA GUERRERO,
APPOINTED BY COUNCILMEMBER MOLINARI**

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

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

Kimberly Cobos thanked the Police Department for passing out hams during their recent DUI checkpoint.

Charles Pell spoke about the City Manager put on Administrative leave and policies.

City Treasurer Mooradian gave an update on City investments.

13. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

14. CHANGES TO THE AGENDA – CITY MANAGER

None.

15. APPROVAL OF AGENDA: Councilmember Barajas moved, seconded by Mayor Pro Tem Hadjinian that all items be approved in a single motion with the exception of Item No. 15, 16, 17, 18, and 23. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

NEW BUSINESS

16. APPOINTMENT OF A REPRESENTATIVE THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

Councilmember Barajas moved, seconded by Councilmember Romero to nominate Avik Cordeiro representative to the Greater Los Angeles County Vector Control District for a two year term. Motion carried unanimously.

CONSENT MATTERS

17. LACCD V. COUNTY OF LOS ANGELES, ET AL. AND MUSD V. COUNTY OF LOS ANGELES, ET AL. SETTLEMENT AGREEMENTS

Frank Thomas Morales spoke about honor and integrity, and spoke about current Board of Education members.

Councilmember Barajas moved, seconded by Mayor Pro Tem Hadjinian to adopt the Resolution No. 18-01 and Resolution No. 18-02 approving the settlement agreement No. 3341 between the City of Montebello and the Los Angeles Community College District ("LACCD") and Montebello Unified School District ("MUSD") in connection with lawsuits brought against the County of Los Angeles, City of Montebello, and over 60 other public agencies resulting from the County's erroneous calculation of statutory pass-through payments. Motion carried unanimously.

18. PROFESSIONAL SERVICES AGREEMENT WITH MONTAGUE DEROSE AND ASSOCIATES, LLC

Councilmember Molinari stated that this was not the same item that was to be continued from the December 13, 2017 City Council meeting, and stated that Montague de Rose has been instrumental in reporting on important matters.

Councilmember Romero stated that she would like assurance that invoices from Montague de Rose accurately reflect expenses and billable hours.

Councilmember Barajas moved, seconded by Mayor Pro Tem Hadjinian to approve all additional necessary expenditures, by Montague DeRose and Associates, LLC., to complete the review of the Hilton Garden Inn Management Agreement., Resolution No. 18-03, and to bring back a report to the next City Council Meeting with a Request for Proposal. Motion carried unanimously.

19. PREFERENTIAL PARKING DISTRICT DESIGNATION ON SAN MARINO AVENUE FROM GREENWOOD AVENUE TO MONTEBELLO BOULEVARD

Judy Rios, San Marino, stated support for the preferential parking.

Councilmember Molinari moved, seconded by Councilmember Barajas to adopt Resolution No. 18-04 designating a preferential parking district on San Marino Avenue from Greenwood Avenue to Montebello Boulevard, as recommended by the Traffic and Safety Commission, seven days a week from 6:00 p.m. to 6:00 a.m. Motion carried unanimously.

20. PREFERENTIAL PARKING DISTRICT DESIGNATION ON EASTON STREET FROM WEST CITY LIMIT TO NORTHSIDE DRIVE

Councilmember Barajas moved, seconded by Mayor Pro Tem Hadjinian Resolution No. 18-05 designating a preferential parking district on Easton Street from West City Limit

to Northside Drive, as recommended by the Traffic and Safety Commission. Motion carried unanimously.

21. PREFERENTIAL PARKING DISTRICT DESIGNATION ON 4TH STREET FROM WASHINGTON BOULEVARD TO FRANKEL AVENUE

Councilmember Barajas moved, seconded by Mayor Pro Tem Hadjinian Resolution No. 18-06 designating a preferential parking district on 4th Street from Washington Boulevard to Frankel Avenue, as recommended by the Traffic and Safety Commission. Motion carried unanimously.

22. APPROVE A CONTRACT FOR REQUEST FOR PROPOSALS (RFP NO 18-19) FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

Councilmember Barajas moved, seconded by Mayor Pro Tem Hadjinian to approve a contract for traffic signal maintenance services to Siemens Industry, Inc. in the amount of \$64,974.00 per year for Request for Proposals (RFP No 18-19) for Traffic Signal Maintenance Services and authorize the Acting City Manager to execute the Contact Agreement No. 3342. Motion carried unanimously.

