

CITY COUNCIL
MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA¹ ^{1[2]}
WEDNESDAY, OCTOBER 24, 2018

5:30 P.M.

MONTEBELLO CITY COUNCIL

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
Interim Director of Planning/Community Development
Director of Recreation and Community Services
Director of Transportation

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

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Pro Tem Hadjinian
2. **ROLL CALL:** City Clerk I. Barajas

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

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

^{2[2]} *Please note that the information contained in this agenda is a summary of the staff report prepared 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.

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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 – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
One Matter
5. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code 54956.8
Property: 1345 North Montebello Boulevard, Montebello
Agency's Negotiator: Acting City Manager Pasmant, City Attorney Alvarez-Glasman
Negotiating Party: Costco
6. **CONFERENCE WITH LABOR NEGOTIATOR**
Government Code 54957.6
Agency designated representative: Andrew G. Pasmant, Acting City Manager
Employee organization: Smart TD UTU, Montebello City Employees Association, Unrepresented Employees, Montebello Supervisor's Association, Montebello Mid-Management Association, Montebello Police Officers Association, Montebello Police Management Association, Montebello Firefighters Association, Montebello Fire Management Association
7. **PUBLIC EMPLOYEE DISMISSAL/DISCIPLINE/RELEASE**
Government Code Section 54957(b)(1)

REGULAR SESSION

8. **INVOCATION**
PLEDGE OF ALLEGIANCE
9. **PRESENTATION**
- **RECOGNITION OF RETIRED POLICE OFFICER ERNIE BARRON**
 - **PRESENTATION BY MONTEBELLO POLICE FOUNDATION**
 - **RECOGNITION OF DOMESTIC VIOLENCE MONTH**

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

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

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

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

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

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

- 14. APPROVAL OF AGENDA:** Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception of Item No. 15 and any item upon which a member of the public or a member of the City Council has requested to speak. Such approval will also waive the reading of any ordinance.

SCHEDULED MATTER

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

COMMENT: At a City Council meeting on September 26, 2018, the Council adopted Ordinance No. 2406, an urgency ordinance establishing temporary standards for accessory dwelling units. The standards for ADUs located within Ordinance No. 2406 are scheduled to expire on November 10, 2018, unless extended by City Council's adoption of an interim ordinance pursuant to Government Code Section 65858.

There is no fiscal impact associated with this action.

RECOMMENDATION: Staff recommends that the City Council: (1) Conduct a public hearing; (2) Approve a report describing measures taken to alleviate the conditions leading to the adoption of Interim Urgency No. 2406; and (3) Adopt Interim Urgency Ordinance, extending Interim Urgency Ordinance No. 2406 for 10 months and 15 days, while Staff considers the adoption of permanent regulations for Accessory Dwelling Units within the City.

CONSENT MATTERS

- 16. REQUEST FOR AUTHORIZATION TO USE ASSET FORFEITURE FUNDS**

COMMENT: The K9 is purchased and training is conducted by Adlerhorst International, they train the majority of all police apprehension dogs in our region. The requested appropriation of funds will also be used to purchase associated equipment for the K9 team and training cost.

This request for funds would have no fiscal impact to the general fund as the funds requested are proceeds of the drug asset forfeiture account.

RECOMMENDATION: It is recommended that the City Council approve the appropriation of Drug Asset Forfeiture funds to purchase a Police K9 to be used in the patrol bureau as an apprehension K9 from Adlerhorst International and waive the formal RFP process.

17. REQUEST FOR AUTHORIZATION TO USE ASSET FORFEITURE FUNDS

COMMENT: The Police Department range and firearms staff has determined that the handguns issued to sworn police personnel should be replaced. The Montebello Police range staff has recommended that the Police Department replace the current issued HK USP .45 caliber handguns to the Glock 21 Gen 4 .45 caliber handguns as the primary issued duty handgun. This recommendation is based on the age and deteriorating condition of the current HK USP .45 handguns.

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

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

18. SPECIAL MUNICIPAL ELECTION – MARCH 5, 2019

COMMENT: With the approval and adoption of the item presented with this report, the City satisfies Election Code requirements. Pursuant to the schedule of election events prepared by the County Elections Department, the candidate filing period will be open Monday, November 12, 2018, and will close Friday, December 7, 2018, at 5:00 p.m. The City Council still needs to approve and adopt a resolution informing the Registrar-Recorder/County Clerk of what level of services will be needed to conduct the special election, once City staff has provided cost estimates for available options during any November City Council meeting.

The estimated cost of this Special Municipal Election is expected to be approximately \$366,000.00, according to the Los Angeles County Registrar-Recorder/County Clerk if their full services are requested by the City. City staff is currently seeking cost estimates from other available options.

RECOMMENDATION: City staff recommends that the City Council adopt a resolution which provides for all of the following: (1) Calling for the holding of a Special Municipal Election to be held on Tuesday, March 5, 2019, for the election of one member of the City Council as required by the provisions of the laws of the State of California relating to General Law Cities and as recommended by the Los Angeles County Registrar-Recorder/County Clerk; (2) Adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, March 5, 2019, as required by State law; and (3) Providing for a procedure for determining by lot a tie among candidates at the March 5, 2019 Special Municipal Election in accordance with Elections Code Section 15651.

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

COMMENT: The City Council will consider: 1) approving a professional services agreement for oversight consultant to assist with oversight of the completion of the Home2Suite Hotel Project with Swinerton Management & Consulting in the amount \$35,000; 2) approve the retention of Michael Baker International in the amount of \$10,000; 3) approve the appropriation of \$45,000 from the Home2suite Bonds to fund the proposed services; and 4) authorize the Acting City Manager to execute the agreement on behalf of the City.

Funding for the services can be provided from the Home2Suite Hotel Project Bonds. As such, staff is seeking City Council's approval of the appropriation of \$45,000 for the proposed services. If hotel bond funds are used, there will be no impact on the City's General Fund.

RECOMMENDATION: That the City Council approve: (1) A professional services agreement for project oversight consultant to assist with oversight of the completion of the Home2Suite Hotel Project with Swinerton Management & Consulting in the amount \$35,000; (2) Approve the retention Michael Baker International in the amount of \$10,000, (3) Approve the appropriation of \$45,000 from the Home2Suite Bonds to fund the aforementioned services, and (4) Authorize the Acting City Manager to execute the agreement on behalf of the City.

20. PROFESSIONAL SERVICES AGREEMENT FOR COMMUNITY INTEREST REPORTING/WRITING

COMMENT: The City Council will consider approving a professional services agreement with WriterAnne Communications for community interest reporting/writing in the amount not-to-exceed \$5,000.00 and authorize the Acting City Manager to execute the agreement on behalf of the City.

Currently, departments are charged for any article written/prepared on their respective department. Staff is requesting that future services be charged to City Administration M&O Budget under Community Promotions (Account No. 100-20-210-6040.10), which has an allocation of \$30,000 for FY 2018/19.

RECOMMENDATION: That the City Council approve a professional services agreement for community interest reporting/writing in the amount not-to-exceed \$5,000.00 to WriterAnne Communications and authorize the Acting City Manager to execute the agreement on behalf of the City.

21. CONTINUATION OF CALPERS CONTRIBUTIONS

COMMENT: The City Council will consider continuing the CalPERS Contributions for employees while the City and various employee organizations engage in labor negotiations.

The proposed CalPERS contributions will be paid solely from funds from the Retirement Special Revenue Fund, as codified in Montebello Municipal Code Section 3.28.020 and the Transit Enterprise Fund where applicable. No General Fund revenues will be used to pay for the CalPERS contributions.

RECOMMENDATION: Staff recommends that the City Council approve the resolution continuing the CalPERS Contributions for non-represented classic member employees, and approve the attached side letters, substantially in form, for non-safety and safety units, during the City's labor negotiations with the various employee organizations.

22. INVESTMENT REPORT – SEPTEMBER 2018

RECOMMENDED ACTION: Move to approve and file said report.

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

RECOMMENDED ACTION: Adopt the proposed resolution approving the Warrant Register dated October 24, 2018.

24. PUBLIC ORALS – IF NEEDED

COUNCIL ORALS

25. COUNCILMEMBER ROMERO

- a. Presentation of progress on Department of Transportation \$110 Million dollar rehab project and Mission site
- b. Discussion on closed circuit television station and City website
- c. Discussion of status of Marijuana process and RFP
- d. Request for Fire, Police and impact reports for Marijuana Applications
- e. Discussion on liabilities, litigation and impacts to the city general fund
- f. Economic development in the City of Montebello

26. COUNCILMEMBER MOLINARI

- a. To require a vote of the City Council to suspend further review of marijuana business license applications and any other related items until after the special election in March 2019
- b. Taylor Ranch Cultural Arts Center
 - 1. The accounting of all funds available for the construction of the project
 - 2. Current status of the Taylor Ranch Cultural Arts Center project

27. COUNCILMEMBER BARAJAS

None.

28. MAYOR PRO TEM HADJINIAN

- a. Proper handling of alleged misconduct by potential vendors and licensees.

ADJOURNMENT

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Manuel A. Mancha, Interim Director of Community Development and Planning

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

DATE: October 24, 2018

RECOMMENDATION

Staff recommends that the City Council:

1. Conduct a public hearing;
2. Approve a report describing measures taken to alleviate the conditions leading to the adoption of Interim Urgency No. 2406; and
3. Adopt Interim Urgency Ordinance, extending Interim Urgency Ordinance No. 2406 for 10 months and 15 days, while Staff considers the adoption of permanent regulations for Accessory Dwelling Units within the City.

BACKGROUND

In efforts to address the State's shortage of affordable housing, the California Legislature has preempted much of local governments' regulatory authority over "Accessory Dwelling Units" ("ADU(s)"). An ADU is an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and includes permanent provisions for living, sleeping, eating, cooking, and sanitation. Though cities generally have broad discretion in zoning and land use matters, the "ADU Law" (Gov't Code §§ 65582.1, 65852.2 and 65852.22) renders local ordinances that conflict with its provisions void and unenforceable. Given the Legislature's most recent amendments to the ADU Law, the City's existing regulatory scheme is likely invalid.

The Planning Department is in the process of preparing an ordinance to address ADU's, due to the recent influx of inquiries pertaining to the new State regulations. However, additional time is needed to adequately study and process the proposed ordinance. On September 26, 2018, City Council adopted the attached urgency ordinance imposing interim standards on new ADUs pending development and adoption of the permanent ordinance. Without this action, any ADU application would be processed under the

State's minimum standards without consideration to or impacts on, among other things, local parking conditions and public safety services.

ANALYSIS

At a City Council meeting on September 26, 2018, the Council adopted Ordinance No. 2406, an urgency ordinance establishing temporary standards for accessory dwelling units. The standards for ADUs located within Ordinance No. 2406 are scheduled to expire on November 10, 2018, unless extended by City Council's adoption of an interim ordinance pursuant to Government Code Section 65858.

Recent State law amended California Government Code Section 65852.2 and limits the City's ability to regulate Accessory Dwelling Units ("ADUs"). Effective January 1, 2017, the two bills—Assembly Bill 2299 ("AB 2299") and Senate Bill 1069 ("SB 1069")—have required cities to adopt an ordinance that complies with the new State restrictions that may include certain City-specific standards, or be required to approve any ADU that meets minimal State criteria.

Extension of Interim Urgency Ordinance No. 2406

The California Government Code provides that the City Council may extend an urgency ordinance for the immediate preservation of the public peace, health or safety. In the opinion of staff, an extension of Ordinance No. 2406 is appropriate because the circumstances justifying the City Council's adoption of Ordinance continue to exist given that new ADUs are likely to, among other things: (1) increase on-street parking on crowded narrow streets in the residentially zoned areas; (2) increase burdens on public safety services for first responders due to accessibility on narrow streets; and (3) further reduce the amount of yard and open space in the City. The proposed extension to the Interim Urgency Ordinance would remain effective for 10 months and 15 days. In that time, Staff will continue studying and developing permanent standards and a proper permitting process for ADUs and will return with a regular ordinance at a future City Council hearing.

Effect of Interim Ordinance No. 2406

City Staff recommends that the City Council adopt Interim Ordinance, extending Ordinance No. 2406 which prohibits the issuance of permits for garage conversion if the width of the street is less than 40 feet, while the City continues to consider the adoption of permanent regulations. The proposed Interim Urgency Ordinance would maintain the same standards contained within the Interim Urgency Ordinance.

Pursuant to provisions of Government Code Section 65858, a public hearing is to be held this evening to consider an extension of Urgency Ordinance No. 2406. Upon completion of the public hearing, the City Council may choose to extend the effective time period of Interim Urgency Ordinance for a time period of 10 months and 15 days by adoption of Interim Urgency Ordinance. This action would require a four-fifths vote of the City Council for adoption.

On October 15, 2018, a written report describing the measures taken to alleviate the conditions that led to the adoption of Ordinance No. 2406 was prepared in compliance with the provisions of California Government Code Section 65858. A copy of that report is provided as Attachment D for the information of the City Council and public during the scheduled hearing.

City Staff recommends that the City Council issue the attached Alleviation Measures Report and adopt Interim Ordinance to extend Ordinance No. 2406 prohibiting the conversion of existing garages that are located on a public street that are 40 feet or less, except those that satisfy specified standards, pending the adoption of permanent regulations.

Environmental Determination

Pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h), this Ordinance is exempt from the California Environmental Quality Act ("CEQA") because it is an ordinance regarding Accessory Dwelling Units to implement the provisions of Government Code Section 65852.2.

FISCAL IMPACT

There is no fiscal impact associated with this action.

SUMMARY

The City Council will consider: 1) conducting a public hearing; 2) approval of a report describing measures taken to alleviate the conditions leading to the adoption of Interim Urgency No. 2406; and 3) adopt an Interim Urgency Ordinance, extending Interim Urgency Ordinance No. 2406 for 10 months and 15 days, while Staff considers the adoption of permanent regulations for Accessory Dwelling Units within the City.

ATTACHMENT

- A- Draft Extension of Urgency Ordinance
- B- Adopted Urgency Ordinance No 2406
- C- September 26, 2018, City Council Staff Report
- D- Report Issued Pursuant to Government Code Section 65858

Attachment A

Draft Extension of Urgency Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF MONTEBELLO, CALIFORNIA,
EXTENDING INTERIM URGENCY ORDINANCE
RELATING TO ACCESSORY DWELLING UNITS
PURSUANT TO GOVERNMENT CODE SECTION
65858**

WHEREAS, the City of Montebello ("City") is a California general law city, constitutionally vested with the power to make and enforce local laws and ordinances necessary to protect the general health, safety, and welfare of its residents, including comprehensive zoning and land use regulations, to the extent such regulations are not preempted by the State's general laws;

WHEREAS, the City's Zoning Code (Title 17 of the Montebello Municipal Code) divides the City into separate zoning districts, and provides land use and development regulations for each of the districts, including regulations pertaining to accessory dwelling units, efficiency units, and second dwelling units, each as defined in the Zoning Code (hereafter the "City's ADU Regulations");

WHEREAS, effective January 1, 2017, Assembly Bill 2299 ("AB 2299") and Senate Bill 1069 ("SB 1069") amended Government Code Section 65852.2 to limit the standards cities may impose on Accessory Dwelling Units ("ADUs"), as ADU's are defined therein, and require city ordinances to incorporate State-mandated standards for certain types of ADUs;

WHEREAS, as amended, Government Code Section 65852.2 allows the City to designate areas where new ADUs may be permitted, and to establish objective standards related to parking, height, setback, lot coverage, landscaping, and architectural review, which must be applied ministerially to applications for ADUs except where a property owner is seeking an exception to the adopted standards;

WHEREAS, in the absence of a State-compliant ordinance enacted after January 1, 2017, the City's ADU Regulations may be considered null and void pursuant to Government Code Section 65852.2(a)(4), and the City would then be required to approve any application for a new ADU that meets minimal State criteria, regardless of negative impacts to surrounding properties and the community;

WHEREAS, the City of Montebello is currently studying the potential land use, public services, parking, traffic, and infrastructure impacts of allowing new ADUs to be built, converted, or approved in various residential zoning districts of the City, and the City has identified certain areas of concern that possess, among others, the following characteristics: lots of varied sizes, lengths, widths, and shapes, and a high concentration of extremely narrow lots with minimal areas for off-street parking; variations in lot coverage and density within residential zones; extremely narrow public streets and alleyways that, when vehicles are parked on the shoulder, obstruct the free-flow of traffic, pedestrians, and public safety personnel; an extreme shortage of on-street parking in residential areas, particularly areas proximately located to commercial centers, churches, parks, and schools, and areas marked by narrow streets and lot widths; and other neighborhood characteristics that may be inconsistent with the development and operation of new ADUs;

WHEREAS, though staff is currently studying, drafting, and revising proposed permanent regulations for ADUs, staff requires more time to adequately investigate and analyze such matters as the City's ADU Regulations, the State's new ADU regulations, technical analyses of development standards and development review processes concerning ADUs, building safety and fire standards, proportional impact fees, location limitations, as well as recent ordinances adopted by other similarly situated California cities to assess "best practice" standards that may be relevant and applicable in the City;

WHEREAS, following such full study and analysis, staff will bring a proposed permanent ordinance concerning ADUs for consideration and public hearings before the Planning Commission and the City Council;

WHEREAS, over the past several months, Staff has received various inquiries from businesses and residents seeking to install ADUs in various areas throughout the City, the frequency of such inquiries and applications are increasing, and any such applications submitted to the City will be processed before the new permanent regulations become effective;

WHEREAS, the establishment of new ADUs in the City before the City's permanent regulations are adopted will create confusion and ambiguity regarding the applicability of the City's current Zoning Code to such applications, at least to the extent such are compliant with the new State legislation, resulting in potentially inconsistent and unfair results for City residents;

WHEREAS, unless the City extends this interim urgency ordinance imposing temporary standards on ADUs, and imposing a temporary moratorium on all ADUs that do not comply with such standards, the City would be required to either approve new ADUs in locations and under standards that may have severe negative impacts on the community, or alternatively adopt permanent standards for the entire City without the benefit of a full inquiry and study on the appropriate locations and standards for ADUs in the City;

WHEREAS, the establishment of these new ADUs in certain particularly problematic areas of the City described above has the potential to conflict with the City's permanent ADU regulations, which will be adopted in compliance with Government Code Section 65852.2 after further study of the appropriate standards and locations for ADUs in the City; and

WHEREAS, pursuant to Government Code Section 65858, the City Council adopted Urgency Ordinance No. 2406, establishing a 45-day moratorium on these new ADUs, on September 26, 2018;

WHEREAS, the conditions given rise to Ordinance No. 22406 continue to exist, such that an extension of the moratorium on these ADUs is immediately necessary and appropriate to protect the public health, safety, and general welfare of City residents, in that these new ADUs are likely to, among other things: (1) increase on-street parking on crowded narrow streets in the residentially zoned areas; (2) increase burdens on public safety services for first responders due to accessibility on narrow streets; and (3) further reduce the amount of yard and open space in the City;

WHEREAS, City staff still requires time to study whether these new ADUs are consistent with the purpose(s) and intent of the City's General Plan and Zoning Code, to evaluate the scope and extent of prohibitions or regulations of such ADUs, and to evaluate various other matters associated with these ADUs;

WHEREAS, in accordance with Government Code section 65858, the City Council has received and approved a public report describing the actions taken by the City to alleviate the conditions giving rise to the adoption of Ordinance No. 2406, and has held a duly noticed public hearing concerning this Ordinance;

WHEREAS, pursuant to Government Code Section 65858, the City Council desires to adopt this Ordinance as an urgency ordinance, effective immediately, extending the moratorium on these new ADUs imposed by Ordinance No. 2406 for an additional ten (10) months and fifteen (15) days beyond November 10, 2018 (unless earlier superseded or rescinded by the City Council); and

WHEREAS, the City Council had duly considered staff reports, presentations, and public comments presented in connection with this matter, and all legal prerequisites to the adoption of this Ordinance have been satisfied.