23. APPROVE A CONTRACT FOR EXTENSION OF THE DRIVING RANGE PROTECTIVE BARRIER AT THE GOLF COURSE, PER REQUEST FOR QUOTATION (RFQ NO Q-18-48) DRIVING RANGE BARRIER EXTENSION TO JUDGE NETTING, INC.

This item was pulled from the agenda and not discussed.

24. A REQUEST TO ACCEPT AND FILE A REPORT ADDRESSING THE FEASIBILITY OF CIRCULAR DRIVEWAYS ON KEENAN STREET FROM VIA CAMPO TO DEWAR STREET

Councilmember Barajas moved, seconded by Mayor Pro Tem Hadjinian Receive and file a staff report addressing the feasibility of circular driveways on Keenan Street, from Via Campo to Dewar Street, and consider adoption of a policy pertaining to circular driveway improvements and/or provide direction to staff as appropriate. Motion carried unanimously.

25. PLANS AND SPECIFICATIONS FOR ELLINGBROOK DRIVE STREET IMPROVEMENT PROJECT FROM FIRVALE AVENUE TO EASTERLY END CUL-DE-SAC. BID # 18-15 IN THE CITY OF MONTEBELLO

Councilmember Barajas moved, seconded by Mayor Pro Tem Hadjinian that the City Council find the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA); approve the Project Plans and Specifications for this project (as prepared by Infrastructure Engineers); and authorize the Public Works Department to advertise for bids for the project and designate January 29, 2018 at 11:10 a.m. as the bid opening date. Motion carried 4-0-1 (Romero abstained).

26. NOTICE OF COMPLETION - PAVEMENT REPAIRS AND SKIN PATCH PROJECT VARIOUS LOCATIONS, CP 859, BID # 17-18

Councilmember Barajas moved, seconded by Mayor Pro Tem Hadjinian That the City Council: accept as complete Pavement Repairs and Skin Patch Project Various Locations, CP 859, Bid # 17-18, Fiscal Year 2016/2017; approve the allocation of \$1,711.43 from the Public Works Maintenance & Operations Budget to cover unforeseen additional expenditures; and authorize the City Clerk to process the Notice of Completion. Motion carried unanimously.

27. FACILITY USE AGREEMENT – CITY OF COMMERCE BUS WASH FACILITY

Councilmember Barajas moved, seconded by Mayor Pro Tem Hadjinian to approve a Facility Use Agreement (“Agreement”) between the City of Montebello (“Montebello”) and the City of Commerce (“Commerce”) allowing the Montebello Bus Line (“MBL”) to use the Commerce

Bus Wash Facility while the MBL's facility undergoes renovations; and authorize the Acting City Manager to execute Agreement No. 3343 on the City's behalf. Motion carried unanimously.

28. COMPUTER AND COMMUNICATION HARDWARE FOR TRANSIT SUPPORT AND POLICE VEHICLES

Councilmember Barajas moved, seconded by Mayor Pro Tem Hadjinian approve the purchase of computer and communication hardware for transit support and police vehicles, in the amount of \$28,143.20, and authorize the Acting City Manager to execute the purchase agreement on behalf of the City. Motion carried unanimously.

29. AUTHORIZED SIGNATORY FOR ICMA RETIREMENT TRUST ACCOUNT

Councilmember Barajas moved, seconded by Mayor Pro Tem Hadjinian to adopt Resolution No. 18-07 changing the designation of the City's ICMA Retirement Trust Account "Plan Coordinator", from "City Administrator" to "City Manager." Motion carried unanimously.

30. CITY WARRANTS AND AUTHORIZED SIGNATURES

Councilmember Barajas moved, seconded by Mayor Pro Tem Hadjinian to approve and adopt Resolution 18-08 related to authorized signatories for City Warrants, Checks, and Bank Accounts. Motion carried unanimously.

31. CITY OF MONTEBELLO-LOCAL AGENCY INVESTMENT FUND (LAIF)

Councilmember Barajas moved, seconded by Mayor Pro Tem Hadjinian to approve and adopt Resolution Nos. 18-09 and 18-10 to update the authorized officers for the Successor Agency and City LAIF accounts. Motion carried unanimously.

32. MONTHLY INVESTMENT REPORT: NOVEMBER 2017

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

33. CLAIMS AGAINST THE CITY

Councilmember Barajas moved, seconded by Mayor Pro Tem Hadjinian to **DENY** the following claims: FedEx in the amount of \$5,101.11; A. Pena in the amount of \$203.45; R. Gascon in the amount of \$300.00; A. Chairez (no amount given); and I. Perez in the amount of \$28,000.00. Motion carried unanimously.

34. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED JANUARY 10, 2018

Councilmember Barajas moved, seconded by Mayor Pro Tem Hadjinian to adopt the Resolution No. 18-11 approving the Warrant Register dated January 10, 2018. Motion carried unanimously.

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

COUNCIL ORALS

36. COUNCILMEMBER BARAJAS

None.

37. MAYOR PRO TEM HADJINIAN

None.

38. COUNCILMEMBER ROMERO

Legislative update.

Councilmember Romero spoke about the Sacramento Legislative Tour, as a representative of ICA, and spoke about Calpers issues, right-of-way agreements and rising property crimes.

39. COUNCILMEMBER MOLINARI

None.

40. MAYOR DELGADO

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Delgado adjourned the meeting at the hour of 8:25 p.m., and asked for a moment of silence in memory of the victims of the rainstorm yesterday in Montecito.

Approval of Minutes: Upon motion carried unanimously, the minutes of January 10, 2018, were approved as written on April 25, 2018.

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 Delgado called the meeting to order at the hour of 5:40 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Hadjinian, Romero (arrived at 5:45 p.m.), Molinari, Barajas, Delgado.
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

None.

Mayor Delgado recessed the meeting into Closed Session at the hour of 5:40 p.m. to discuss the following items. At the hour of 6:20 p.m., Mayor Delgado reconvened the meeting.

CLOSED SESSION

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

4a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Name of Case: A. Iglesias v. City of Montebello

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

4b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Name of Case: Calleros v. City of Montebello

Councilmember Molinari moved, seconded by Councilmember Barajas to add this item to the agenda. City Councilmember received a briefing, direction was provide, nothing further to report.

5. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(4)
Initiation of litigation – one matter

City Councilmembers authorized the retention of Lyngard and Associates, Appraiser, and approved Agreement No. 3345.

6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code 54956.8

Property: 1345 North Montebello Boulevard, Montebello

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

Negotiating Party: Costco

REGULAR SESSION

7. INVOCATION Councilmember Barajas

PLEDGE OF ALLEGIANCE Councilmember Hadjinian

8. PRESENTATIONS

A. OATH OF OFFICE – FIRE CHIEF FERNANDO PELAEZ

B. OATH OF OFFICE –YOUTH COMMISSIONER NATHAN LANGREHR

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

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

David and Vickie Sanchez asked about regulations regarding canopies in backyards.

Linda Nicklas applauded Mayor Delgado for welcoming an audit.

Michael Popoff congratulated Chief Pelaez and the Fire Department. Mr. Popoff added that the City should request a forensic audit.

Peter Kaprelian, resident since 1974, stated support of the City moving forward, and stated support of Chief Pelaez and the Fire Department.

11. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Assistant City Manager Batson spoke about the street improvements on Bluff Road between Oakwood and Sycamore, 2nd and 3rd Streets between Beverly Blvd. and Victoria Avenue.

Councilmember Barajas invited all to attend the Lions Club Casino Night at the Cathy Hensel Youth Center, from 5:00 to 10:00 p.m. on Saturday, January 27, 2018, and includes dinner, entertainment and casino games.

12. CHANGES TO THE AGENDA – CITY MANAGER

None.

13. APPROVAL OF AGENDA: Councilmember Molinari moved, seconded by Councilmember Barajas that all items be approved in a single motion with the exception of Item Nos. 14, 5 and 16. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

CONSENT MATTERS

14. PREFERENTIAL PARKING DISTRICT DESIGNATION ON 4TH STREET FROM WASHINGTON BOULEVARD TO FRANKEL AVENUE – CORRECTION OF HOURS

Monica Lagunas, Chago Restaurant stated that she has not been notified of the request for a preferential parking district, and that the business has been in operation for five years.

David Morris, 4th Street, spoke about the traffic and parking problems because of the restaurant crowd, and asked the City Council to approve the preferential parking district.

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Molinari to adopt Resolution No. 18-12 designating a preferential parking district on 4th Street from Washington Boulevard to Frankel Avenue, on Monday through Friday, 4:00 p.m. to 6:00 a.m., and 6:00 a.m. to 12:00 a.m. on Saturday and Sunday, as recommended by the Traffic and Safety Commission. Motion carried unanimously.