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

SECTION. 1. FINDINGS

A. Based upon staff reports, presentations, public comments, and all other materials 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 as substantive findings into this Ordinance, and further, based upon the foregoing materials, makes the additional findings set forth below.

B. The City is currently studying, and intends to adopt in the near future, permanent regulations concerning ADUs. The Planning Commission, the City Council, and the people of Montebello require a reasonable, limited, yet sufficient period of time to establish permanent regulations for new ADUs. Given the time required to schedule and conduct duly noticed public hearings before the Planning Commission and the City Council, the City Council finds that this Ordinance is necessary to prevent the establishment of new ADUs with a reasonable potential to conflict with the City's permanent regulations and with a reasonable potential to threaten the orderly development of the City and the health, safety, and general welfare of its residents.

C. City staff requires time to study, revise, and draft proposed permanent ADU regulations, which both the Planning Commission and City Council must consider after receiving input from the public at public meetings. Failure to adopt this moratorium would impair the orderly and effective implementation of contemplated amendments to the Zoning Code.

D. The City's study and investigation into this matter shall include, without limitation: the City's existing ADU regulations and the State's new ADU regulations; existing conditions in residential zones; the foreseeable impact on ADUs on parking conditions, public safety services, density, and lot standards; technical analyses of development standards and development review processes to address ADU building placement, life and fire safety; proportional impact fees; location limitations; as well as recent ordinances adopted by other similarly situated California cities to assess "best practice" standards that may be relevant and applicable in Montebello.

E. Without complying with the procedures otherwise applicable to the adoption of a zoning code amendment, California Government Code Section 65858 authorizes the City Council to extend an interim zoning ordinance prohibiting any land uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the City Council, Planning Commission, or Planning Department is considering or studying or intends to study within a reasonable time, if the City Council finds that there is a current and immediate threat to the public health, safety, or welfare, and that the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for use which is required in order to comply with a zoning ordinance would result in that threat to public health, safety, or welfare.

F. In accordance with Government Code Section 65858, the City Council finds and declares that: (1) the facts, findings and determinations set forth in the recitals and this Ordinance are true and correct; (2) there exists a current and immediate threat to the public health, safety, and welfare requiring this Ordinance; and (3) this Ordinance establishing a temporary moratorium with interim regulations for accessory dwelling units is necessary for the immediate preservation of the public peace, health, and safety of the community, and that the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for use which is required in order to comply with State law would result in that threat to public health, safety, or welfare.

SECTION 2. IMPOSITION OF MORATORIUM AND INTERIM REGULATIONS.

A. Intent and Purpose. The intent and purpose of this Ordinance is to establish and set forth minimum property development regulations, conditions and requirements for “accessory dwelling units” in the City, in accordance with the requirements set forth in California Government Code Section 65582.1, 65582.2, 65582.22, as the same may be amended from time to time.

B. Effective Date and Term. This Ordinance is an interim urgency ordinance for the immediate preservation of the public peace, health and safety, within the meaning of Government Code Sections 65858 and 36937(b), and therefore shall be effective immediately upon its adoption. This Ordinance shall expire, and its standards and requirements shall terminate, 10 months and 15 days from the expiration of Ordinance No. 2406 unless further extended by the City Council at a regularly noticed public hearing, pursuant to California Government Code Section 65858.

C. Ordinance Controlling. Notwithstanding any other ordinance or provision of the Montebello Municipal Code, Zoning Code, General Plan, or any Specific Plan, no application for a building permit or other land use entitlement shall be accepted for processing or approved for a new ADU unless it satisfies all the requirements of this Ordinance. This Ordinance shall supersede and control over all inconsistent or conflicting ordinances or provisions of the Montebello Municipal Code, Zoning Code, General Plan, or any Specific Plan.

D. Definitions. For purposes of this Ordinance, the term “accessory dwelling unit” or “ADU” shall mean an attached or a detached dwelling unit which provides complete independent living facilities for one or more persons and includes permanent provisions for living, sleeping, cooking, and sanitation on the same parcel as a current or proposed single-family dwelling is situated or proposed to be situated. The term ADU includes an “Efficiency Unit” as defined in Section 17958.1 of the Health & Safety Code section, and a manufactured home, as defined in Section 18007 of the Health & Safety Code.

E. Accessory Dwelling Unit Regulations. The City shall not approve an application for a new ADU unless the ADU satisfies all of the requirements of this Ordinance. An application for a new ADU that satisfies the requirements of this Ordinance shall be approved by the Community Development Director following a ministerial review for compliance with this Ordinance. All persons owning an ADU or a property upon which an ADU is located shall, at all times, comply the requirements set forth herein.

1) Location Restrictions.

- a. An ADU must be located on the same lot as an existing single-family dwelling, or upon the same lot as a single family dwelling that is constructed prior to or concurrently with the ADU.
- b. ADUs are only permitted in the following residential zoning districts of the City: R-A – Residential Agricultural Zone; R-1 – Single-Family Residential Zone; R-2 – Two-Family Residential Zone; R-3 – Multiple-Family Residential Zone; or R-4 – High-Density Residential Zone.
- c. The ADU shall be the only ADU located, or proposed to be located, on the subject lot.
- d. No ADU shall be located on a parcel that is less than 7,500 square feet in area.
- e. Notwithstanding any provision within this Ordinance to the contrary, no ADU shall be converted from an existing garage if such garage is located on a parcel that is located on a street with a street width of less than forty (40) feet, as measured by a straight line from one curb face to the other curb face. In the absence of curbs, the street width is measured from the edges of the roadbed for purposes of this subsection.

2) Property Development Regulations.

- a. An ADU shall include complete independent living facilities for one or more persons, permanent provisions for living, sleeping, eating, cooking, and sanitation, and a kitchen and bathroom.
- b. If attached to a primary residence, the ADU shall comply with all of the height, setback, and separation requirements of the applicable zone in which the primary residence and ADU are located.
- c. If detached from the primary residence, the ADU shall comply with all of the following height, setback, and separation requirements, as applicable:
 - i. Minimum side and rear setbacks as required by the underlying zoning district.
 - ii. Maximum building height as prescribed by the underlying zoning district,

and a maximum of two (2) stories, if the ADU is not located within the rear setback area, or if the ADU is constructed above an existing garage.

- iii. Maximum building height of 14 feet and one (1) story if the ADU is located within the rear yard setback area, unless it is constructed above an existing garage.
 - iv. Minimum 8-foot separation between the ADU and the primary residence or other accessory building.
- d. Notwithstanding subsections (b) and (c) above, the following setback exceptions apply where applicable:
- i. For an ADU that is constructed above a garage, the minimum setback from all property lines is five (5) feet.
 - ii. For an ADU that is converted from an existing garage, no additional setbacks shall be required beyond those required by the local building and fire codes.
- e. Conversion of a non-habitable accessory structure/garage or other living space to an ADU shall meet all building codes for residential occupancy.
- f. Both the single-family dwelling and the ADU on the same lot shall, at all times, be equipped with functioning hardwired smoke detectors with battery backup.
- g. The combined total lot coverage for both the primary residence and ADU shall not exceed the maximum lot coverage applicable to the lot and primary residence.
- h. An ADU shall have no second-story outdoor balcony or patio.
- i. An ADU's color and materials shall match the primary residence.
- j. The total floor space area of an ADU, whether attached to or detached from the single-family residence, shall not exceed the lesser of 1,200 square feet, or 50% of primary residence's living area.
- k. A minimum of one (1) off-street parking space shall be provided for each bedroom of the ADU or studio ADU, in addition to the parking required for the primary residence. The parking spaces must satisfy all of the following:
- i. Required yards and open space may not be used for parking.
 - ii. The ADU's parking space may be tandem, covered, or uncovered, but must be paved.
 - iii. The dimensions of all parking spaces or driveways shall comply with the

requirements set forth in Montebello Municipal Code Title 17.

- iv. If an existing garage or other parking is converted to or displaced for an ADU, the conversion or displacement shall not eliminate any off-street parking that is required for the primary residence.
 - v. If a garage, carport, or covered parking structure is demolished in conjunction with construction of the ADU, the off-street parking spaces lost as a result of the demolition shall be replaced on-site. The replacement parking spaces may be covered spaces, uncovered spaces, tandem spaces, or spaces created by mechanical automobile parking lifts.
 - vi. All uncovered parking spaces shall be maintained free and clear of vegetation, trash and debris.
- l. Notwithstanding subsection (k) above, no additional parking spaces shall be required for an ADU that satisfies any of the following:
- i. The ADU is located within one-half mile of public transit;
 - ii. The ADU is located within an architecturally and historically significant historic district;
 - iii. The ADU is part of the existing primary residence or an existing accessory structure;
 - iv. The ADU is located in an area where on-street parking permits are required but not offered to the ADU occupant; or
 - v. The ADU is located within one block of a car share vehicle.
- m. The property owner of the subject lot shall record a declaration of covenants and restrictions placing the below restrictions on the lot. Said declaration shall be recorded on the lot prior to final building approval of the ADU. The covenant shall be binding on the property and all owners, lenders, lien holders, occupants and all other persons having an interest or estate in the property, now or in the future. The covenant shall be recorded in the Registrar-Recorder's Office of Los Angeles County. A copy of the covenant shall be filed with the City's Planning Department and shall include all conditions in a form approved by the City Attorney.
- i. The property owner must be an owner-occupant on the lot;
 - ii. The ADU may be rented only for terms longer than 30 days; and
 - iii. The ADU may not be sold or conveyed separately from the primary single-family residence; and

- n. The property owner and all successors in interest shall maintain the ADU and the property in accordance with all applicable ADU requirements and standards.
- o. The property owner shall install a new or separate utility connection between the ADU and the utility, and pay all applicable connection fees or capacity charges, except if the ADU is specifically exempted under Government Code Section 65852.2(e) and (f).
- p. If an automatic sprinkler system is required for the primary residence, the ADU must also provide an automatic sprinkler system.
- q. If the property abuts an alley, parking and services must be accessed through the alley.
- r. Any conflicts between the requirements of this Ordinance, and the California Building Code and/or California Residential Code, shall be resolved in favor of whichever Code imposes the greater requirement; subject to compliance with California Government Code Section 65582.1, 65852.2 and 65852.22.

3) Operating / Use Regulations

- a. The property owner must reside in the single-family dwelling unit or the accessory dwelling unit on the lot. If, thereafter, the owner occupies neither unit, the accessory unit shall automatically become a non-habitable space, shall not be used as a dwelling and shall not be rented.
- b. An accessory dwelling unit shall be used only for residential purposes and no business, enterprise or occupation shall be conducted, permitted or allowed within the accessory dwelling unit, except as otherwise permitted in this Code.
- c. No ADU shall be rented, leased, or otherwise sublet for a period of less than thirty (30) days.
- d. The property owner shall pay all sewer, water, school district, and other applicable fees, including development impact fees, associated with an ADU.

F. Impacts to Neighborhoods. In addition to the standards and regulations set forth in this Ordinance, no accessory dwelling unit shall be permitted in any area of the City identified by resolution of the Planning Commission and/or City Council as being significantly impacted by insufficient capacity for sewers, traffic circulation, parking, public utilities or similar infrastructure needs.

G. Penalties / Violations. Any application that fails to demonstrate compliance with this Ordinance shall be denied. Any person owning an ADU or the lot upon which an ADU is located that fails to comply with the terms of this Ordinance shall be subject to revocation of the certificate of occupancy for the ADU, and the penalty provisions of Chapter 1 of the Montebello Municipal Code.

SECTION 3. CEQA COMPLIANCE. The City Council hereby finds that this interim zoning ordinance implements the provisions of Government Code Section 65582.1, 65852.2 and 65852.22 respectively and is therefore exempt from the California Environmental Quality Act pursuant to Public Resource Code Section 21080.17 and California Code of Regulations, Title 14, Chapter 3, Section 152829(h).

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted as prescribed by law. This Ordinance shall take effect immediately upon its adoption and shall go into effect immediately.

PASSED, APPROVED AND ADOPTED this 24th day of October 2018.

Jack Hadjinian Mayor Pro-Tem

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

Attachment B

Adopted Urgency Ordinance No 2406

ORDINANCE NO. 2406

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, ADOPTING AN INTERIM
URGENCY ORDINANCE RELATING TO ACCESSORY
DWELLING UNITS PURSUANT TO GOVERNMENT
CODE SECTION 65858**

WHEREAS, the City of Montebello ("City") is a California general law city, constitutionally vested with the power to make and enforce local laws and ordinances necessary to protect the general health, safety, and welfare of its residents, including comprehensive zoning and land use regulations, to the extent such regulations are not preempted by the State's general laws;

WHEREAS, the City's Zoning Code (Title 17 of the Montebello Municipal Code) divides the City into separate zoning districts, and provides land use and development regulations for each of the districts, including regulations pertaining to accessory dwelling units, efficiency units, and second dwelling units, each as defined in the Zoning Code (hereafter the "City's ADU Regulations");

WHEREAS, effective January 1, 2017, Assembly Bill 2299 ("AB 2299") and Senate Bill 1069 ("SB 1069") amended Government Code Section 65852.2 to limit the standards cities may impose on Accessory Dwelling Units ("ADUs"), as ADU's are defined therein, and require city ordinances to incorporate State-mandated standards for certain types of ADUs;

WHEREAS, as amended, Government Code Section 65852.2 allows the City to designate areas where new ADUs may be permitted, and to establish objective standards related to parking, height, setback, lot coverage, landscaping, and architectural review, which must be applied ministerially to applications for ADUs except where a property owner is seeking an exception to the adopted standards;

WHEREAS, in the absence of a State-compliant ordinance enacted after January 1, 2017, the City's ADU Regulations may be considered null and void pursuant to Government Code Section 65852.2(a)(4), and the City would then be required to approve any application for a new ADU that meets minimal State criteria, regardless of negative impacts to surrounding properties and the community;

WHEREAS, the City of Montebello is currently studying the potential land use, public services, parking, traffic, and infrastructure impacts of allowing new ADUs to be built, converted, or approved in various residential zoning districts of the City, and the City has identified certain areas of concern that possess, among others, the following characteristics: lots of varied sizes, lengths, widths, and shapes, and a high concentration of extremely narrow lots with minimal areas for off-street parking; variations in lot coverage and density within residential zones; extremely narrow public streets and alleyways that, when vehicles are parked on the shoulder, obstruct the free-flow of traffic, pedestrians, and public safety personnel; an extreme shortage of on-street parking in residential areas, particularly areas proximately located to commercial centers, churches, parks, and schools, and areas marked by narrow streets and lot widths; and other neighborhood characteristics that may be inconsistent with the development and operation of new ADUs;

WHEREAS, though staff is currently studying, drafting, and revising proposed permanent regulations for ADUs, staff requires more time to adequately investigate and analyze such matters as the City's ADU Regulations, the State's new ADU regulations, technical analyses of development standards and development review processes concerning ADUs, building safety and fire standards, proportional impact fees, location limitations, as well as recent ordinances adopted by other similarly situated California cities to assess "best practice" standards that may be relevant and applicable in the City;

WHEREAS, following such study and analysis, staff will bring a proposed permanent ordinance concerning ADUs for consideration and public hearings before the Planning Commission and the City Council;

WHEREAS, over the past several weeks, Staff has received various inquiries from businesses and residents seeking to install ADUs in various areas throughout the City, the frequency of such inquiries and applications are increasing, and any such applications submitted to the City will be processed before the new permanent regulations become effective;

WHEREAS, the establishment of new ADUs in the City before the City's permanent regulations are adopted will create confusion and ambiguity regarding the applicability of the City's current Zoning Code to such applications, at least to the extent such are compliant with the new State legislation, resulting in potentially inconsistent and unfair results for City residents;

WHEREAS, unless the City adopts this interim urgency ordinance imposing temporary standards on ADUs, and imposing a temporary moratorium on all ADUs that do not comply with such standards, the City would be required to either approve new ADUs in locations and under standards that may have severe negative impacts on the community, or alternatively adopt permanent standards for the entire City without the benefit of an inquiry and study on the appropriate locations and standards for ADUs in the City;

WHEREAS, the establishment of these new ADUs in certain particularly problematic areas of the City described above has the potential to conflict with the City's permanent ADU regulations, which will be adopted in compliance with Government Code Section 65852.2 after further study of the appropriate standards and locations for ADUs in the City; and

WHEREAS, the City Council had duly considered staff reports, presentations, and public comments presented in connection with this matter, and all legal prerequisites to the adoption of this Ordinance have been satisfied.

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

SECTION. 1. FINDINGS

A. Based upon staff reports, presentations, public comments, and all other materials 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 as substantive findings into this Ordinance, and further, based upon the foregoing materials, makes the additional findings set forth below.

B. The City is currently studying, and intends to adopt in the near future, permanent regulations concerning ADUs. The Planning Commission, the City Council, and the people of Montebello require a reasonable, limited, yet sufficient period of time to establish permanent regulations for new ADUs. Given the time required to schedule and conduct duly noticed public hearings before the Planning Commission and the City Council, the City Council finds that this Ordinance is necessary to prevent the establishment of new ADUs with a reasonable potential to conflict with the City's permanent regulations and with a reasonable potential to threaten the orderly development of the City and the health, safety, and general welfare of its residents.

C. City staff requires time to study, revise, and draft proposed permanent ADU regulations, which both the Planning Commission and City Council must consider after receiving input from the public at public meetings. Failure to adopt this moratorium would impair the orderly and effective implementation of contemplated amendments to the Zoning Code.