15. PROP A FUND EXCHANGE – CITY OF PASADENA

Acting City Manager Pasmant gave a brief summary.

Michael Popoff state opposition to the exchange.

Mayor Pro Tem Hadjinian that the approval represent fiscal responsibility by the City Council.

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Molinari to adopt a Resolution No. 18-13 approving Agreement No. 3350 with the City of Pasadena for the exchange of One Million Dollars (\$1,000,000) of uncommitted Montebello Prop A funds for Seven Hundred Fifty Thousand Dollars (\$750,000) to Montebello's General Fund, per the approved FY 2017/18 City Budget; adopt Resolution No. 18-13, and authorize the Acting City Manager to execute the agreement on behalf of the City, and directed staff to keep funds in reserves until the budget is adopted for 2018-19. Motion carried unanimously.

16. APPROVE A CONTRACT FOR ON-CALL SEWER MAINTENANCE AND PLUMBING SERVICES WITH SEBASTIAN WATERWORKS INC., DBA MR. ROOTER PLUMBING (REQUEST FOR PROPOSALS MO. 18-27)

Mike Torres spoke about the hours charged by Mr. Rooter

Councilmember Molinari inquired as to why only one bid was submitted.

The item was heldover for a future meeting. City Councilmembers directed staff to bring back a report regarding oversight and costs. Motion carried unanimously.

17. AWARD OF CONTRACT FOR MONTEBELLO BUS LINES (MBL) ADVERTISING PROGRAM SERVICES RFP NO.17-16

Councilmember Molinari moved, seconded by Councilmember Barajas to award a contract to Osik Media LLC., for Montebello Bus Lines (MBL) Advertising Program Services Project, as recommended by the Director of Transportation, and authorize the Acting City Manager to execute Agreement No. 3351 on behalf of the City. Motion carried unanimously.

18. MEDICAL DIRECTOR FOR FIRE DEPARTMENT PARAMEDICS PROGRAM

Councilmember Molinari moved, seconded by Councilmember Barajas to approve a new agreement with Dr. Loza-Gomez as the Medical Director and authorizing physician for the purchase and dispensing of narcotics and devices for Montebello Fire Paramedics Program; and

authorized the Acting City Manager to execute Agreement No. 3352 on behalf of the City. Motion carried unanimously.

19. AUTHORIZATION FOR CALIFORNIA TRANSIT SECURITY GRANT PROGRAM, CALIFORNIA TRANSIT ASSISTANCE FUND, ACCOUNT BOND PROGRAM

Councilmember Molinari moved, seconded by Councilmember Barajas to adopt Resolution 18-15 appointing the Acting City Manager as City official with the authority to execute Certifications and Assurances for the California Transit Security Grant Program (CTSGP), California Transit Assistance Fund (CTAF), and account bond program administered by the California Governor's Office Emergency Services (Cal OES). Motion carried unanimously.

20. AUTHORIZATION FOR EXECUTION OF CERTIFICATIONS AND ASSURANCES FOR THE STATE OF GOOD REPAIR (SGR) FUNDING PROGRAM

Councilmember Molinari moved, seconded by Councilmember Barajas adopt a Resolution No. 18-14 appointing the Acting City Manager as the City official authorized to execute the Certifications and Assurances for the FY 2017/2018 State of Good Repair Funding Program under the California Road Repair and Accountability Act of 2017 (SB1), and approving the list of eligible projects for the City's funding allocation. Motion carried unanimously.

21. CITY PLANNING GRANT TO PREVENT AND COMBAT HOMELESSNESS

Councilmember Molinari moved, seconded by Councilmember Barajas to (1) Approve the Memorandum of Understanding (MOU) Agreement No. 3348, to allow the San Gabriel Valley Council of Government (SGVCOG) to help the City to develop a Homeless Plan by managing and executing the consultant's contract; and (2) Approve the contract between the City and Los Angeles County, which awards the City \$50,000 to perform a study and design a homeless plan. Motion carried unanimously.

22. MONTHLY INVESTMENT REPORT - DECEMBER 2017

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

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

Councilmember Molinari moved, seconded by Councilmember Barajas to adopt Resolution No. 18-16 approving the Warrant Register dated January 24, 2018. Motion carried unanimously.

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

COUNCIL ORALS

25. MAYOR PRO TEM HADJINIAN

None.

26. COUNCILMEMBER ROMERO

Consensus to align with other municipalities in amending Prop 57 and solving problems from Metroplex NexGen.

Consensus was reached to support Proposition 57.

27. COUNCILMEMBER MOLINARI

None.

28. COUNCILMEMBER BARAJAS

None.

29. MAYOR DELGADO

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Delgado adjourned the meeting at the hour of 7:55 p.m. in honor of the young ladies from the United States Olympic Gymnastic's team who were handed justice recently and will now be able to move forward after Larry Nassar is sentenced.

Mayor Delgado reminded all that a Baby Celebration will take place at Beverly Hospital on Saturday, February 10, 2018 from 10:00 a.m. to 2:00 p.m. and all those born at Beverly Hospital are invited to attend.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of January 24, 2018, were approved as written on April 25, 2018.

IRMA BARAJAS, City Clerk

MINUTES

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

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Chairperson Delgado called the meeting to order at the hour of 5:37 p.m.
2. **ROLL CALL:** Secretary I. Barajas
MEMBERS PRESENT: Hadjinian, Molinari , Barajas, Delgado
MEMBERS ABSENT: Romero

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to excuse Councilmember Romero. Motion carried unanimously.

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

None.

4. **CONSIDERATION OF SUCCESSOR AGENCY'S RECOGNIZED OBLIGATIONS PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2018-2019**

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to adopt the following resolutions: SA RESOLUTION NO. 18-01, A RESOLUTION OF THE MONTEBELLO SUCCESSOR AGENCY APPROVING THE MONTEBELLO SUCCESSOR AGENCY'S RECOGNIZED OBLIGATIONS PAYMENT SCHEDULE FOR FISCAL YEAR 2018-2019; and SA RESOLUTION NO. 18-02, A RESOLUTION OF THE MONTEBELLO SUCCESSOR AGENCY APPROVING THE MONTEBELLO SUCCESSOR AGENCY'S ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2018-2019. Motion carried 4-0-1 on the following roll call vote:

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

ADJOURNMENT

Upon motion carried unanimously, Mayor Delgado adjourned the meeting at the hour of 5:40 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of the Special Meeting of January 24, 2018, were approved as written on April 25, 2018.

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 Delgado called the meeting to order at the hour of 5:40 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Romero (arrived at the beginning of Closed Session), Molinari, Barajas, Hadjinian, Delgado (arrived at 6:00 p.m.)
MEMBERS ABSENT: None.
STAFF PRESENT: Acting City Manager Pasmant, Assistant City Attorney Cardinale
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:** Assistant City Attorney Cardinale

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

Mayor Delgado recessed the meeting into Closed Session at the hour of 5:40 p.m. to discuss the following matters. At the hour of 6:40 p.m., Mayor Delgado reconvened the meeting.

CLOSED SESSION

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

4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Cases: K. Montoya v. City of Montebello; L. Scott v. City of Montebello; J. Calleros v. City of Montebello

Not discussed.

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to add Item No. 4a below, which came to be after the posting of the Agenda. Motion carried unanimously.
- 4a. **CONFERENCE WITH LEGAL COUNSEL**
Government Code Section 54954.2(E)(2)
Damage at Holifield Park

No final or reportable action.
5. **PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**
Government Code Section 54957
Title: Police Chief
Title: Director of Planning and Community Development

City Councilmember received a briefing, direction was provided, no reportable action.

6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8:

Property: 114-124 S. 6th Street

Agency negotiator: Andrew Pasmant, City Manager

Negotiating parties: Ku and Associates

Under negotiation: Price and Terms; Compliance with Purchase & Sale Agreement

City Councilmember received a briefing, direction was provided, no reportable action taken.

REGULAR SESSION

7. INVOCATION City Treasurer Mooradian

PLEDGE OF ALLEGIANCE Councilmember Molinari

8. PRESENTATIONS

A. MONTEBELLO POLICE FOUNDATION PRESENTATION – presentation given by Chris Arzate

9. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: Assistant City Attorney Chris Cardinale

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

Carla Contreras, Housing Rights Center, spoke about an upcoming Fair Housing workshop on February 22, 2018, from 6:00 p.m. to 8:00 p.m. in the Training Room at Montebello City Hall.

Margot Eiser stated that the Bible should not be left on the speaker podium.