D. The City's study and investigation into this matter shall include, without limitation: the City's existing ADU regulations and the State's new ADU regulations; existing conditions in residential zones; the foreseeable impact on ADUs on parking conditions, public safety services, density, and lot standards; technical analyses of development standards and development review processes to address ADU building placement, life and fire safety; proportional impact fees; location limitations; as well as recent ordinances adopted by other similarly situated California cities to assess "best practice" standards that may be relevant and applicable in Montebello.

E. Without complying with the procedures otherwise applicable to the adoption of a zoning code amendment, California Government Code Section 65858 authorizes the City Council to adopt an interim zoning ordinance prohibiting any land uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the City Council, Planning Commission, or Planning Department is considering or studying or intends to study within a reasonable time, if the City Council finds that there is a current and immediate threat to the public health, safety, or welfare, and that the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for use which is required in order to comply with a zoning ordinance would result in that threat to public health, safety, or welfare.

F. In accordance with Government Code Section 65858, the City Council finds and declares that: (1) the facts, findings and determinations set forth in the recitals and this Ordinance are true and correct; (2) there exists a current and immediate threat to the public health, safety, and welfare requiring this Ordinance; and (3) this Ordinance establishing a temporary moratorium with interim regulations for accessory dwelling units is necessary for the immediate preservation of the public peace, health, and safety of the community.

SECTION 2. IMPOSITION OF MORATORIUM AND INTERIM REGULATIONS.

A. Intent and Purpose. The intent and purpose of this Ordinance is to establish and set forth minimum property development regulations, conditions and requirements for "accessory dwelling units" in the City, in accordance with the requirements set forth in California Government Code Section 65582.1, 65582.2, 65582.22, as the same may be amended from time to time.

B. Effective Date and Term. This Ordinance is an interim urgency ordinance for the immediate preservation of the public peace, health and safety, within the meaning of Government

Code Sections 65858 and 36937(b), and therefore shall be effective immediately upon its adoption. This Ordinance shall expire, and its standards and requirements shall terminate, 45 days from its adoption unless further extended by the City Council at a regularly noticed public hearing, pursuant to California Government Code Section 65858.

C. Ordinance Controlling. Notwithstanding any other ordinance or provision of the Montebello Municipal Code, Zoning Code, General Plan, or any Specific Plan, no application for a building permit or other land use entitlement shall be accepted for processing or approved for a new ADU unless it satisfies all the requirements of this Ordinance. This Ordinance shall supersede and control over all inconsistent or conflicting provisions of the Montebello Municipal Code, Zoning Code, General Plan, or any Specific Plan.

D. Definitions. For purposes of this Ordinance, the term “accessory dwelling unit” or “ADU” shall mean an attached or a detached dwelling unit which provides complete independent living facilities for one or more persons and includes permanent provisions for living, sleeping, cooking, and sanitation on the same parcel as a current or proposed single-family dwelling is situated or proposed to be situated. The term ADU includes an “Efficiency Unit” as defined in Section 17958.1 of the Health & Safety Code section, and a manufactured home, as defined in Section 18007 of the Health & Safety Code.

E. Accessory Dwelling Unit Regulations. The City shall not approve an application for a new ADU unless the ADU satisfies all of the requirements of this Ordinance. An application for a new ADU that satisfies the requirements of this Ordinance shall be approved by the Community Development Director following a ministerial review for compliance with this Ordinance. All persons owning an ADU or a property upon which an ADU is located shall, at all times, comply the requirements set forth herein.

CEQA Guidelines Section 15183

1) Location Restrictions.

- a. An ADU must be located on the same lot as an existing single-family dwelling, or upon the same lot as a single family dwelling that is constructed prior to or concurrently with the ADU.
- b. ADUs are only permitted in the following residential zoning districts of the City: R-A – Residential Agricultural Zone; R-1 – Single-Family Residential Zone; R-2 – Two-Family Residential Zone; R-3 – Multiple-Family Residential Zone; or R-4 – High-Density Residential Zone.
- c. The ADU shall be the only ADU located, or proposed to be located, on the subject lot.
- d. No ADU shall be located on a parcel that is less than 7,500 square feet in area.
- e. Notwithstanding any provision within this Ordinance to the contrary, no ADU shall be converted from an existing garage if such garage is located on a parcel that is located on a street with a street width of less than forty (40) feet, as measured by a straight line from one curb face to the other curb face. In the

absence of curbs, the street width is measured from the edges of the roadbed for purposes of this subsection.

2) Property Development Regulations.

- a. An ADU shall include complete independent living facilities for one or more persons, permanent provisions for living, sleeping, eating, cooking, and sanitation, and a kitchen and bathroom.
- b. If attached to a primary residence, the ADU shall comply with all of the height, setback, and separation requirements of the applicable zone in which the primary residence and ADU are located.
- c. If detached from the primary residence, the ADU shall comply with all of the following height, setback, and separation requirements, as applicable:
 - i. Minimum side and rear setbacks as required by the underlying zoning district.
 - ii. Maximum building height as prescribed by the underlying zoning district, and a maximum of two (2) stories, if the ADU is not located within the rear setback area, or if the ADU is constructed above an existing garage.
 - iii. Maximum building height of 14 feet and one (1) story if the ADU is located within the rear yard setback area, unless it is constructed above an existing garage.
 - iv. Minimum 8-foot separation between the ADU and the primary residence or other accessory building.
- d. Notwithstanding subsections (b) and (c) above, the following setback exceptions apply where applicable:
 - i. For an ADU that is constructed above a garage, the minimum setback from all property lines is five (5) feet.
 - ii. For an ADU that is converted from an existing garage, no additional setbacks shall be required beyond those required by the local building and fire codes.
- e. Conversion of a non-habitable accessory structure/garage or other living space to an ADU shall meet all building codes for residential occupancy.
- f. Both the single-family dwelling and the ADU on the same lot shall, at all times, be equipped with functioning hardwired smoke detectors with battery backup.
- g. The combined total lot coverage for both the primary residence and ADU

shall not exceed the maximum lot coverage applicable to the lot and primary residence.

- h. An ADU shall have no second-story outdoor balcony or patio.
- i. An ADU's color and materials shall match the primary residence.
- j. The total floor space area of an ADU, whether attached to or detached from the single-family residence, shall not exceed the lesser of 1,200 square feet, or 50% of primary residence's living area.
- k. A minimum of one (1) off-street parking space shall be provided for each bedroom of the ADU or studio ADU, in addition to the parking required for the primary residence. The parking spaces must satisfy all of the following:
 - i. Required yards and open space may not be used for parking.
 - ii. The ADU's parking space may be tandem, covered, or uncovered, but must be paved.
 - iii. The dimensions of all parking spaces or driveways shall comply with the requirements set forth in Montebello Municipal Code Title 17.
 - iv. If an existing garage or other parking is converted to or displaced for an ADU, the conversion or displacement shall not eliminate any off-street parking that is required for the primary residence.
 - v. If a garage, carport, or covered parking structure is demolished in conjunction with construction of the ADU, the off-street parking spaces lost as a result of the demolition shall be replaced on-site. The replacement parking spaces may be covered spaces, uncovered spaces, tandem spaces, or spaces created by mechanical automobile parking lifts.
 - vi. All uncovered parking spaces shall be maintained free and clear of vegetation, trash and debris.
- l. Notwithstanding subsection (k) above, no additional parking spaces shall be required for an ADU that satisfies any of the following:
 - i. The ADU is located within one-half mile of public transit;
 - ii. The ADU is located within an architecturally and historically significant historic district;
 - iii. The ADU is part of the existing primary residence or an existing accessory structure;
 - iv. The ADU is located in an area where on-street parking permits are required

but not offered to the ADU occupant; or

- v. The ADU is located within one block of a car share vehicle.
- m. The property owner of the subject lot shall record a declaration of covenants and restrictions placing the below restrictions on the lot. Said declaration shall be recorded on the lot prior to final building approval of the ADU. The covenant shall be binding on the property and all owners, lenders, lien holders, occupants and all other persons having an interest or estate in the property, now or in the future. The covenant shall be recorded in the Registrar-Recorder's Office of Los Angeles County. A copy of the covenant shall be filed with the City's Planning Department and shall include all conditions in a form approved by the City Attorney.
 - i. The property owner must be an owner-occupant on the lot;
 - ii. The ADU may be rented only for terms longer than 30 days; and
 - iii. The ADU may not be sold or conveyed separately from the primary single-family residence; and
- n. The property owner and all successors in interest shall maintain the ADU and the property in accordance with all applicable ADU requirements and standards.
- o. The property owner shall install a new or separate utility connection between the ADU and the utility, and pay all applicable connection fees or capacity charges, except if the ADU is specifically exempted under Government Code Section 65852.2(e) and (f).
- p. If an automatic sprinkler system is required for the primary residence, the ADU must also provide an automatic sprinkler system.
- q. If the property abuts an alley, parking and services must be accessed through the alley.
- r. Any conflicts between the requirements of this Ordinance, and the California Building Code and/or California Residential Code, shall be resolved in favor of whichever Code imposes the greater requirement; subject to compliance with California Government Code Section 65582.1, 65852.2 and 65852.22.

3) Operating / Use Regulations

- a. The property owner must reside in the single-family dwelling unit or the accessory dwelling unit on the lot. If, thereafter, the owner occupies neither unit, the accessory unit shall automatically become a non-habitable space, shall not be used as a dwelling and shall not be rented.

- b. An accessory dwelling unit shall be used only for residential purposes and no business, enterprise or occupation shall be conducted, permitted or allowed within the accessory dwelling unit, except as otherwise permitted in this Code.
- c. No ADU shall be rented, leased, or otherwise sublet for a period of less than thirty (30) days.
- d. The property owner shall pay all sewer, water, school district, and other applicable fees, including development impact fees, associated with an ADU.

F. Impacts to Neighborhoods. In addition to the standards and regulations set forth in this Ordinance, no accessory dwelling unit shall be permitted in any area of the City identified by resolution of the Planning Commission and/or City Council as being significantly impacted by insufficient capacity for sewers, traffic circulation, parking, public utilities or similar infrastructure needs.

G. Penalties / Violations. Any application that fails to demonstrate compliance with this Ordinance shall be denied. Any person owning an ADU or the lot upon which an ADU is located that fails to comply with the terms of this Ordinance shall be subject to revocation of the certificate of occupancy for the ADU, and the penalty provisions of Chapter 1 of this Code.

SECTION 3. CEQA COMPLIANCE. The City Council hereby finds that this interim zoning ordinance implements the provisions of Government Code Section 65582.1, 65852.2 and 65852.22 respectively and is therefore exempt from the California Environmental Quality Act pursuant to Public Resource Code Section 21080.17 and California Code of Regulations, Title 14, Chapter 3, Section 152829(h).

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted as prescribed by law. This Ordinance shall take effect immediately upon its adoption and shall go into effect immediately.

PASSED, APPROVED AND ADOPTED this 26th day of September 2018.

Jack Hadjinian Mayor Pro-Tem

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. 2406 was introduced on September 26, 2018, and duly adopted by the City Council of the City of Montebello at their regular meeting on September 26, 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 26th day of September, 2018.

Irma Barajas, City Clerk

Attachment C

September 26, 2018, City Council Staff Report

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

TO: Honorable Mayor and Members of the City Council

FROM: Andrew Pasmant, Acting City Manager

BY: Manuel Mancha, Director of Community Development and Planning

SUBJECT: URGENCY INTERIM ZONING ORDINANCE ESTABLISHING
TEMPORARY STANDARDS FOR ACCESSORY DWELLING UNITS

DATE: September 26, 2018

RECOMMENDATION

It is recommended that the City Council adopt the following Ordinance: an Ordinance of The City Council of The City of Montebello, California, adopting an Interim Urgency Ordinance relating to accessory dwelling units pursuant to Government Code Section 65858.

BACKGROUND

In efforts to address the State's shortage of affordable housing, the California Legislature has preempted much of local governments' regulatory authority over "Accessory Dwelling Units" ("ADU(s)"). Though cities generally have broad discretion in zoning and land use matters, the "ADU Law" (Gov't Code §§ 65582.1, 65852.2 and 65852.22) renders local ordinances that conflict with its provisions void and unenforceable. Given the Legislature's most recent amendments to the ADU Law, the City's existing regulatory scheme is likely invalid.

The Planning Department is in the process of preparing a code amendment to address this issue, but additional time is required to adequately study and process the amendment. Because the City has recently received an influx of inquiries pertaining to ADUs, staff recommends that the City Council adopt the attached urgency ordinance imposing interim standards on new ADUs pending development and adoption of the permanent ordinance. Without this action, any ADU application would be processed under the State's minimum standards without consideration to or impacts on, among other things, local parking conditions and public safety services.

DISCUSSION

A. State Preemption of Local Regulations Concerning Accessory Dwelling Units

Over the past several years, California's Legislature has attempted to address the State's shortage of affordable housing by, in part, preempting the authority of cities and counties to regulate ADUs. ADUs are an attached or detached residential dwelling unit that provides complete independent

living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation, on the same parcel as the primary residence.

Of specific concern to the Legislature were local ordinances that “impliedly” prohibited ADUs through strict development standards such as lot coverage, setbacks, or off-street parking requirements.

The most recent amendments to California’s ADU Law became effective January 1, 2018. In short, local governments are now severely limited in the regulations that may be imposed on new ADUs and absent a local ordinance that complies with State standards, the minimum regulations of the ADU Law control.

Among other things, the ADU Law now requires any local ordinance regulating ADUs to comply with, among other things, the following standards:

- ADUs must be allowed in all residential zones, except for those areas designated by the City as inconsistent with ADUs based on criteria such as the adequacy of water service and sewer services, or the impact on traffic flow and public safety;
- An ADU must be ministerially approved by the City on lots in qualifying areas that are improved with a single-family residence, or a single-family residence will be constructed simultaneously with the ADU;
- ADUs may be attached to or located within the living area of the proposed or existing single-family dwelling, or detached from the primary dwelling and located on the same lot as the proposed or existing primary dwelling;
- ADUs may be subject to density requirements for the lot upon which it is located;
- For *attached* ADUs, the maximum floor space may not exceed the lesser of fifty percent (50%) of the living area in the single-family residence or 1,200 square feet;
- For detached ADUs, the maximum floor space may not exceed 1,200 square feet;
- ADUs that are “efficiency units” must be allowed, provided they are constructed in compliance with local building standards;
- No passageway may be required in conjunction with the construction of an ADU;
- No setback may be required for an existing garage that is converted to an ADU or a portion of an ADU, and a setback of no more than 5 feet from the side and rear lot lines shall be required for an ADU that is constructed above a garage; and
- ADUs shall not be required to provide fire sprinklers if they are not required for the primary residence.

In addition to the foregoing, cities must allow ADUs to be rented separately from the primary residence, but ADUs are prohibited from being sold separately from the primary residence. Cities may require an applicant for an ADU to be an “owner-occupant” of the subject property and may require that the ADU be used for rental terms longer than thirty (30) days.

With respect to parking, cities may (but are not required to) reduce or eliminate parking requirements for ADUs, but they cannot impose more stringent parking requirements than permitted under the ADU Law. In general, cities may not require more than one (1) parking space per unit or bedroom of the ADU, whichever is less. Further, local agencies must allow these parking requirements to be satisfied as “tandem” or driveway parking, or in setback areas in locations determined by the local agency; unless the agency makes a specific finding that setback

area or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

If an existing parking garage, carport or covered parking structure is demolished in conjunction with the construction of an ADU, cities must allow replacement spaces to be located in any configuration on the same lot through, among other means, covered spaces, uncovered spaces, tandem spaces, or through use of mechanical automobile parking lifts.

B. The City's Current Regulation of ADUs

The Montebello Municipal Code ("MMC") currently regulates Accessory Dwelling Unit or "Second Dwelling Unit in Title 17 (Zoning Code). Because the applicable ordinance was last amended in 2004, they are inconsistent with the current ADU Law in several respects. As a result, the City's regulations are likely void, meaning ADU applications received by the City must currently be processed under the State's minimum standards.

C. Current Environmental and Physical Conditions in the City

Over the past several months, the Planning Department and City Attorney's Office have been evaluating the recent amendments to the ADU Law, the inconsistent provisions of the City's existing code, and the foreseeable impact of new ADUs on the community.

Staff has also commenced a review of the environmental and related physical characteristics of the City. Montebello is a unique city; it is a developed urban community with a population of 80,000 residents. Parks and other open spaces are sparse and scattered throughout the community.

The streets in the older area of the City's residential zones are uncommonly narrow; most residential areas are two-way streets with only a single and un-stripped lane moving in each direction. When vehicles are parked on the shoulder of both sides of the street, there is typically only room for one vehicle to pass in each direction at a time. Large vehicles such as service and delivery trucks or fire apparatus have a particularly difficult time navigating these residential areas.

Adding to this condition is the high concentration of on-street parking in residential areas. Given the high density of the community, it is common for each residence to be associated with several vehicles. Much of the City's residential areas include parcels of unique sizes and shapes. Many of the parcels are extremely narrow, resulting in a shorter driveway and less-street frontage to serve as parking for the home.

Parking conditions have long been a concern for the City, so much so that it has been forced to stay many parking enforcement measures. For example, on street sweeping days, residents often park on their front lawns to avoid being ticketed for parking on the street. These issues pose long-term development issues for the City and create current concerns about the health, safety, and general welfare of the public.

D. Proposed Action: Urgency Interim Ordinance Imposing Temporary Standards on ADUs

The Planning Department has significant concerns that the establishment of new ADUs in the City, without due consideration of these aforementioned facts and circumstances, would create immediate and long-term negative impacts on the community. Among other foreseeable impacts,

new ADUs are likely to, among other things: (1) increase on-street parking on crowded narrow streets in the residentially zoned areas; (2) increase burdens on public safety services for first responders due to accessibility on narrow streets; and (3) further reduce the amount of yard and open space in the City.

While the City appreciates and respects the housing shortage in California, the City has a significant interest in ensuring that the development of new ADUs does not negatively impact the quality of life or health and safety of its residents. To that end, Planning Staff is currently studying the impacts to on- and off-street parking, health and safety issues, and infrastructure created by new ADUs. Through this process, staff has identified the preliminary concerns noted above and has significant concerns that ADUs will exacerbate these issues.

To ensure that adequate safeguards are established, the Planning Department requires additional time to study these issues, and processing a formal code amendment will take time; particularly considering the impact to residential neighborhoods that have narrow streets and the public hearings required to be held by the Planning Commission and City Council. During this process, an enforceable local ordinance addressing ADUs would not be in place, meaning ADU applications will be processed under the State's minimum standards.