Avik Cordiero, GLAVCD representative, gave an update regarding the mosquito problem in Montebello.

Linda Nicklas stated support of a City audit.

Tila Gregorian spoke about rumors regarding revenue coming to the City from Cook-Hill.

Greg Tuttle spoke about the lack of leadership, the Athens evergreen contract and the AAE contract.

11. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director Sosnowski spoke about Community Clean Up Day on February 24, 2018 from 8:30 a.m. to 12:00 p.m., beginning at Whittier and 6th Street.

12. CORRECTIONS TO THE AGENDA – CITY MANAGER

- 13. APPROVAL OF AGENDA:** Councilmember Molinari moved, seconded by Councilmember Barajas that all items be approved in a single motion with the exception **Item Nos. 14, 15, 16, 17, 18, 22, and 23.** Such approval will also waive the reading of any ordinance. Motion carried unanimously.

13a. SIDEWALK AT HOLIFIELD PARK

Staff asked to waive the formal bidding process due to the dangerous condition of sidewalk, and solicited informal bids. Amount to repair is just over \$5,000.00.

Councilmember Barajas moved, seconded by Councilmember Molinari to repair sidewalk. Motion carried on following roll call vote:

AYES:	Romero, Molinari, Barajas, Hadjinian
NOES:	None
ABSENT:	Delgado (arrived after vote)

SCHEDULED MATTERS

14. PUBLIC HEARING – AMENDMENT TO THE CHAPTER 5.90 OF THE MONTEBELLO MUNICIPAL CODE, AND AN AMENDMENT TO THE ZONING CODE, BOTH RELATING TO COMMERCIAL CANNABIS ACTIVITIES; SOLICITATION OF APPLICATIONS FOR CULTIVATION, MANUFACTURING, AND TESTING SITES

Assistant City Attorney gave a brief summary of the item.

The public hearing was opened at the hour of 7:45 p.m.

Joe Montes stated support of the amendment.

Alexander Baez spoke in support of the amendment.

Linda Nicklas spoke in opposition to the amendment.

Maribel Briseno asked that visits be made to locations if approved, but asked that the item be held over due to unanswered questions.

Richard Medina, Latinos for Cannabis, spoke about the economic benefits regarding commercial cannabis activities.

Tila Gregorian spoke against the amendment.

Greg Tuttle, Baldwin Park stated opposition to the proposed amendment.

Mark spoke about the difficulty with enforcing laws today and asked about impact studies.

The public hearing ended at 8:10 p.m.

Councilmember Romero asked about updates from the Police and Fire Departments, and ask why HDL was not involved in the process.

Councilmember Barajas asked about the impact to the Police Department. Staff replied that the process has been going on for a couple of years. The security measures addressed to law enforcement are regulated by the Bureau of Cannabis Control overseen by the State of California. Chief Pelaez stated that all requirements by the Fire Departments have been met regarding the zoning changes.

City Treasurer Mooradian asked questions regarding cash deposits received from the cannabis businesses.

Councilmember Romero asked if the security standards would be monitored by the Police Department. Staff stated that security standards are development standards and will be monitored by the Planning Department and Code Enforcement. Fees approved today will only cover application fees and do not cover annual inspections.

Councilmember Molinari stated that there are no heavy industrial uses on Telegraph Road. There is no protection for residents.

Mayor Pro Tem Hadjinian spoke about generating revenue for the City and added that claims of an underhanded deal cannot be validated.

Mayor Delgado spoke about possible revenues and stated support in moving forward to approve the amendment.

Councilmember Romero asked for more comprehensive reports from the Police and Fire Departments.

Councilmember Molinari moved, seconded by Councilmember Romero to deny the recommendations, send the matter back to the Planning Commission, and bring back a new report with answers to tonight's questions regarding the matter. Motion failed as follows:

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

Mayor Delgado moved, seconded by Councilmember Barajas to (1) receive a presentation from staff concerning an Ordinance amending Chapter 5.90 and a Zoning Amendment relating to commercial cannabis activities; (2) conduct a public hearing on the proposed Zoning Amendment; and (3) either (a) approve first reading of the Amendment to Chapter 5.90 and the Zoning Code Amendment, and approve issuance of a Solicitation for Applications for Commercial Cannabis Sites. Motion carried 3-2 on the following roll call vote:

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

It was agreed that the RFP time frame to receive applications will be 30 days.