To avoid this result, staff recommends that the City Council adopt an urgency interim zoning ordinance pursuant to Government Code Section 65858. This section authorizes the City Council to adopt an interim zoning ordinance as an urgency measure to prohibit any land uses that may conflict with a zoning amendment the City is currently studying or intends to study within a reasonable time. To do so, the City Council must find that: (1) there is a current and immediate threat to the public health, safety, or welfare; (2) and that the approval of additional permits for the use would result in that threat to public health, safety, or welfare.

In the opinion of staff, conditions justifying an urgency ordinance under Section 65858 are present here: (1) the City has received an influx of inquiries related to ADUs; (2) new ADUs pose a current and immediate threat to public health, safety, and welfare in light of the environmental and physical characteristics of the older residential neighborhood (as described above); and (3) allowing new ADUs to be established without appropriate standards and safeguards would exacerbate existing infrastructure.

If the City Council adopts the proposed Ordinance attached, it will remain effective for 45 days. The City Council will then have the option to extend its term, after holding a public hearing, for an additional ten (10) months and fifteen (15) days; and finally, if necessary, for another year thereafter.

The proposed ordinance includes various standards and development conditions that are consistent with the ADU Law, with the most notable restriction being a prohibition on a new ADU being constructed on any lot that has a street width of less than 40 feet. The development of ADUs on these narrow streets is a concern given their characteristics: overcrowding of vehicles parking in the street due to short driveways, lots that are located on narrower streets resulting in a need for greater on-street parking associated with the ADUs. The addition of an ADU on these lots, meaning the addition of another occupant and vehicle, would increase the severity of on-street parking issues in the City, thereby hindering the free flow of traffic by vehicles, pedestrians, and public safety personnel on residential streets.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ATTACHMENTS

Urgency Ordinance

Attachment D

**Report Issued Pursuant to
Government Code Section 65858**

ATTACHMENT D

REPORT BY THE CITY OF MONTEBELLO REGARDING THE ONGOING STUDY TO DETERMINE WHETHER THE EXISTING ZONING CODE IS ADEQUATE TO ADDRESS THE DEVELOPMENT OF ACCESSORY DWELLING UNITS ("ADU'S") AND REVIEWING THE STANDARDS/REGULATIONS FOR FUTURE DEVELOPMENT OF THIS TYPE OF HOUSING WITHIN THE RESIDENTIAL ZONED AREAS IN MONTEBELLO.

Pursuant to Government Code Section 65858(d), the City has prepared this written report to describe the measures taken to alleviate the condition which led to the adoption of an Urgency Ordinance to address Accessory Dwelling Units ("ADUs") in residential zones within the City of Montebello. These measures enable the City to determine whether the existing Zoning Code can accommodate the proposed ordinance for Accessory Dwelling Units ("ADUs") in residential zones.

Since the Urgency Ordinance was adopted on September 26, 2018, City staff has begun studying the adequacy of its existing Zoning Code and the development standards/regulations for future development of this type of housing. City staff is also reviewing the Housing Element of the General Plan to determine if this type of housing will adequately meet the needs of its City's residents. By extending the Urgency Ordinance, the City is in a better position to create development standards to address this type of residential development and review the type of impacts it may create for residential neighborhoods.

City staff requires additional time to develop an Ordinance to address the concerns of residents in the community. City staff believes current zoning may not adequately address these concerns. The City Council and the people of Montebello require a reasonable, limited, yet sufficient period of time to consider and study appropriate and reasonable development standards within the residential zoned Area.

During the extension of the Urgency Ordinance, City staff will continue to review the Zoning Code to determine the appropriate development standards for the City as well as survey other cities to decide on a reasonable planning process. City staff also intends to continue reviewing other cities' ordinances pertaining to similar development issues to formulate recommendations for the City Council's consideration.

Possible development standards that have been identified thus far to comply with the new law, the proposed Ordinance establishes the following standards:

- Existing garages will not be allowed to be converted if the width of the street is less than 40 ft. for safety reasons.
- A minimum of one parking space must be provided for each bedroom or studio of the ADU, in addition to the parking required for the primary residence. However, certain ADUs may be built with no additional parking for the ADU.

City staff shall present these, and possible additional optional development standards, to the City Council at a future date well in advance of the expiration Ordinance No.2406.

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

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

RECOMMENDATION

It is recommended that the City Council approve the appropriation of Drug Asset Forfeiture funds to purchase a Police K9 to be used in the patrol bureau as an apprehension K9 from Adlerhorst International and waive the formal RFP process.

The requested appropriation of funds will also be used to purchase associated equipment for the K9 team and training cost.

The resolution would approve the transferring of funds from the Asset Forfeiture account to a Police Department account.

BACKGROUND

Due to the retirement of Police K9 “Cody”, in December of 2017, the patrol bureau has only had one K9 unit on duty for patrol - this leaves half of the week without a K9 unit in patrol. Police K9 units serve as a force multiplier and enhance the police department’s ability to search for violent suspects that attempt to elude apprehension. One K-9 team can do the work of many officers, which frees up officers for other duties. In addition, a K9 can be used to search large areas or confined spaces, instead of using a police officer.

Over the years the Montebello Police Department has maintained a robust K9 unit and has a reputation throughout the law enforcement community of being amongst the most elite K9 units in the County. In fact our canine handlers have been recognized as court certified experts and training experts. Several local departments have called upon the Montebello Police Department K9 handlers to help train and in some cases implement their own K9 teams.

Our K9 unit has been in existence since the 1980's and has ranged from four to two apprehension canines. Currently we have one K9 apprehension team and adding a replacement team would allow for our department to deploy two teams and provide the community with a K9 team 7 days a week.

ANALYSIS

1. The cost for a new police K9 to be purchased from the Adlerhorst International is approximately \$ 12,500.00.
2. The cost to train a police officer K9 handler is \$ 5,500.00. The course is six (6) weeks long. The training is conducted by Adlerhorst International staff, as they select dogs with the temperament needed for Police K9 duties. The training is guaranteed and if the K9 does not meet the high standards of certification or the K9 and Police Officer Handler relationship is not suitable – the K9 is replaced (free of charge).
3. In the recent past, one of our Police K9's was injured while under the care of Adlerhorst International. The dog ultimately succumbed to his injuries and Adlerhorst International paid for treatment and without being asked – replaced the K9. The replacement K9 saved the City of Montebello \$ 12,500.00.
4. The Proximity of the Adlerhorst International training grounds allow for our police officer handlers to attend regular mandated training and yearly certification on regular work days and with no incurred travel costs.
5. The cost to purchase required equipment to attend the Basic K9 Handler course is approximately \$ 1,000.00.
6. The total cost to fund this project is \$19,000.00.
7. The budget for the Fiscal Year 2018/19 will not support the cost to purchase a new canine and train the police officer K9 handler.
8. The use of Drug Asset Forfeiture funds to purchase a new canine, purchase equipment and train the handler is listed as permissible use of equitable shared property in the Department of Justice (DOJ) guidelines.
9. This use of Drug Asset Forfeiture funds will supplement and not supplant existing budget appropriations.

FISCAL IMPACTS

This request for funds would have no fiscal impact to the general fund as the funds requested are proceeds of the drug asset forfeiture account.

SUMMARY

A K9 team serves as a force multiplier. Large areas can be searched in a fraction of the time and in a much safer manner. Confined areas can be searched without having to expose a police officer to the threat of entering a confined area where a suspect could be concealed.

K9 Police Officer handlers are selected in an arduous process and aside from successfully completing the Basic Police K9 Handler course (6 weeks); they also complete the Basic SWAT School. This is a requirement as our apprehension K9's are fully integrated into our Special Response Team "SRT".

The addition of a second K9 team will not require the purchase of a K9 vehicle, as the department fleet has a 2014 Chevy Tahoe fully outfitted for K9 specific use. The K9 is purchased and training is conducted by Adlerhorst International, they train the majority of all police apprehension dogs in our region. **It is important to note that the K9 training group, comprised of all K9 teams in the southeast area - were trained by Adlerhorst International. Our K9 units train with the southeast area training group and have done so since the inception of our K9 program.**

Our K9 units work with our local partners under mutual aid satiations and it is imperative that the training they receive is the same. Failing to do so would create an officer safety situation and would prevent our K9 units from providing K9 assistance to other departments or from participating in K9 searches in our own city – when other K9 units are requested.

Since 1976 Adlerhorst International has trained more than 4,500 dogs. This includes patrol, narcotics, explosives, arson, search & rescue as well as IED detection dogs for route clearance and the first suicide bomber dogs in this Country. The K9's are obtained by Adlerhorst International from Europe and flown to the United States specifically for Police K9 use. The Police Department could not obtain these K9's directly from the European vendor. Adlerhorst International has provided dogs for over 450 law enforcement agencies.

Since the inception of the Montebello Police K9 unit, Adlerhorst International has provided the canine, basic K9 handler training, advance training and yearly re-certification. Adlerhorst International provides expert legal assistance for all canines and training in the event the City is exposed to litigation as a result of a K9 apprehension. This service is provided for the life of the canine.

Use of Drug Asset Forfeiture funds requires approval by the Chief of Police and City Administrator prior to submission to the City Council for final approval. The asset forfeiture account has a balance of approximately \$ 958,000.00.

ATTACHMENTS

None

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATIONS OF FUNDS**

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

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

FROM		TO	
Account Number	Amount	Account Number	Amount
230-2920	\$19,000.00	230-99-847-6010.10	\$19,000.00
(Drug Asset Forfeiture Account)		(Machinery and Equipment)	

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

ADOPTED AND APPROVED this 24th day of October, 2018.

Jack Hadjinian, Mayor Pro Temp

ATTEST:

Irma Barajas, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

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

RECOMMENDATION

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

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

BACKGROUND

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

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

ANALYSIS

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

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

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

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

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

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

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

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

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

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

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

SUMMARY

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

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

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

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

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

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

Use of Drug Asset Forfeiture funds requires approval by the Chief of Police and City Administrator prior to submission to the City Council for final approval. This use of Drug Asset Forfeiture funds to purchase equipment is listed as permissible use of equitable shared property in the Department of Justice (DOJ) guidelines.

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

FISCAL IMPACTS

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

ATTACHMENTS

None

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATIONS OF FUNDS

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

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

SECTION 2. That the City Clerk shall certify to the adoption of this resolution.
ADOPTED AND APPROVED this **24th day of October, 2018**.

Jack Hadjinian, Mayor Pro-Tem

ATTEST:

Irma Barajas, City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATION OF FUNDS FOR EXPENSES RELATED TO THE
POLICE VEHICLES CONVERSIONS**

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

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

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

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

ADOPTED AND APPROVED this 24th day of October, 2018.

ATTEST

Jack Hadjinian, Mayor Pro Tem

Irma Barajas, City Clerk

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, CALLING FOR THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2019, FOR THE ELECTION OF ONE MEMBER OF THE CITY COUNCIL, ADOPTING REGULATIONS FOR CANDIDATES TO SUBMIT CANDIDATE STATEMENTS TO THE VOTERS FOR SUCH ELECTION AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES, AND PROVIDING FOR A PROCEDURE FOR DETERMINING BY LOT A TIE AMONG CANDIDATES AT SUCH ELECTION IN ACCORDANCE WITH GOVERNMENT CODE SECTION 15651

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a Special Municipal Election shall be held on Tuesday, March 5, 2019, for the election of one member of the City Council as a result of the current vacancy;

WHEREAS, § 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement.

WHEREAS, § 15651 of the Elections Code of the State of California authorizes the City Council to determine the means and manner in which a tie vote is to be resolved in the event that two or more persons receive an equal and the highest number of votes (“tie votes”) for an office to be voted upon in a city;

WHEREAS, § 15651 of the Elections Code of the State of California provides that the tie vote shall be resolved in one of the following ways:

- a) **By Lot:** The City Clerk, serving as the Elections Official pursuant to Elections Code § 320, or his or her designee, shall summon the candidates who have received the tie votes, whether upon the canvass of the returns or upon recount by a court, to appear before the City Council at a time to be designated by the City Council. The City Clerk shall at that time and place resolve the tie votes by lot (defined below).
- b) **By Special Election:** The legislative body may resolve a tie vote by the conduct of a special runoff election involving those candidates who receive an equal number of votes. A special runoff election shall be held only if the legislative body adopts provisions of § 15651 (b) of the Elections Code prior to the conduct of the election resulting in the tie vote. All future elections conducted by that body shall be resolved likewise, unless the legislative body later repeals the order for the conduct of a special runoff election.

WHEREAS, the City Council desires that any tie vote resulting from the March 5, 2019 Special Municipal Election be resolved by lot.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Montebello, California, on Tuesday, March 5, 2019, a Special Municipal Election for the purpose of electing one (1) Member of the City Council for the remaining term created by the current vacancy which expires November 3, 2020.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. If the City does not conduct an all-mail ballot election for this Special Municipal Election, that the polls for the election shall open at seven (7) o'clock a.m. of the day of the election and shall remain open continuously from that time until eight (8) o'clock p.m. of the same day when the polls shall be closed pursuant to Election Code §10242, except as provided in § 14401 of the Elections Code of the State of California. If the City chooses, and is authorized under State law, to conduct an all-mail ballot for this Special Municipal Election, that the all-mail ballot election shall be conducted in accordance with State law.

SECTION 5. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at the Special Municipal Election to be held in the City of Montebello on March 5, 2019, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than two hundred (200) words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political

organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:30 p.m. of the next working day after the close of the nomination period.

SECTION 8. FOREIGN LANGUAGE POLICY

- A. Pursuant to the Federal Voting Rights Act, candidates statements will be translated into all languages required by the County of Los Angeles. The County is required to translate candidate's statements into the following languages: Spanish.
- B. The County will print and mail sample ballots and candidates statements to all voters in Spanish. The County will make the sample ballots and candidates statements in the required languages available at all polling places, on the County's website, and in the Election Official's office, or otherwise required.

SECTION 9. PAYMENT

A. Translations:

- 1. The candidate shall be required to pay for the cost of translating the candidates statements into any required foreign language as specified in (A) and (B) of Section 8 above pursuant to Federal and/or State law.

B. Printing:

- 1. The candidate shall be required to pay for the cost of printing the candidates statement in English in the main voter pamphlet.
- 2. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required in (A) of Section 8 above, in the main voter pamphlet.
- 3. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required by (A) of Section 8 above, in the facsimile pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the Candidate's Statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 as amended, and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one

election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filling statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual costs. In the event of underpayment, the Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within thirty (30) days of the election.

SECTION 10. No candidate will be permitted to include additional material in the sample ballot package.

SECTION 11. That the City Clerk shall provide each candidate or the candidate's representative with a copy of this Resolution at the time nominating petitions are issued.

SECTION 12. That all previous resolutions establishing Council policy on payment for candidates statements are repealed.

SECTION 13. That pursuant to § 15651 of the Elections Code of the State of California, if any two or more persons receive an equal and the highest number of votes for an office to be voted for within the City, the tie votes shall be resolved by lot. "By lot" means, by deciding the matter through implementing a method of chance, in order to afford each candidate receiving tie votes a fair opportunity at election.

SECTION 14. That the City Council has the authority to resolve tie votes by lot, by implementing various methods of chance, including, but not limited to, a coin toss, generation of random number, or drawing of names. In the interest of maintaining decorum, fairness and transparency, the method implemented for resolving tie votes in the March 5, 2019 Special Municipal Election shall be the drawing of names, in accordance with the following procedure:

The City Clerk shall type the name of each candidate who has tied for office on a separate, but identical piece of paper, which shall be folded and deposited into a container and mixed so that the pieces of paper become indistinguishable. The City Clerk, or his or her designee, shall then draw from the container as many pieces of paper as there are seats on the City Council to be filled by the candidates who have tied. The candidate(s) whose name(s) appear(s) upon the drawn piece(s) of paper shall be deemed elected.

SECTION 15. That all previous resolutions establishing the means and manner for resolving a tie vote in Municipal Elections are repealed.

SECTION 16. That this Resolution shall apply only to the election to be held on March 5, 2019 and shall then be repealed as to Sections 7-11 and Sections 13-14.

RESOLUTION NO. ____
Page 5 of 5

SECTION 17. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 18. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED and ADOPTED this 24th day of October 2018.

Jack Hadjinian, Mayor Pro Tem

APPROVED AS TO FORM:

ATTEST:

Arnold Alvarez-Glasman, City Attorney

Irma Bernal-Barajas, City Clerk

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Andrew G. Pasmant, Acting City Manager
BY: Iain MacMillan, Deputy City Attorney
SUBJECT: Special Municipal Election – March 5, 2019
DATE: October 24, 2018

RECOMMENDATION

City staff recommends that the City Council adopt a resolution which provides for all of the following

1. Calling for the holding of a Special Municipal Election to be held on Tuesday, March 5, 2019, for the election of one member of the City Council as required by the provisions of the laws of the State of California relating to General Law Cities and as recommended by the Los Angeles County Registrar-Recorder/County Clerk;
2. Adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, March 5, 2019, as required by State law; and
3. Providing for a procedure for determining by lot a tie among candidates at the March 5, 2019 Special Municipal Election in accordance with Elections Code Section 15651.

DISCUSSION

The City took action to and will hold a Special Municipal Election on Tuesday, March 5, 2019, to fill one (1) seat on the Montebello City Council. The seat is currently vacant because of former Mayor Vanessa Delgado's resignation. The person elected to this currently vacant seat will serve a shortened term expiring in November 2020.

State law suggests Monday, November 5, 2018, as the last day on which to adopt resolutions related to the call of the March 5, 2019, election and the determination of nomination period regulations such as candidate statements and payment. The resolution presented with this report for City Council review and approval will have the

effect of calling the election, setting regulations for candidates' statements, and providing a procedure for determining by lot a tie among candidates at the March 5, 2019 Special Municipal Election pursuant to Elections Code Section 15651.

The nomination period for candidates is from November 12, 2018 until December 7, 2018. Pursuant to the Federal Voting Rights Act, Los Angeles County is required to make voting material available in English, Spanish, Japanese, Chinese, Korean, Tagalog, and Vietnamese. Materials in each of these required languages will be made available upon request. In addition, the sample ballot will contain instructions on how voting information in the required languages can be obtained via telephone at no cost to the voter. If a candidate chooses to have a Candidate's Statement in the sample ballot, the candidate shall pay for the printing of the statement in English and Spanish.

City staff is still seeking cost estimates from private consultants to hold this special election and seeking other alternatives from paying the Registrar-Recorder/County Clerk for its full services in conducting the special election, such as conducting an all-mail ballot election. Once the City obtains the cost estimates from available options, City staff intends to agendize the selection options for the City Council's consideration at the first November 2018 City Council meeting. Please be advised that December 7, 2018 is the last day that the City Clerk can file a City Council resolution with the Los Angeles County Board of Supervisors and the Registrar-Recorder/County Clerk requesting and specifying what level of services are needed for the election.

FISCAL IMPACT

The estimated cost of this Special Municipal Election is expected to be approximately \$366,000.00, according to the Los Angeles County Registrar-Recorder/County Clerk if their full services are requested by the City. City staff is currently seeking cost estimates from other available options.

SUMMARY

With the approval and adoption of the item presented with this report, the City satisfies Election Code requirements. Pursuant to the schedule of election events prepared by the County Elections Department, the candidate filing period will be open Monday, November 12, 2018, and will close Friday, December 7, 2018, at 5:00 p.m. The City Council still needs to approve and adopt a resolution informing the Registrar-Recorder/County Clerk of what level of services will be needed to conduct the special election, once City staff has provided cost estimates for available options during any November City Council meeting.

ATTACHMENTS

1 – A Resolution of the City Council of the City of Montebello, California:

- A. Calling for the holding of a Special Municipal Election to be held on Tuesday, March 5, 2019, for the election of one member of the City Council as required by the provisions of the laws of the State of California relating to General Law Cities and as recommended by the Los Angeles County Registrar-Recorder/County Clerk;
- B. Adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, March 5, 2019, as required by State law; and
- C. Providing for a procedure for determining by lot a tie among candidates at the March 5, 2019 Special Municipal Election in accordance with Elections Code Section 15651.

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: Professional Services Agreement for Project Oversight Consultant and Funding Appropriation

DATE: October 24, 2018

RECOMMENDATION

That the City Council approve:

- 1) A professional services agreement for project oversight consultant to assist with oversight of the completion of the Home2Suite Hotel Project with Swinerton Management & Consulting in the amount \$35,000,
- 2) Approve the retention Michael Baker International in the amount of \$10,000,
- 3) Approve the appropriation of \$45,000 from the Home2Suite Bonds to fund the aforementioned services, and
- 4) Authorize the Acting City Manager to execute the agreement on behalf of the City.

BACKGROUND/ANALYSIS

In 2016, the City Council retained the services of Hotel2Suites LLC to provide construction management services for the Home2Suite Hotel Project. The selection was made with the understanding that the City lacked the expertise to manage the project with in-house staff, so the City relied on Hotel2Suites LLC to act as construction manager. The City also agreed to reimburse Hotel2Suites LLC for an amount not-to-exceed \$50,000 to assist with the project.

During the months of July and August 2018, staff requested proposals from three (3) highly qualify consultants. Below is a table showing a cost comparison of the proposals:

Company	Cost	Staff
DBC Advisors	Monthly invoices + \$5,000 retainer fee	Project Manager - \$275/hr Steve Garis, LEED AP \$125/hr John Weber, Jr, CPA - \$90/hr
Michael Baker International	\$39,000 (not to exceed)	Mr Ruddins - \$225/hr R. Seitz - \$185/hr
Swinerton Management & Consulting	Monthly payment	Project Manager - \$155/hr

Copies of the proposals received are available in the City Clerk's Office for review.

In months of September and October 2018, the City Council received briefings on this item in Closed Session. At the meeting of October 10, 2018, the City Council provided direction to staff. Staff has prepared the this staff report and is seeking approval of the agreement(s) and funding approval to proceed with the proposed services.

FISCAL IMPACT

Funding for the services can be provided from the Home2Suite Hotel Project Bonds. As such, staff is seeking City Council's approval of the appropriation of \$45,000 for the proposed services. If hotel bond funds are used, there will be no impact on the City's General Fund.

SUMMARY

The City Council will consider: 1) approving a professional services agreement for oversight consultant to assist with oversight of the completion of the Home2Suite Hotel Project with Swinerton Management & Consulting in the amount \$35,000; 2) approve the retention of Michael Baker International in the amount of \$10,000; 3) approve the appropriation of \$45,000 from the Home2suite Bonds to fund the proposed services; and 4) authorize the Acting City Manager to execute the agreement on behalf of the City.

ATTACHMENTS

Draft Professional Services Agreement with Swinerton Management & Consulting
Draft Professional Services Agreement with Michael Baker International

EXHIBIT "A"

**SCOPE OF SERVICES, TIME OF PERFORMANCE
AND COMPENSATION SCHEDULE
(see attached)**



SWINERTON

MANAGEMENT & CONSULTING

August 28, 2018

Danilo Batson
Assistant City Manager
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: SWINERTON MANAGEMENT & CONSULTING (SWINERTON BUILDERS DBA SWINERTON MANAGEMENT & CONSULTING), PROJECT /CONSTRUCTION MANAGEMENT & STAFF AUGMENTATION SERVICES PROPOSAL

Dear Danilo,

We are pleased to submit our proposal for Project and Construction Management Services for the City of Montebello.

Swinerton staff will provide project/construction management services and assistance to the City of Montebello, under the City's direction and oversight, regarding capital and construction projects and development projects with City oversight.

Swinerton's core services and responsibilities on these projects may include:

- Full-Time On-Site Construction/Project Management
- Project Work Planning
- Project Reporting
- Agency Coordination, Permit Tracking
- Construction Bid Management & Award Services
- Construction Field Presence
- Cost Controls
- Schedule Management
- Safety Program Oversight
- Managing Project Meetings
- As-Needed Limited Cost Estimating and Scheduling
- FF&E Coordination
- Review of Claims, Change Orders, and Advising the City of Avoidance, Mitigation, and Management Strategies
- Reconciling Billings, Pay Applications, and Change Orders and Comparison w/ Contract and Bond Indenture Agreements
- Reviewing Billings for Compliance and Errors
- Review of Labor and Lien Releases
- Advising the City of Executing Certificate of Completion and Occupancy and Review of Compliance Documents
- Review of Possible Contract Penalties/Loss of Revenues and Advise of Recourse Options & Strategies
- Review Home2Suites Expenses and Payments, Inventory Controls, and Products Procured for Accounting and Asset Controls Functions
- Review and Recommendations for Project Close-Out Process



SWINERTON

MANAGEMENT & CONSULTING

This fee is based on the assumption of a full-time, 40 hours-a-week position for our core Project Manager, and will only be charged for time spent on the City of Montebello projects and assisting the City's team.

Swinerton's hourly rate for our Project/Construction Manager will be at a rate of \$155 an hour and will be billed to the City of Montebello on a monthly period. Please note, that monthly billings will fluctuate due to changing hours of each month.

If services are requested by the City that are beyond our typical scope outlined in this proposal, or that require extended use of additional Swinerton staff or services, Swinerton will submit additional proposals for these services and require approval by City of Montebello staff before the commencement of these services. Additionally, Swinerton requests the City of Montebello provide at least 30 days notification prior to the conclusion of the City's need for Swinerton's services. Swinerton looks forward to providing services to the City of Montebello.

Proposal Summary

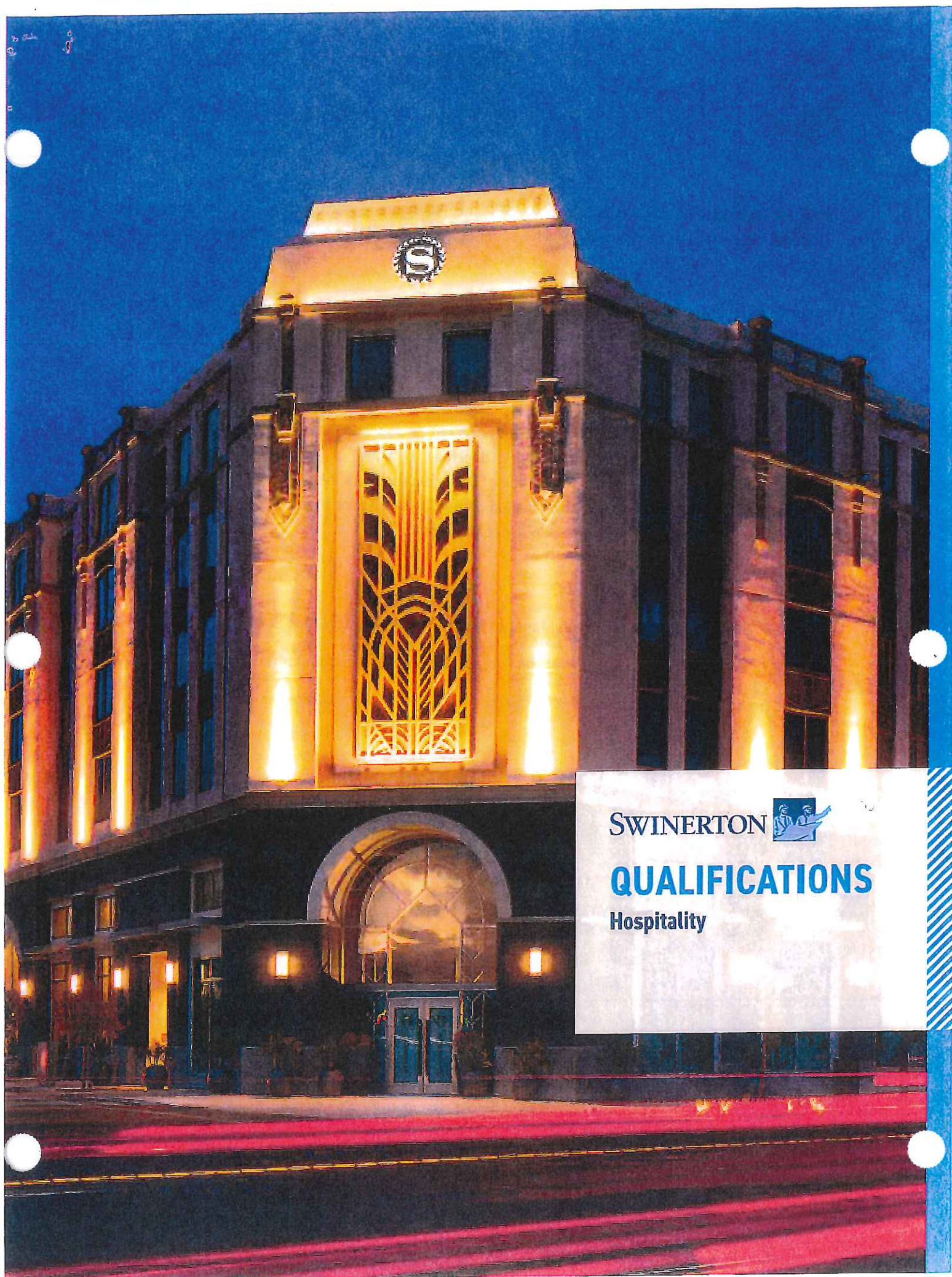
Services: Core Project / Construction Management and Staff Augmentation Services

Staff: Swinerton Management & Consulting Project Manager, Paul Banuelos (or equivalent staff)

Fee: To be billed monthly based only on time spent at \$155/hr Project Manager Rate

Sincerely,

Lia Tatevosian
Vice President, Division Manager
Swinerton Management & Consulting



SWINERTON 

QUALIFICATIONS

Hospitality

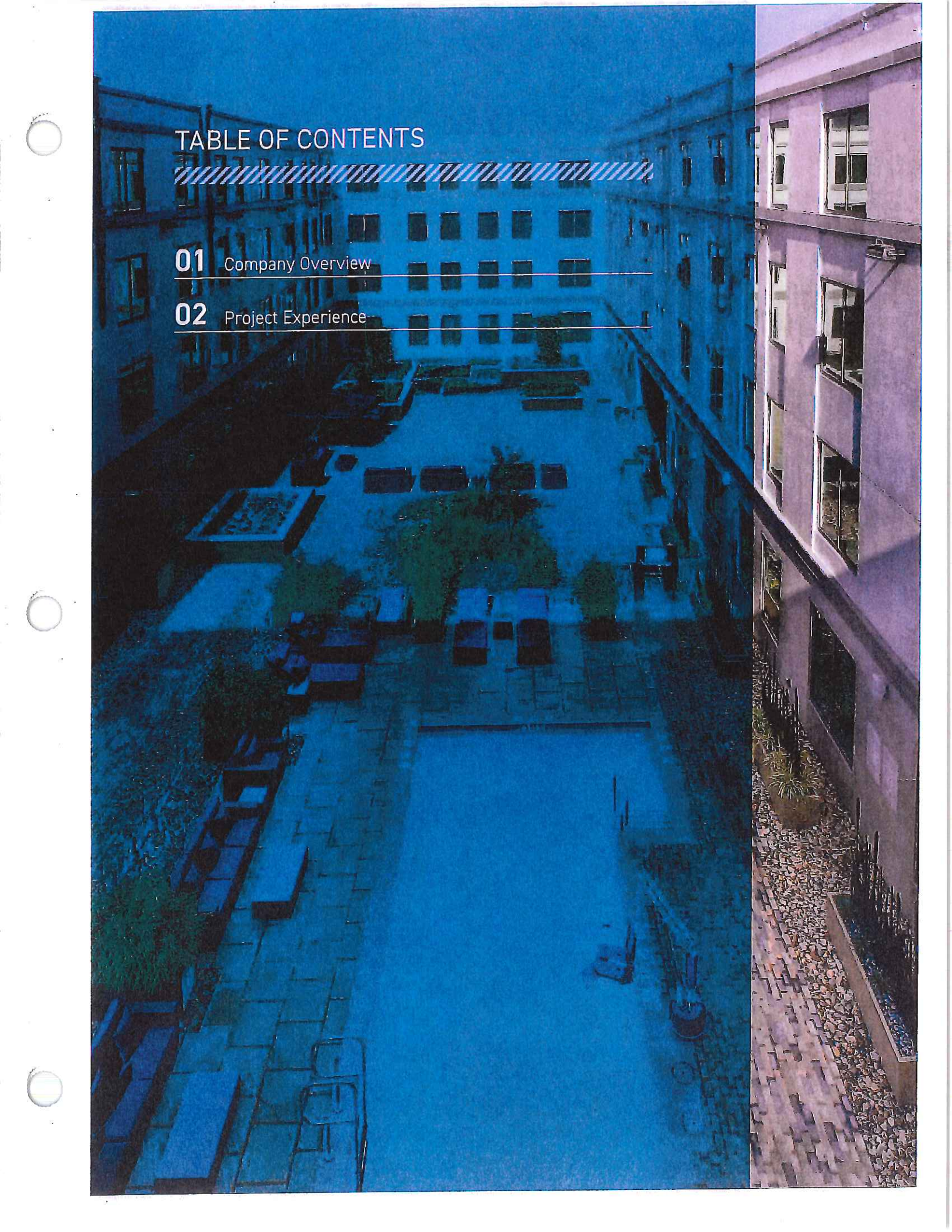


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02 Project Experience

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01

COMPANY OVERVIEW



PEACE OF MIND IS BUILT IN

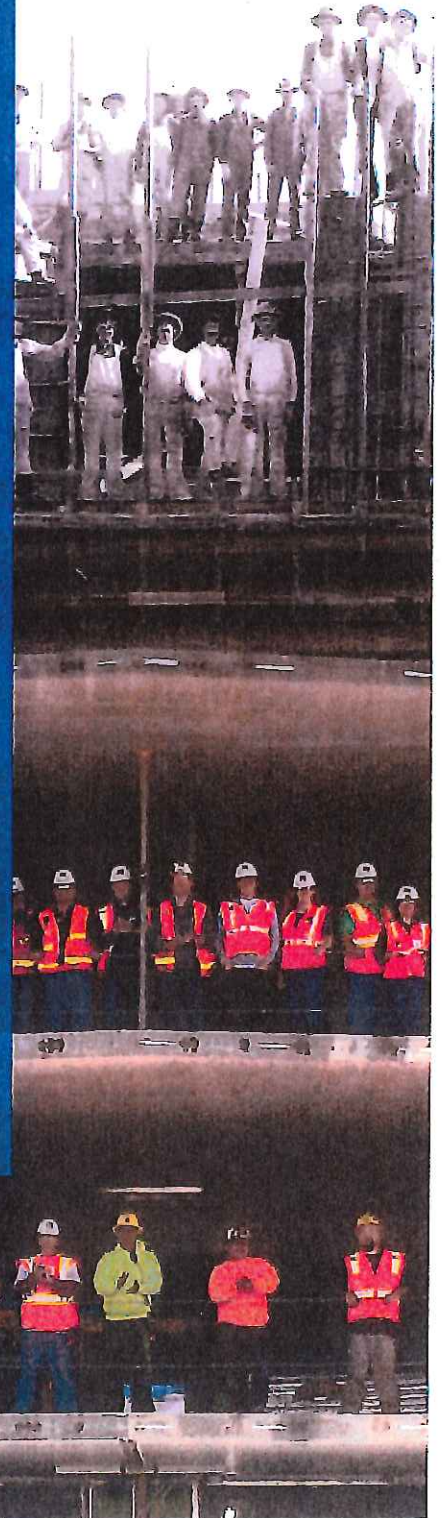
Swinerton traces its roots back to 1888, when a young Swedish immigrant formed a brick masonry and contracting business in Los Angeles to serve the growing city in its post-Gold Rush building boom. Since our earliest days building along the Western frontier, the company has survived and thrived through two world wars, the Great Depression and Recession, dynamic cultural movements, and natural disasters. Since Swinerton's earliest days, our exceptional craftsmanship has helped us create celebrated landmark projects throughout the West and beyond.

The company now has over 3,000 employees from coast to coast, and along the way we've helped build communities from the peaks of the Rocky Mountains to the Hawaiian Islands, from the Gulf of Alaska to the jungles of Colombia. The company still operates under California contractor's license number 92—the one it obtained in 1927 when the state first began issuing licenses. Many Swinerton-built structures now claim a spot on the National Register of Historic Places and other architectural preservation lists.

A culture of innovation and flexibility has been essential to Swinerton's enduring success. The construction industry is constantly evolving, and we've seen innumerable changes in our 130-year history.

As part of our commitment to those standards, Swinerton formed the Center for Excellence in Project Delivery in 2012 to accelerate the company's adoption of construction technology, including BIM, laser scanning, field robotics, and virtual scheduling and estimating.

As builders, we recognize our responsibility to preserve natural resources for future generations, and we're building for the future through our commitment to sustainability. Swinerton is committed to green building initiatives that create structures that will operate cleanly and efficiently for many years to come.