CONSENT MATTERS

15. A RESOLUTION ESTABLISHING NEW FEES RELATED TO DEVELOPMENT AGREEMENT APPLICATIONS FOR COMMERCIAL CANNABIS ACTIVITIES

Assistant City Attorney gave a brief summary.

Kimberly Cobos ask about fees paid for applications. Staff replied that the applicant would be disqualified if fee is not paid.

Linda Nicklas asked if applications would need to complete the Livescan fingerprint process.

Councilmember Romero stated that while she opposed the approval of Item No. 14, she does support the establishment of new fees for the applications and process, and asked that staff time be included in costs of permits.

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to (1) receive a presentation from staff concerning proposed application and processing fees; (2) conduct a public hearing on the proposed fees; and adopt the Resolution No. 18-17 establishing the amount of the fees. Motion carried 4-1 as follows:

AYES: Romero, Barajas, Hadjinian, Delgado

NOES: Molinari

16. MID-YEAR FINANCIAL REPORT (JULY 1, 2017 THROUGH DECEMBER 31, 2017) AND MID-YEAR BUDGET REVIEW

Councilmember Molinari noted that the Golf Course Fund has a deficit. Acting City Manager stated that payments are still being made to the Golf Course bond.

Councilmember Romero asked for a mechanism to collect all outstanding Code Enforcement citations/violations.

Councilmember Molinari moved, seconded by Councilmember Barajas to note and file said report.

17. COUNCIL ASSIGNMENTS

Mayor Delgado asked that the City Council appoint another representative to the Independent Cities Association Board, to replace Councilmember Romero.

Mayor Pro Tem Hadjinian nominated Councilmember Molinari to the Street Ad Hoc Committee. Councilmember Molinari declined the nomination.

Mayor Pro Tem Hadjinian was appointed to represent the City on the Independent Cities Association (ICA) Board. No other changes were made.

18. A REQUEST TO RECEIVE AND FILE A REPORT ADDRESSING THE COST TO CREATE A TEMPORARY GREENSPACE AREA AT TAYLOR RANCH AND REMOVE THE EXISTING CHAIN LINK FENCE

Kimberly Cobos spoke on behalf of Denise Hagopian and stated that that oil well pipes had been repaired and that the structure and fence should be torn down.

Tila Gregorian stated that bond money was to be used for the cultural center and not the surrounding area.

Mayor Pro Tem Hadjinian would like to see Taylor Ranch open as a park.

The City Councilmembers agreed to receive and file a staff report addressing the cost to create a temporary greenspace area at Taylor Ranch Park and asked staff to bring back a report with more cost effective options and costs for the landscape. Motion carried.

19. CITY OF MONTEBELLO ADMINISTRATIVE POLICY: ADDENDUM TO FEDERAL GRANTS PROCUREMENT GUIDELINES VIB2

Councilmember Molinari moved, seconded by Councilmember Barajas to approve Addendum No. 1 (Exhibit "A"), to the City of Montebello's Administrative Policy related to its Federal Grants Procurement Guidelines. Motion carried unanimously.

20. AWARD OF AGREEMENT FOR REQUEST FOR PROPOSALS NO. 18-2 - CALIFORNIA SENATE BILL 90 STATE-MANDATED COST CLAIMS REIMBURSEMENT

Councilmember Molinari moved, seconded by Councilmember Barajas to (1) Award a contract in the amount of \$6,900.00 to MGT Consulting Group for RFP No. 18-2 - California Senate Bill 90 State-Mandated Cost Claims Reimbursement; (2) Authorize the Acting City Manager to execute the Agreement No. 3354 on behalf of the City. Motion carried unanimously.

21. REQUEST FOR CITY COUNCIL TO ACCEPT AS COMPLETE C.P. 825 - WASHINGTON BOULEVARD STREET IMPROVEMENT - PHASE II FROM WEST CITY LIMIT TO THE EAST CITY LIMIT AND AUTHORIZE THE CITY CLERK TO PROCESS A NOTICE OF COMPLETION

Councilmember Molinari moved, seconded by Councilmember Barajas to accept as complete C.P. 825 - Washington Boulevard Street Improvement - Phase II from West City Limit to the East City Limit and authorize the City Clerk to process a Notice of Completion. Motion carried unanimously.