100%

EMPLOYEE OWNED

2400+

CONSTRUCTION EXPERTS

217

LEED APs



PRIDE OF OWNERSHIP

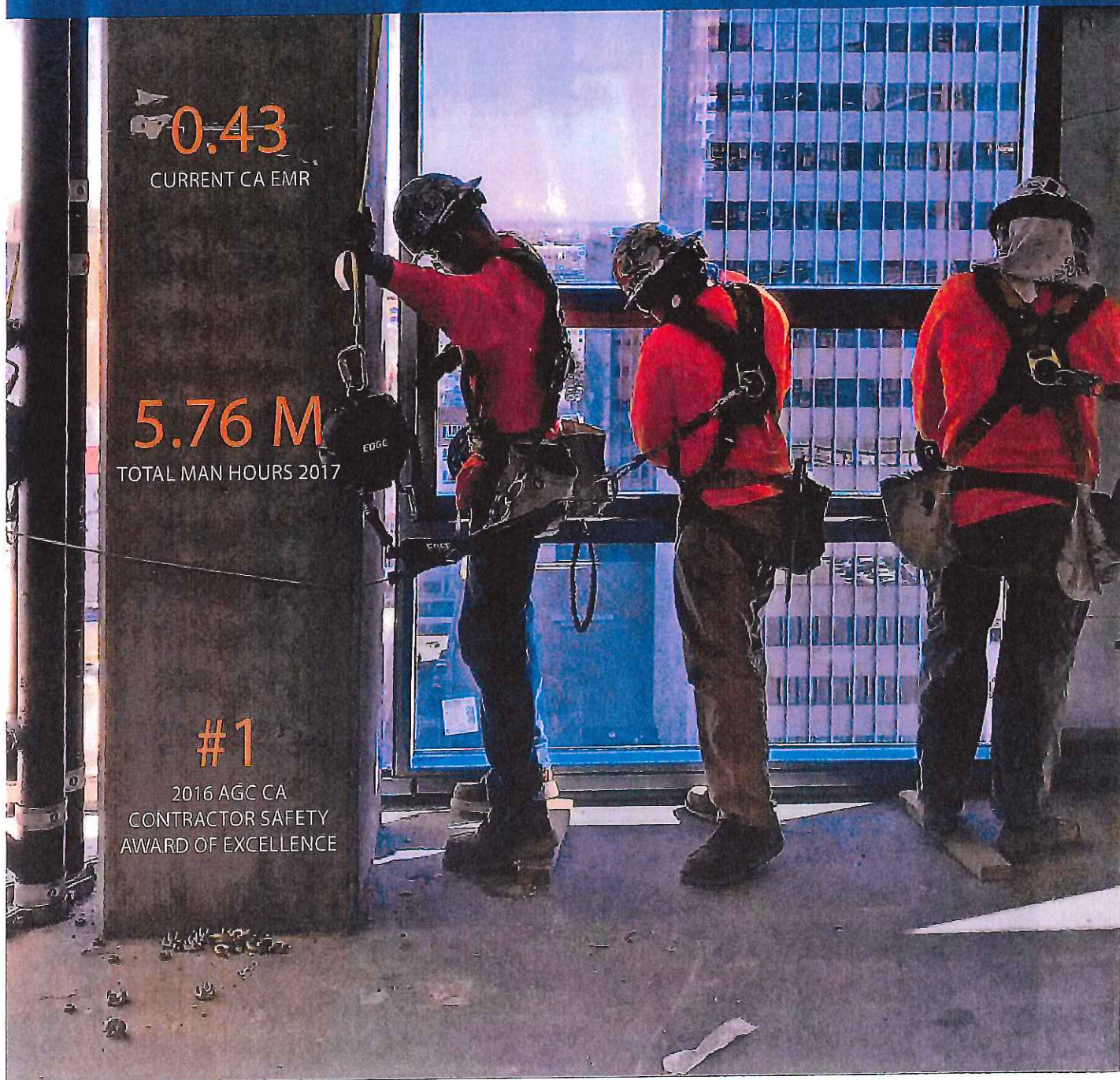
Swinerton's core strength has always been our people. One of the foundations of Swinerton's corporate culture is that every Swinerton team member is an employee-owner, which builds a unique pride of ownership and an unmistakable drive in our employees. Because we are all owners of the company, we all have "Skin in the Game." Every Swinerton employee has a vested interest in the success of the company and our clients' projects. This results in a family organization that truly shares in the success of the company as a whole. Our close communication and interchange of ideas and best practices between offices, divisions and regions allows us to create success after success.

Swinerton's leadership team has decades of homegrown experience and a long tradition of stability and collaboration. This deep insight into the lives of our employees and the experiences of our clients fosters an approachable, open-door style of management. With a commitment to ingenuity and integrity, they lead Swinerton into the future of building with innovative solutions while honoring the core values that have guided the company for decades.

SAFETY IS OUR CULTURE

Make Safety a Habit...“Your Family Needs You” (YFNY) is Swinerton’s safety motto on every project. Swinerton is consistently recognized in the industry for providing the safest environments with the most committed personnel.

Swinerton’s OCLA team will utilize our proven Safety Program on every project. Project stakeholders can be rest assured that Swinerton will maintain the highest safety standards in pursuit of our “Zero Injury” goal for the duration of any project. Regardless of the scope of a project our top priority is always safety—YFNY is more than just our team’s motto; it’s a way of life.



0.43

CURRENT CA EMR

5.76 M

TOTAL MAN HOURS 2017

#1

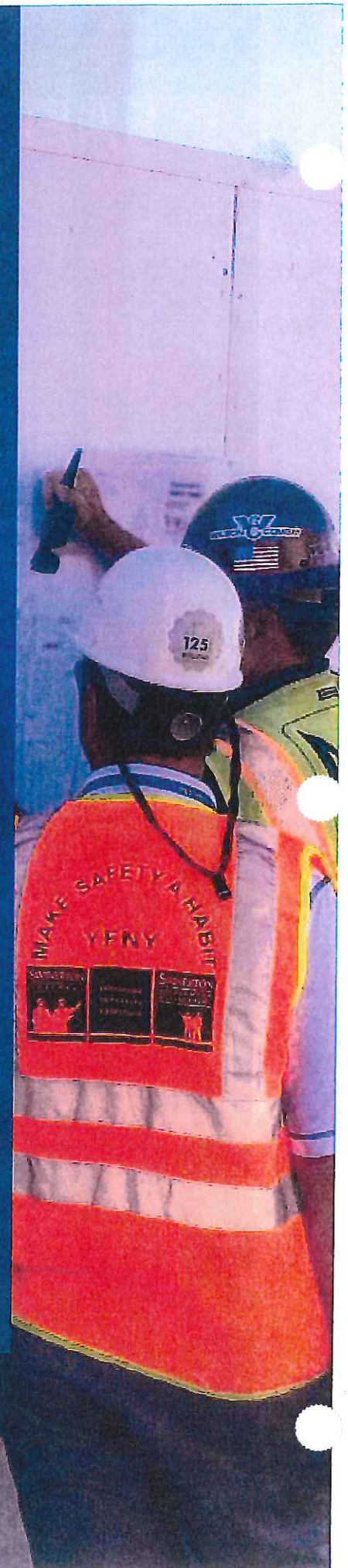
2016 AGC CA
CONTRACTOR SAFETY
AWARD OF EXCELLENCE

QUALITY CONTROL PLAN

In order to achieve quality work, our experience has taught us to view quality as a management preventative tool rather than a "policing" post-work control effort. Our effort begins during subcontractor/supplier contract negotiations, continues through submittal procurement/review, and is at its highest level during early/initial inspection activities. Swinerton schedules regular quality control meetings with project stakeholders to ensure compliance with the written plan.

Quality Control is facilitated through the integrated establishment of the following procedures and techniques:

- Materials used in fabrication and construction are closely reviewed to ensure that they comply with contract documents
- Thorough reviews of submittal documentation for conformance with construction documents as well as potential quality issues
- Ample time and opportunity for the project team to review work in place and provide input about the existing level of quality
- Proper sequencing of the work to ensure the best conditions for achieving the highest quality of performance
- Quality and performance standards are clearly illustrated through mock-ups to avoid any confusion
- A clean and well-organized project site maintained to optimize the quality of the work environment
- Immediate attention and correction given to any substandard work to reinforce worker awareness of the high priority status of maintaining high quality standards
- Procedures established to ensure required inspections and testing as well as additional voluntary inspections/testing are performed
- Readily acknowledge work well done to develop workers' sense of pride in the project and reinforce the fact that quality counts



COMMUNITY INVOLVEMENT

Swinerton's community involvement is directly linked with our core values and strategy. We are committed to strategically focusing our "giving back" to align with business goals, while offering purpose-filled opportunities for our employees to develop skills and network.

THE SWINERTON FOUNDATION

The Swinerton Foundation helps build sustainable cities and neighborhoods by partnering with community-focused non-profit organizations to support health, social services, cultural, education, and environmental programs that benefit all members of the community. The Swinerton Foundation also serves as a catalyst to encourage and expand the philanthropic endeavors of Swinerton Incorporated and its affiliates' employees.



89,000+

HOURS VOLUNTEERED

\$385,969

RAISED IN 2017

SECTION

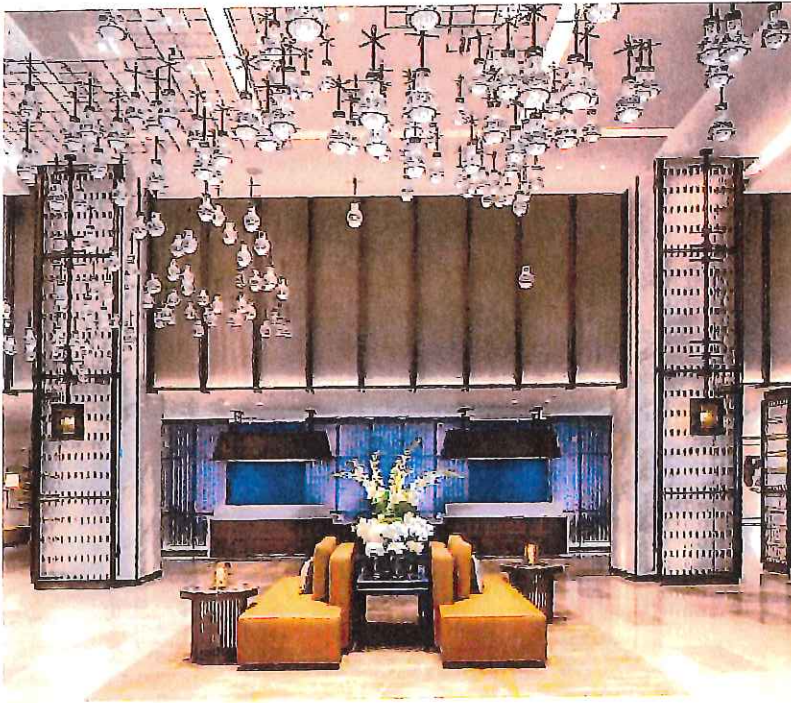
02

HOSPITALITY
PROJECT EXPERIENCE



HAZENS SHERATON SAN GABRIEL HOTEL

SAN GABRIEL, CALIFORNIA



CLIENT

Hazens Real Estate Group

ARCHITECT

Kollin Altomare Architects

SQUARE FOOTAGE

246,000 - Hotel

198,000 - Subterranean Parking

CONSTRUCTION COST

\$102,000,000

DATE COMPLETED

November 2017

PROJECT HIGHLIGHTS

- New Construction
- Hospitality
- 288 Guest Rooms
- Parking Structure
- Concrete Frame
- Multi-story
- Retail Space
- Banquet Facility
- Fitness Facility
- Swimming Pool

Sheraton San Gabriel will offer 288 keys (277 guest rooms and 11 suites), and more than 10,000 square feet of meeting space across four structural steel banquet rooms. The hotel features two signature restaurants, offering Chinese and steakhouse dining options, as well as a bar, pool, fitness facilities and luxury spa. The building is designed with a contemporary Art-Deco style with two interior courtyards.

The new hotel consists of five levels above grade and three levels of subterranean parking with 520 stalls. A cast-in-place concrete system is utilized throughout the structure with mild steel slabs at the below grade and ground floor levels and post-tensioned slabs on the upper levels. The lateral resisting system in the building consists of special reinforced concrete shear walls. On the north edge of the property and above the parking garage, a large 30-foot tall open ballroom space will be accomplished with use of large open web steel trusses spanning approximately 112 feet. Steel columns and perimeter wide-flange girders support the large trusses. The lateral resisting system of the steel ballroom structure utilizes buckling restrained braced (BRB's) frames.

A feature of the hotel is the robotic delivery system, which delivers room service food and your luggage from the check in desk.

OCEANWIDE PLAZA FIG CENTRAL (CONSTRUCTION MANAGER)

LOS ANGELES, CALIFORNIA



CLIENT

Oceanwide Center, LLC

ARCHITECT

RTKL Architects

SQUARE FOOTAGE

1,488,101

CONSTRUCTION COST

\$850,000,000

ESTIMATED COMPLETION

2018

PROJECT HIGHLIGHTS

- New Construction
- Preconstruction
- High-Rise
- Hospitality
- Parking Structure
- Concrete Frame
- Residential
- Multi-story
- Phased Construction

Oceanwide Plaza Fig Central is located adjacent to the vibrant L.A. Live and Staples Center Entertainment Complex.

Sitting on a 4.6-acre lot just east of the Staples Center, the Oceanwide Plaza Fig Central project will contain multiple high-rise towers including a 49-story building which will house luxury condominiums and a five-star hotel branded by Roberto Cavalli.

In addition, a 40-story tower also containing luxury condominiums and the Cavalli Club—a lavish nightlife spot with current locations in Milan, Dubai, Ibiza, and Miami—will be constructed. Fig Central's towers have 504 condominiums and 183 hotel rooms.

The Oceanwide Plaza towers are set upon a seven-story podium which will consist of 200,000-square-foot open-air mall with restaurants and retailers, parking, and amenities for residents and hotel guests to enjoy, including a jogging track, playground, and dog park. The site includes 1,444 parking stalls.

Adding to the dynamic and entertainment-focused neighborhood, the Oceanwide project will also feature a massive 32,000-square-foot ribbon of LED signage that will wrap around the complex.

HAZENS DOWNTOWN TOWERS

LOS ANGELES, CALIFORNIA



CLIENT

Hazens Real Estate Group

ARCHITECT

Gensler

SQUARE FOOTAGE

Phase 1 Hotel: 215,000

Phase 1 Residential: 321,400

Phase 2 Residential: 442,455

CONSTRUCTION COST

\$550,000,000

ESTIMATED COMPLETION

2020

PROJECT HIGHLIGHTS

- New Construction
- Preconstruction
- High-Rise
- Hospitality
- Design-Build MEP and Curtain Wall Systems
- Parking Structure
- Concrete Frame
- Residential
- Multi-story
- Phased Construction

The Hazens Downtown Towers Project is a multi-phase high-end hotel, condo and retail center situated in the heart of Los Angeles.

The Hazens Downtown Towers Project is a multi-phase high-end condo and retail center across from L.A. Live and the Staples Center on the Luxe City Center Hotel site at Figueroa Street and Olympic Boulevard.

The first phase of the project includes a 30-story, 250-room hotel at the northwest corner of Eleventh and Flower, plus another 30-story high-rise with condos. Once that phase is complete the second wave of building will start immediately and razes the Luxe City Center and puts up a 42-story condo tower.

Together, the two residential towers have over 650 units and are linked by an eight-story podium which also features amenities like green space and swimming pools. More amenities are slated to be built on the rooftops of the towers.

WANDA ONE BEVERLY HILLS

BEVERLY HILLS, CALIFORNIA



CLIENT

Wanda Group

ARCHITECT

Richard Meier & Partners Architects

SQUARE FOOTAGE

1,630,000

CONSTRUCTION COST

\$800,000,000

ESTIMATED COMPLETION

2020

PROJECT HIGHLIGHTS

- New Construction
- Preconstruction
- High-Rise
- Apartments/Rooms = 327
- Parking Structure = 1,140 Stalls
- Multi-story
- Retail Space
- Public Gardens
- Phased Construction
- LEED Silver Certification or higher

Swinerton, in joint-venture partnership with Webcor Builders, has been selected as the general contractor team for the Wanda Group's One Beverly Hills Boutique Hotel and Residences project! One Beverly Hills will redefine luxury accommodations for the West Coast.

As one of the largest and most talked about projects in Los Angeles, this \$800 million job will sit on an eight-acre site adjacent to the famed Los Angeles Country Club from one side, and the Beverly Hilton from the other. One Beverly Hills will include a 134-room luxury boutique hotel, 193 luxury residences in two thin buildings along the western edge of the property with 1,140 parking spaces. The property will also feature public gardens, green space, walkways and seating areas throughout the property as well as an outdoor lounge, restaurants and event spaces.

Designed by the acclaimed Pritzker Prize-winning architect, Richard Meier, the project will provide spectacular views of the Pacific Ocean, Beverly Hills, and Greater Los Angeles area for both residents and visitors. The project is set to break ground in September 2017 and the construction duration will be for 36 months.

WORLDMARK BY WYNDHAM

ANAHEIM, CALIFORNIA



CLIENT

Wyndham Vacation Ownership

ARCHITECT

Ankrom Moisan Architects

SQUARE FEET

350,000

CONSTRUCTION COST

\$48,450,132

DATE COMPLETED

August 2008

PROJECT HIGHLIGHTS

- 14-story Condominium Tower
- Four-story Parking Structure
- New Construction

Located just two blocks from Disneyland in Anaheim, California, this 14-story high-rise has 242 units ranging in size from studios to three bedrooms, including 12 two- to four-bedroom presidential suites on the top two floors. The 342,990-square-foot tower stands at 168 feet tall, making it one of the tallest buildings in Orange County. The WorldMark by Wyndham tower also houses reception and administrative support, a sales office, and service/maintenance areas.

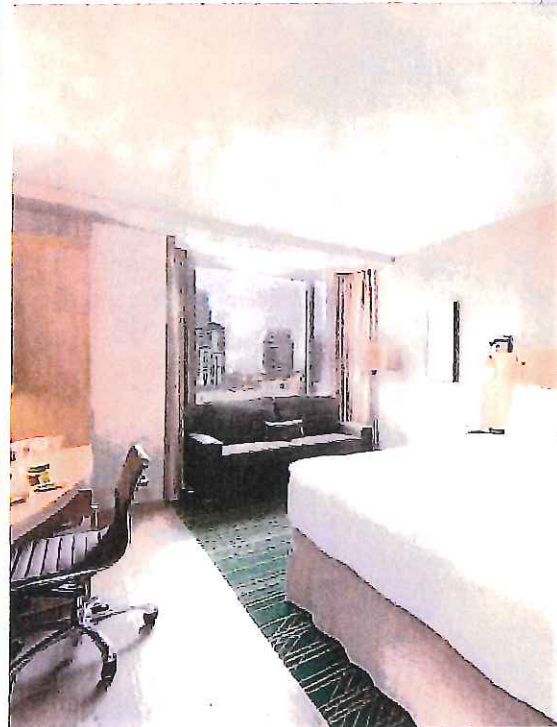
The tower structure consists of post-tensioned concrete slab with poured-in-place concrete columns and steel stud partitions. Exterior walls featured cement stucco finish with applied architectural profiles. Mansard roofing material is composed of standing-steam metal panels. Windows are high performance, tilt/turn PVC finished to complement the building's façade.

Onsite amenities include an outdoor swimming pool, children's pool, exercise facility, game room and rooftop deck where guests can wade in any one of three bubbling spas, sunbathe, or watch the fireworks show above the nearby themepark.

The separate four-story, 150,000-square-foot parking structure is also a post-tensioned concrete slab structure with poured-in-place concrete columns.

GASLAMP COURTYARD MARRIOTT

SAN DIEGO, CA



CLIENT

CY Gaslamp

ARCHITECT

Awbrey Cook Rogers McGill (ACRM)

SQUARE FOOTAGE

52,101

CONSTRUCTION COST

\$19,245,000

DATE COMPLETED

June 2015

PROJECT HIGHLIGHTS

- Hospitality
- 90 Guest Rooms
- Roof Deck/Bar
- Fitness Room
- Below-Grade Parking
- Design-Build

Construction of a cast-in-place concrete, 14-story, Courtyard by Marriott hotel with one subterranean level in the Historic Gaslamp Quarter of Downtown San Diego. Building program includes 90 guestrooms, fitness room, home theater, media areas, below-grade parking, roof deck bar/restaurant and eco-roof. Swinerton is responsible for the design-build services of the structural concrete, elevators and MEP/FS systems and has been part of the project since the schematic/concept phase of the design. Design services provided during preconstruction include constructability reviews, value engineering, permit processing, cost estimating, and scheduling.

VIEJAS HOTEL AND PARKING STRUCTURE

ALPINE, CALIFORNIA



CLIENT

Viejas Enterprises

ARCHITECT

Hotel - JCJ Architecture

Parking - Stricker Cato Murphy Architects

SQUARE FOOTAGE

Hotel - 96,436

Parking Structure - 264,000

CONSTRUCTION COST

\$56,600,000

DATE COMPLETED

2013

PROJECT HIGHLIGHTS

- Design-Build
- Hospitality
- 150 Guest Rooms
- Three-Star Hotel
- Self-Perform Concrete
- Utility Relocations
- Parking Structure
- Pedestrian Bridges
- Swimming Pool
- Spa

Swinerton provided design-build construction services for this 150-key, five-story, three-star finish hotel casino, and associated parking structure.

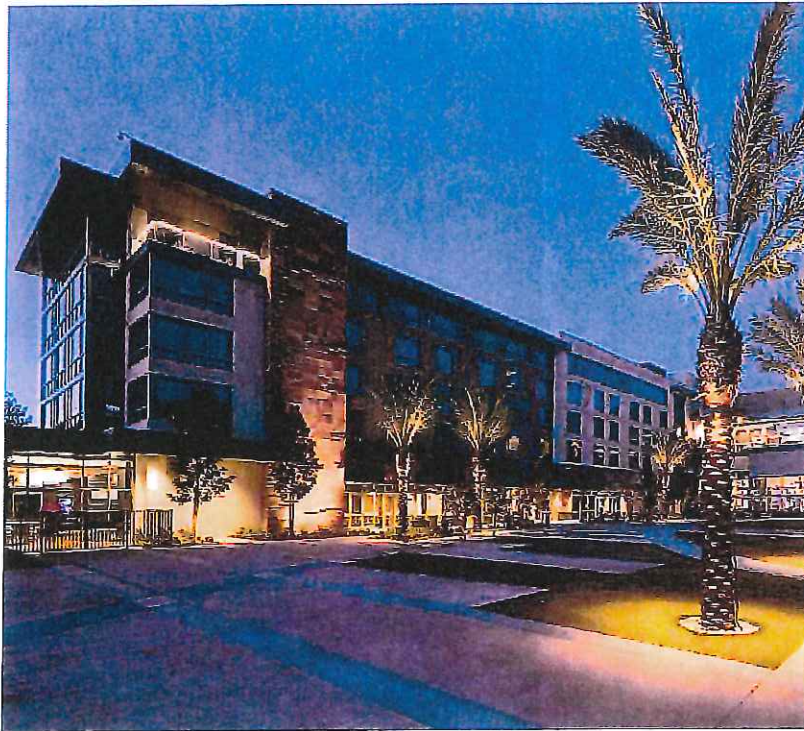
This project construction included the hotel, lobby area, swimming pool and spa amenities, an expansion into the buffet seating area to coordinate with a new casino entry/porte cochere, site utility relocations, 4-story parking structure, 2-pedestrian bridges, and 2 elevator towers.

The parking structure accommodates 850 cars with two pedestrian bridges connecting to the hotel and casino. The bridges consist of a full conditioned steel truss structure 13' wide with carpeting and stone flooring. The two elevator towers housing three elevators consisted of a mix of stucco and stone veneer skin where the elevators fronts are stainless steel.

Specific challenges included a fast-tracked schedule and budget constraints, as well as work being completed in an operating casino.

VIEJAS SOUTH HOTEL

ALPINE, CA



CLIENT

Viejas Band of Kumeyaay Indians

ARCHITECT

JCJ Architecture

SQUARE FOOTAGE

97,000

CONSTRUCTION COST

\$50,066,271

DATE COMPLETED

November 2015

PROJECT HIGHLIGHTS

- Design-Build
- Native American Casino
- Hospitality
- Expansion
- 109 Guest Rooms
- Ballroom

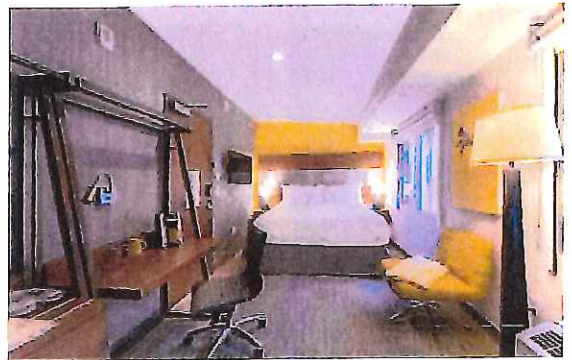
Phase 2 expansion of the Viejas Resort & Casino included a new, four-story hotel (South Tower) with 109 keys. The hotel rooms are above approximately 14,000 square feet of meeting rooms and public gathering spaces on the first floor. The hotel includes 88 standard rooms, 16 enhanced rooms, four junior suites and a large entertainment suite on the 5th floor.

The project also included 13,200 square feet of additional casino floor space as well as a 4,000-square-foot bar and lounge area, an extension of the casino connector which leads to the large meeting facilities. An 11,000-square-foot ballroom space and a extensive pre-function terrace is located on the first floor above the casino overlooking a spacious, open area designated for outdoor events such as concerts and large public gatherings.

This project also included a tunnel in the basement extending under the existing gaming floor to incorporate the new basement with the existing basement, a new gaming floor connecting to the existing gaming floor, a new ballroom along with pre-function interior and exterior space, two board rooms and two meeting rooms, a bar on the gaming floor, and a flex space in the courtyard for concert venues.

HOTEL Z

SAN DIEGO, CA



CLIENT

6th and Island LLC

ARCHITECT

Awbrey Cook Rogers McGill Architects

SQUARE FOOTAGE

40,000

CONSTRUCTION COST

\$6,321,896

DATE COMPLETED

July 2015

PROJECT HIGHLIGHTS

- Design-Assist

This project consisted of renovations to the existing four-story wood-framed, single occupancy hotel into a 96-guestroom hotel. The scope of work included the removal of interior walls, finishes, equipment, etc. in preparation for new interiors and finishes. Exterior improvements to the existing building included upgrades to the west facing facade, paint and replacement of existing sliding windows.

MOXY HOTEL

SAN DIEGO, CALIFORNIA



CLIENT

Gaslamp Quarter Properties, LLC

ARCHITECT

Delawie

SQUARE FOOTAGE

52,000

CONSTRUCTION COST

\$22,650,000

ESTIMATED COMPLETION

November 2018

PROJECT HIGHLIGHTS

- Design-Build
- Repeat Client
- Hospitality
- 108 Guest Rooms

This project includes a seven-story, structural metal stud framed hotel with approximately 108 guest rooms. Located at the intersection of 6th Avenue and F Street in the Historic Gaslamp Quarter of Downtown San Diego, the Moxy by Marriott Hotel includes one subterranean level for parking and back-of-house operations. The project will be executed using a design-build delivery method with an eight-month design and preconstruction phase included before construction operations begin.

OMNI SAN DIEGO HOTEL AND METROPOLITAN CONDOMINIUMS

SAN DIEGO, CALIFORNIA



CLIENT

JMI Realty

ARCHITECT

Hornberger + Worstell

SQUARE FOOTAGE

656,000

CONSTRUCTION COST

\$100,000,000

DATE COMPLETED

April 2006

PROJECT HIGHLIGHTS

- Preconstruction
- Connected to PETCO Park via a Pedestrian Skywalk
- Hospitality
- Condominiums
- Conference Rooms
- Fitness Center
- Spa
- Swimming Pool
- Grand Ballroom
- Restaurants
- Gift Shop

This landmark San Diego project involved preconstruction and construction services for the 34-story, cast-in-place hotel and condominium tower adjacent to Petco Park. The Omni Hotel's 6,500-square-foot, two-story reception and check-in lobby features separate guest and convention check-in. The 21 conference and meeting rooms include a 9,266-square-foot grand ballroom that accommodates up to 800 people and can be divided into five smaller spaces. There are two 647-square-foot boardrooms on the sixth floor, a 950-square-foot Executive Boardroom on the 19th floor, 17 other conference and meeting rooms ranging in size from 532 to 2,870 square feet, and four Galleries and Pre-function spaces ranging in size from 647 to 4,794 square feet.

Amenities include a 3,500-square-foot fitness center with spa, an 8,000-square-foot outdoor terrace with a heated pool, spa, fireplace, and grill; tanning deck with tensile shade structures; a full-service restaurant; coffee and gift shop; and 24-hour room service.

The Metropolitan Condominiums include a private pool deck with a heated pool, spa, barbecue area, and meeting room with kitchen on the 22nd floor; a private entrance with concierge service; 24-hour room service through the Hotel's restaurant; and outdoor balconies in all units with views directly into the ballpark.

HOTEL DEL CORONADO

CORONADO, CALIFORNIA



CLIENT

KSL Recreation Corporation

ARCHITECT

Hornberger + Worstell

SQUARE FOOTAGE

500,000

CONSTRUCTION COST

\$58,800,000

DATE COMPLETED

January 2008

PROJECT HIGHLIGHTS

- Hospitality
- Historic Renovation
- Seismic Upgrade
- National Historic Landmark
- 389 Guest Rooms

Preconstruction and construction services were provided for the renovation of the 389-room Main Historic Building, the Ocean Towers and Poolside guestroom buildings, the International Banquet Room and the Ocean Terrace Restaurant and kitchen.

Project scope includes the complete rework of all guest rooms and finishes throughout, the removal of four tennis courts in order to install exterior dining and increase lawn area, and the relocation of the Windsor Cottage, a historic building used for hosting special events. Unique aspects include the seismic upgrades of the Smoke Stack and the Main Historic Building, the addition of double-loaded corridors to reach guestrooms, and the addition of HVAC to guestrooms.

A new four-pipe mechanical system was installed from the ground floor to the roof. The removal of large portions of the roof over the Crown and Coronet rooms was necessary in order to install new steel trusses without affecting the millwork ceilings.

Swinerton later performed renovations to the Ocean Towers by integrating the new modern facility with the more than 100-year-old Victorian hotel. Swinerton also renovated and expanded the Spa & Fitness center.

RENOVATION OF THE US GRANT HOTEL

SAN DIEGO, CALIFORNIA



CLIENT

US Grant Ventures

ARCHITECT

ASCG Inc. of New Mexico

SQUARE FOOTAGE

320,000

CONSTRUCTION COST

\$28,000,000

DATE COMPLETED

November 2006

PROJECT HIGHLIGHTS

- National Register of Historic Places
- Renovation

Swinerton provided preconstruction and construction services to this 11-story landmark hotel, located at the foot of the historic Gaslamp District in the heart of downtown San Diego. One of the city's most historic landmarks, the U.S. Grant Hotel was originally constructed in 1913 and dedicated to Ulysses S. Grant. After Swinerton completed a massive two-year renovation, there are now 270 guest rooms, including 47 suites; 33,000 square feet of meeting space; two kitchens; and back-of-the-house areas. Additionally, the Grant Grill restaurant was completely demolished and rebuilt, exterior upgrades were done, select building systems were modernized, and provisions were made for the state-of-the-art information technology and cable infrastructure. The hotel also underwent a complete mold remediation and abatement.

The ground-breaking design infused a residential concept with a commitment to incorporate original art throughout the property. Rediscovered craftsmanship from previous eras inspired a blending of one hundred years' worth of landmark architecture with current materials and textures, to redefine opulence and merge the structure's history with modern times.

This project was awarded the 2006 AGC Constructor Award for "Overcoming the Challenge of a Difficult Project."

PALA CASINO SPA RESORT EXPANSION

PALA, CALIFORNIA



CLIENT

Pala Casino Spa Resort Expansion

ARCHITECT

JCJ Architecture

SQUARE FOOTAGE

300,000

CONSTRUCTION COST

\$61,000,000

DATE COMPLETED

May 2009

PROJECT HIGHLIGHTS

- Multi-phase Construction
- Occupied Renovation

Swinerton renovated and expanded the Pala Casino Spa Resort while the casino and hotel remained fully operational around the clock.

Scope of work included the expansion of the high limit room, buffet, general casino floor expansion, promenade food court, hotel lobby, specialty restaurants, elite check-in and catering offices, administration area, facilities shops, parking structure, and renovation of rooms in the existing hotel.

The slab-on-grade parking structure addition has precast bridges attaching it to the adjacent existing structure. Work also included interior and exterior finishes, curb, gutter, and paving; the new addition blends seamlessly with the existing structure.

PECHANGA RESORT AND CASINO LOBBY, RESTAURANT, AND COFFEE RENOVATION

TEMECULA, CALIFORNIA



CLIENT

Pechanga Resort and Casino

ARCHITECT

Delawie

SQUARE FOOTAGE

24,000

CONSTRUCTION COST

\$7,867,623

DATE COMPLETED

December 2013

PROJECT HIGHLIGHTS

- Multi-phase Construction
- Occupied Renovation

The Pechanga tenant improvement project renovated 24,000 square feet of space, with work taking place in several distinct areas of the casino.

There are three restaurants inside the casino—Noodles, Seafood, and Café—and each of them was completely renovated. Each of the restaurants was redesigned and remodeled, giving hotel guests and card players a more vibrant place to eat and drink. A portion of the retail space was converted as well, transforming it into a coffee bar for a quick pick-me-up. In addition to the overhaul of the restaurants, the registration desk and VIP areas was also renovated. The existing water features were removed, and an impressive new fountain was built in the lobby. The entire lobby received new marble flooring, covering approximately 14,000 square feet of space. Work on the Pechanga project took place in an occupied facility, as players and staff were present around the clock each day.

RITZ-CARLTON HIGHLANDS

TRUCKEE, CALIFORNIA



CLIENT

EastWest Partners, Inc.

ARCHITECT

OZ Architecture and
Hornberger & Worstell

SQUARE FOOTAGE

440,000

CONSTRUCTION COST

\$226,000,000

DATE COMPLETED

November 2009

PROJECT HIGHLIGHTS

- Hospitality
- Five-Star Hotel
- 170 Guest Rooms/23 Private Residences
- Conference Center
- Spa & Fitness Center
- Core & Shell
- Green Features
- Joint Venture
- LEED Certified
- Best Project Award - Hospitality category-
from California Construction magazine
- Building Team Silver Award from Building
Design + Construction magazine

Swinerton built this high-end resort that features 170 guest rooms, 23 private residences, a conference center, a three-level parking structure, and a spa. A Five-Star, mid-mountain resort, the Ritz-Carlton Highlands is a one-of-a-kind structure. Located north of Lake Tahoe at 7,000 feet, it provides families and businesses the best resort accommodations for skiing in the winter and mountain biking in the summer, boasting a direct gondola and ski lift that provides ski-in/ski-out access in the winter, as well as easy access to mountain biking and hiking in the spring, summer, and fall seasons. It also features a 14,000-square-foot conference center and a 17,000-square-foot spa and fitness center and offers upscale dining.

This structure was built to LEED® certified standards and utilizes native granite stone, recycled steel, and local lumber; more than 93% of construction waste was either recycled or reused. Additionally, boulders that were unearthed during the excavation phase were reused for retaining walls and landscaping and a method to monitor the use of electricity and then prorate it to the cost of the other utilities (water, sewer, gas) was developed by the MEP team in collaboration with the local utility company.

This project was completed as part of a Joint Venture with Q&D Construction of Reno, Nevada and has won a Best Project Award in the Hospitality category from California Construction magazine, as well as a Building Team Silver Award from Building Design + Construction magazine.

HYATT HOUSE AND HYATT PLACE HOTEL

DENVER, COLORADO



CLIENT

White Lodging

ARCHITECT

PFVS Architects

SQUARE FOOTAGE

306,000

PROJECT HIGHLIGHTS

- Hospitality
- 361 Guest Rooms
- Dual-Branded Hotel
- High-End Finishes
- Fitness Center
- Swimming Pool
- Conference Rooms
- Parking Structure

This new 21-story, post-tensioned concrete hotel at 14th Street and Glenarm Place is located on a tight urban site and contains both Hyatt Place, a select-service hotel, and Hyatt House, an extended stay product within 306,000 square feet. Each hotel has its own entrance, lobby, restaurant and lounge area, though hotel guests share conference rooms, a swimming pool and work-out area, and four levels of parking with 114 spaces. The new hotel is located near the Colorado Convention Center and Denver's 14th Street theater district.

The main structure of the building is post-tension concrete with the exception of Level 1 which is traditional steel reinforcing. Stone façade with a glass canopy makes up the Level 1 and 2 exterior. The corner of the building at 14th and Glenarm features a full-height window wall accent. The remainder of the building exterior utilizes EIFS panels with applied-in-place EIFS at levels 3-6.

The project includes meeting and board rooms in the basement level along with mechanical rooms, a laundry area and an employee break room and locker rooms. Level 1 is comprised of a separate lobby for each of the brands, a private dining area, buffet, and kitchen. Parking levels 2-5 provide 114 parking spaces. Level 6 houses a pool and fitness area as well as guest suites. Level 7 offers the first of the typical guest room floor plan which continues through level 22. There are 247 Hyatt Place rooms and 114 Hyatt House suites.