22. CONCESSION AGREEMENT BETWEEN THE CITY AND GOLF PRO THOMAS CAMACHO

Chuck Holt, 35 year member of the Men's Club at the Golf Course, stated support of the proposed agreement with Golf Pro Thomas Camacho.

David Hernandez stated support of the agreement.

Ray Swedo stated support of the proposed agreement with Thomas Camacho.

Luis Garcia stated support of the agreement.

Howard Hernandez, a Veteran, stated support of the agreement with Thomas Camacho.

Edward Preciado, spoke in support of the 5 year extension with Thomas Camacho.

Joe Thomas stated support of the 5 year extension with Thomas Camacho.

Councilmember Romero stated that a performance review needs to be done.

Councilmember Molinari spoke about the LED sign along the 60 Freeway and added that additional advertising should be available for the Golf Course.

Councilmember Barajas spoke in support of the extension.

Mayor Pro Tem Hadjinian stated support of the extension with Thomas Camacho, but added that a performance review should be completed.

Mayor Delgado stated support of the new agreement.

Councilmember Barajas moved, seconded by Councilmember Molinari to approve Concession Agreement No. 3355 between the City of Montebello ("City") and Golf Pro Thomas Camacho ("Camacho") (Agreement No. 1628). Motion carried unanimously.

23. APPROVE A CONTRACT FOR ON-CALL SEWER MAINTENANCE AND PLUMBING SERVICES WITH SEBASTIAN WATERWORKS INC., DBA MR. ROOTER PLUMBING (REQUEST FOR PROPOSALS MO. 18-27)

Councilmember Molinari questioned why only one proposal was received, and added that in order to access Planet Bids, a fee has to be paid. Councilmember Molinari asked that the item be held over.

Councilmember Romero stated support of the approval of the agreement with Mr. Rooter Plumbing.

Councilmember Romero left the meeting at the hour of 11:03 p.m.

Mayor Pro Tem Hadjinian stated that the City requested proposals and that the one response is a valid response.

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to (1) Approve a contract for on-call sewer maintenance and plumbing services with Sebastian Waterworks, Inc., dba Mr. Rooter Plumbing, in an amount not to exceed \$240,000 per year, per Request for Proposals (RFP No. 18-27) for On-Call Sewer Maintenance and Plumbing Services, and authorize the Acting City Manager to execute Agreement No. 3356 on behalf of the City. Motion carried 3-1-1 on the following roll call vote:

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

24. AWARD PEST CONTROL SERVICES CONTRACT, REQUEST FOR PROPOSAL NO.18-23

Councilmember Molinari moved, seconded by Councilmember Barajas to (1) Award a contract in the amount of \$15,324 to Dewey Pest Control; and (2) Authorize the Acting City Manager to execute Contract Agreement No. 3357 on behalf of the City. Motion carried unanimously.

25. ADOPT A RESOLUTION APPOINTING A MEMBER AND ONE ALTERNATE TO THE GOVERNING BOARD OF THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (GWMA)

Councilmember Molinari moved, seconded by Councilmember Barajas to adopt Resolution No. 18-18 appointing the Assistant City Manager/Director of Public Works and the Administrative Analyst in Public Works represent the City of Montebello on the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority. Motion carried unanimously.

26. CLAIMS AGAINST THE CITY

Councilmember Molinari moved, seconded by Councilmember Barajas to **DENY** the following claims: Farmers Insurance in the amount of \$2,240.00; L. Ramirez in the amount of \$8,000.00; M. Marin in the amount of \$227.00; and E. Castaneda in the amount of \$2,800.00. Motion carried unanimously.

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

Councilmember Molinari moved, seconded by Councilmember Barajas to adopt the Resolution No. 18-19 approving the Warrant Register dated February 14, 2018. Motion carried unanimously.

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

None.

COUNCIL ORALS

29. COUNCILMEMBER ROMERO

All items below were held over and not discussed.

- a. Update on recent bills
- b. Report on ICA Conference
- c. Update on Caltrans

30. COUNCILMEMBER MOLINARI

None.

31. COUNCILMEMBER BARAJAS

None.

32. MAYOR PRO TEM HADJINIAN

None.

33. MAYOR DELGADO

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Delgado adjourned the meeting at the hour of 11:10 p.m. in memory of all of the victims of the shooting at Marjory Stoneman Douglas High School in Parkland, Florida.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of February 14, 2018, were approved as written on April 25, 2018.

IRMA BARAJAS, City Clerk