FOUR SEASONS HOTEL AND PRIVATE RESIDENCES

DENVER, COLORADO



CLIENT

Teatro Towers, LLC

ARCHITECT

Carney Architects / HKS, Inc.

SQUARE FOOTAGE

860,000

CONSTRUCTION COST

\$189,102,396

PROJECT HIGHLIGHTS

- Ground Up Construction
- 45 Story - High-rise
- BIM
- Five-Star Hotel
- Best Hospitality Project of the Year, ENR

This project is a 45-story high-rise building located on the corner of 14th and Arapahoe Streets in the heart of the Theater District in Downtown Denver. This hotel/residential tower was built on top of a two-level below-grade parking structure. The building is a cast-in-place post-tension frame with a glass and precast concrete exterior cladding. The interior includes a 232-key, Five-Star Four Seasons Hotel featuring a spa, restaurant, meeting rooms, and other amenities and back-of-house features typical of a luxury hotel. The upper floors contain 102 luxury for sale residences.

Swinerton utilized Building Information Modeling (BIM) services on this project. The BIM services consisted of managing and updating the full 45-story structural, mechanical, and architectural model.

The Four Seasons Hotel & Private Residences was awarded the NAIOP Development of the Year Award and Best Hospitality Project of the Year from ENR Mountain States magazine.

ANDAZ WAILEA RESORT & VILLAS

WAILEA, MAUI



CLIENT

Starwood Hotels & Resorts

ARCHITECT

WCIT Architect

SQUARE FOOTAGE

350,000

CONSTRUCTION COST

\$201,000,000

DATE COMPLETED

December 2013

PROJECT HIGHLIGHTS

- Hospitality
- Five-Star Resort
- 288 Guest Rooms
- LEED Silver
- New Construction of Five Resort Villas
- Restaurants
- Spa
- Fitness Center

We completed the renovation of the ANDAZ Wailea Resort & Villa, a Five-Star Resort which will provide guests with a unique hotel experience. In addition, the ANDAZ Wailea is LEED Silver certified.

The ANDAZ Wailea was the renovation of an resort with existing structures that included hotel, parking structure, pools and ocean front villas. The renovation included 288 hotel units, public corridors and lobbies, entry lobby, two-meal restaurant, Spa, Back-of-House, Kitchen, Fitness Center, roof, MEP systems, exterior skin, Arrival bridge, Studios, Ballrooms, Garden area, Administration, Porte Cochere, Kids Club, and Departure Lounge. New construction also consisted of storm drainage system, five Villas, pools, bars, and restaurants.



Downtown Los Angeles

865 South Figueroa St., Suite 3000
Los Angeles, CA 90017
t. 213.896.3400 | f. 213.896.0027

Orange County - Irvine

17731 Mitchell North, Suite 200
Irvine, CA 92614
t. 949.622.7000 | f. 949.477.3805

www.swinerton.com

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

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

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency the validity of a wholly independent contractor relationship between City and Consultant, then arising out of such audit and any appeals relating thereto.

C. Consultant shall not be entitled to retirement, medical, dental or other benefits provided to employees of the City.

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

2. Standard of Performance

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Administrator or his/her designee. The Director of the City's Transportation Department or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in Exhibit "A." However, no additional or different tasks or services shall be performed by Consultant other than those specified in Exhibit "A," or those so assigned in writing to Consultant by the Director or his/her designee.

PROJECT EXPERIENCE (CONTINUED)

significant utility work. The project was also designed and constructed using sustainable principles and is registered as LEED Gold.

2000 Avenue of the Stars, Century City, CA

12-story class "A" office building; destination dining, a retail promenade of cafes, a cultural center, and 3.75-acre landscape park.

LAUSD, FEMA Project Management Unit, Los Angeles, CA

Asbestos Abatement, Suspended Ceiling and Lighting Replacement, Safety and Technology.

Montage Resorts, Laguna Beach, CA

Full Turnkey Construction and Expedite Construction.

Atrium Office Building, El Segundo, CA

Two 5-Story Office Buildings with Interconnecting Bridge (Shell & Core) and Multi-Level Above Ground Parking Structure.

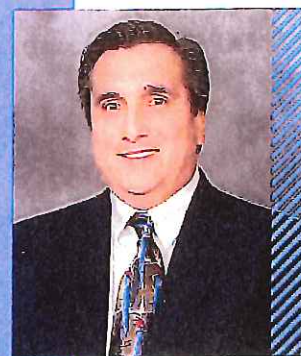
San Fernando Valley Courthouse, Chatsworth, CA

310,000 Square Foot 3-Story Full Service Courthouse with Detention Facilities.

Glendale Plaza, Glendale, CA

390,900 Square Foot 24-Story Office Building (Shell & Core) and Parking Structure with 2 Levels. Below Grade and 6 Levels above Grade.

Paul has over 25 years of experience as both a construction/project manager and a general contractor. As a Project/Construction Manager, Paul is responsible for contractor management and supervision, bid analysis and budgeting, constructability reviews, schedule management, minimizing change orders and claims, purchasing and pay applications, and monitoring and reviewing all construction work to insure that all contract requirements are met. Paul has a calm and balanced approach to construction management and has strong DSA and Public Works CM experience.



2013
STARTED AT SWINERTON
1990
STARTED IN INDUSTRY

RELEVANT PROJECT EXPERIENCE

City of Commerce, Capital and Infrastructure Projects, City of Commerce, CA

Provided construction management and staff augmentation services for various renovations and building improvements for the City of Commerce. Projects included City Council Chamber Renovations, Aquatic Facility Locker Rooms, City Hall and Senior Center Frontage Improvements, Sidewalk Repairs, Street Medians, Pool, Storage Rooms, Tenant Improvements, Transportation Service Center Underground and Above Ground Fuel Tank Removals, and Veterans Memorial Park Improvements., Various Facilities Assessments, and Estimating Services for City Projects.

City of Commerce, Emergency Operations Center and Central Library Renovation, Commerce, CA

Served as a project/construction manager for two key projects for the City of Commerce including the new regional Emergency Operations Center in the City of Commerce which required significant inter-agency coordination and major renovation of the City's Main Central Library which is a hub for the community.

Disney, GC3 Office Building, Glendale, CA

The project involved the construction of 330,000 square feet, two new office buildings (North and South) and a stand alone parking structure that is 6 levels above grade and 1 level below grade with over 1200 stalls.

LAUSD, Local District D, Various Bond Program projects, Los Angeles, CA

Served as an in-house Construction Manager for LAUSD's Local District D for numerous LAUSD Bond projects and prepared bid documents, conducted pre-bid meetings, provided overall management of projects including modernizations, ADA upgrades, MEP upgrades, site work, etc.

Caltech, Annenberg Center for Information Science and Technology, Pasadena, CA

This interdisciplinary facility provides research into information technology and collaboration among a number of disciplines. The facility is a 3-story building with formal and informal assembly areas, classrooms, faculty offices, student offices, sitework, landscaping and

EDUCATION

B.S. Construction Management, California, State University, Long Beach, Long Beach, CA

AFFILIATIONS / CERTIFICATIONS

LEED AP BD+C

OSHA 30 Certified

First Aid & CPR Certified

Crane Safety Training, American Institute of Constructors

ACE Mentor

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. ____
BY AND BETWEEN
CITY OF MONTEBELLO
AND
SWINERTON MANAGEMENT & CONSULTING

This agreement ("Agreement") is made as of October ____, 2018 by and between the City of Montebello, a municipal corporation ("City") and SWINERTON MANAGEMENT & CONSULTING (Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the City desires to utilize the services of Consultant as an independent contractor to provide consulting services to the City as set forth in the attached Exhibit "A"; and

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

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

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in Exhibit "A."

B. Time of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in Exhibit "A."

2. Term of Agreement.

This Agreement shall commence on the date first set forth above (the "Commencement

Date") and shall terminate effective June 30, 2019; unless earlier terminated by either party or parties as set forth pursuant to the provisions of this Agreement and Exhibits.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in Exhibit "A". Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. City shall endeavor to pay invoices bearing correct and authorized charges within one (1) week (7) days of the date they are received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

B. Total payment to Consultant pursuant to this Agreement shall not exceed THIRTY FIVE THOUSAND DOLLARS (\$35,000). Compensation shall be payable as set forth in the Compensation Schedule in the attached Exhibit "A".

4. General Terms and Conditions.

The General Terms and Conditions set forth in Exhibit "B" are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

City: City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640

Consultant: _____

6. Exhibits.

All exhibits referred to in this Agreement are listed here and are incorporated fully and made part of this Agreement by this reference.

Exhibit "A": Scope of Services, Time of Performance and Compensation Schedule.

Exhibit "B": General Terms and Conditions.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

CITY OF MONTEBELLO
("CITY")

SWINERTON MANAGEMENT &
CONSULTING
("CONSULTANT")

Andrew G. Pasmant
Acting City Manager

Name.
Title

Date:_____

Date:_____

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT "A"

**SCOPE OF SERVICES, TIME OF PERFORMANCE
AND COMPENSATION SCHEDULE
(see attached)**

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

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

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency the validity of a wholly independent contractor relationship between City and Consultant, then arising out of such audit and any appeals relating thereto.

C. Consultant shall not be entitled to retirement, medical, dental or other benefits provided to employees of the City.

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

2. Standard of Performance

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Administrator or his/her designee. The Director of the City's Transportation Department or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in Exhibit "A." However, no additional or different tasks or services shall be performed by Consultant other than those specified in Exhibit "A," or those so assigned in writing to Consultant by the Director or his/her designee.

B. The City Administrator shall administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "Claims"), which Indemnities may suffer or incur or to which Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by the Consultant's negligent or willful acts. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnities pursuant to Section 3 hereof, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$500,000 per occurrence for all covered losses and no less than \$1,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$500,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

(iii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$500,000 per accident for all covered losses.

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$500,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VIII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insured's to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "City Clerk" City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof

shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Confidentiality.

Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultants' covenant under this section shall survive the termination of this Agreement.

6. Ownership of Work Product.

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant.

7. Conflict of Interest.

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

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

8. Termination for Cause.

A. *Termination for Cause.* Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under this Agreement within seven (7) days after receipt from City of a written notice of such default, or should Consultant violate any of the terms and conditions of the Agreement, City may terminate this Agreement with cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the

notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City.

B. *Termination for Convenience.* City may, in its sole discretion, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, (5) days' before the effective date of such termination. Upon the effective date of termination, Consultant shall immediately cease performance of any and all Services under this Agreement. Consultant may not terminate this Agreement except for cause.

9. Personnel.

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all

subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

11. Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

12. Compliance with Laws.

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the state of California pursuant to sections 2105 and 17451 of California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. Licenses.

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

14. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

15. Attorney's Fees.

In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

16. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

17. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

18. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

19. Severability.

If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

20. Entire Agreement.

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City.

This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the City as set forth in the Montebello Municipal Code and attested by the City Clerk.

21. Authority.

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

Comprehensive Planning Services

Project Director/Advisor	\$180 - \$225
Principal Planner	\$150 - \$180
Project Manager	\$130 - \$150
Assistant Project Manager	\$120 - \$130
Senior Planner	\$120 - \$150
Land Use Planner	\$120 - \$130
Associate Planner	\$95 - \$120
Assistant Planner	\$85 - \$95
Planning Technician	\$75 - \$85

Environmental Services

Project Director/Advisor	\$180 - \$225
CEQA Project Manager	\$125 - \$175
Senior Environmental Planner	\$120 - \$150
Associate Environmental Planner	\$95 - \$120

Urban Design & Revitalization

Project Director/Advisor	\$180 - \$225
Senior Urban Designer	\$165 - \$180
Urban Designer	\$105 - \$130

Transportation Services

Project Director/Advisor	\$180 - \$225
Transportation Planner	\$150 - \$180

Public Outreach

Project Director/Advisor	\$180 - \$225
Senior Public Information Officer	\$120 - \$150
Public Information Officer	\$90 - \$120
Public Engagement Coordinator	\$90 - \$120

Creative Services

Graphics Production Manager	\$125 - \$145
Graphic/Web Designer	\$80 - \$115

Grant Writing

Principal Grant Writer	\$80 - \$125
Assistant Grant Specialist	\$70 - \$90

SMARA Services

Geologist	\$150 - \$185
Senior Inspector	\$120 - \$150
Associate Inspector	\$100 - \$120

Sustainability

Project Director/Advisor	\$180 - \$225
Principal Climate Change Analyst	\$145 - \$165
Program Manager	\$130 - \$160

Conservation & Resource Planning

Project Director/Advisor	\$180 - \$225
Senior Conservation Planner	\$110 - \$125
Conservation Planner	\$95 - \$120

Biology

Project Director/Advisor	\$180 - \$225
Senior Biologist	\$120 - \$150
Associate Biologist	\$90 - \$120

GIS

GIS Manager	\$125 - \$145
GIS Analyst	\$95 - \$115

Housing & Redevelopment

Project Manager	\$125 - \$150
Senior Housing Planner	\$95 - \$115
Associate Housing Planner	\$80 - \$90
Grant Technician	\$75 - \$80

Management Services

Principal	\$225 - \$275
Associate Principal	\$195 - \$225
Senior Associate	\$180 - \$225

Municipal Finance

Project Director/Advisor	\$180 - \$225
Municipal Finance Manager	\$145 - \$165
Municipal Finance Coordinator	\$125 - \$145
Municipal Finance Analyst	\$85 - \$125

Meeting Facilitation

Facilitation Services	\$115 - \$175
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Administrative Services

Technical Editor	\$85 - \$125
Administrative Support	\$65 - \$95

Reimbursable expenses and subconsultants are billed at cost plus 10% administrative mark-up.

Rates are subject to a 3% increase each year.

May not include all staff titles.

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. ____
BY AND BETWEEN
CITY OF MONTEBELLO
AND
MICHAEL BAKER INTERNATIONAL

This agreement ("Agreement") is made as of October ____, 2018 by and between the City of Montebello, a municipal corporation ("City") and MICHAEL BAKER INTERNATIONAL (Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the City desires to utilize the services of Consultant as an independent contractor to provide consulting services to the City as set forth in the attached Exhibit "A"; and

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

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

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in Exhibit "A."

B. Time of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in Exhibit "A."

2. Term of Agreement.

This Agreement shall commence on the date first set forth above (the "Commencement Date") and shall terminate effective June 30, 2019; unless earlier terminated by either

party or parties as set forth pursuant to the provisions of this Agreement and Exhibits.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in Exhibit "A". Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. City shall endeavor to pay invoices bearing correct and authorized charges within one (1) week (7) days of the date they are received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

B. Total payment to Consultant pursuant to this Agreement shall not exceed TEN THOUSAND DOLLARS (\$10,000). Compensation shall be payable as set forth in the Compensation Schedule in the attached Exhibit "A".

4. General Terms and Conditions.

The General Terms and Conditions set forth in Exhibit "B" are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

City: City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640

Consultant: _____

6. Exhibits.

All exhibits referred to in this Agreement are listed here and are incorporated fully and made part of this Agreement by this reference.

Exhibit "A": Scope of Services, Time of Performance and Compensation Schedule.

Exhibit "B": General Terms and Conditions.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

CITY OF MONTEBELLO
("CITY")

MICHAEL BAKER INTERNATIONAL
("CONSULTANT")

Andrew G. Pasmant
Acting City Manager

Name.
Title

Date:_____

Date:_____

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT "A"

**SCOPE OF SERVICES, TIME OF PERFORMANCE
AND COMPENSATION SCHEDULE
(see attached)**

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

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

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency the validity of a wholly independent contractor relationship between City and Consultant, then arising out of such audit and any appeals relating thereto.

C. Consultant shall not be entitled to retirement, medical, dental or other benefits provided to employees of the City.

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

2. Standard of Performance

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Administrator or his/her designee. The Director of the City's Transportation Department or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in Exhibit "A." However, no additional or different tasks or services shall be performed by Consultant other than those specified in Exhibit "A," or those so assigned in writing to Consultant by the Director or his/her designee.

B. The City Administrator shall administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "Claims"), which Indemnities may suffer or incur or to which Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by the Consultant's negligent or willful acts. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnities pursuant to Section 3 hereof, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$500,000 per occurrence for all covered losses and no less than \$1,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$500,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

(iii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$500,000 per accident for all covered losses.

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$500,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VIII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insured's to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "City Clerk" City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof

shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Confidentiality.

Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultants' covenant under this section shall survive the termination of this Agreement.

6. Ownership of Work Product.

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant.

7. Conflict of Interest.

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

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

8. Termination for Cause.

A. *Termination for Cause.* Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under this Agreement within seven (7) days after receipt from City of a written notice of such default, or should Consultant violate any of the terms and conditions of the Agreement, City may terminate this Agreement with cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the

notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City.

B. *Termination for Convenience.* City may, in its sole discretion, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, (5) days' before the effective date of such termination. Upon the effective date of termination, Consultant shall immediately cease performance of any and all Services under this Agreement. Consultant may not terminate this Agreement except for cause.

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10. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all

subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

11. Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

12. Compliance with Laws.

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the state of California pursuant to sections 2105 and 17451 of California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. Licenses.

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

14. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

15. Attorney's Fees.

In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

16. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

17. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

18. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

19. Severability.

If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

20. Entire Agreement.

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City.

This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the City as set forth in the Montebello Municipal Code and attested by the City Clerk.

21. Authority.

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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: Professional Services Agreement for Community Interest Reporting Services

DATE: October 24, 2018

RECOMMENDATION

That the City Council approve a professional services agreement for community interest reporting in the amount of five thousand dollars (\$5,000.00) to WriterAnne Communications and authorize the Acting City Manager to execute the agreement on behalf of the City.

BACKGROUND/ANALYSIS

In April of 2002, the City hired WriterAnne Communications ("WriterAnne"), which is a local City business, to research, prepare and edit community event articles for the City. The City has utilized WriterAnne's services on an as-needed basis, not exceeding the five thousand dollar (\$5,000.00) threshold in any fiscal year, per the original contract.

In approximately 2012, WriterAnne agreed to lower its hourly rate from \$30/hr to \$20/hr. The hourly rate has remained the same. WriterAnne is not requesting an increase.

The services provided by WriterAnne ensure that City residents are kept informed of community events and issues of community interest. Informing residents of community interest issues encourages participation and civic engagement.

Staff is recommending that the the City Council award a professional services agreement to WriterAnne Communications to continue to perform these vital services for the community. Using WriterAnne's services is more cost-effective than if staff performed the same services. Additionally, WriterAnne Communications provides a unique writing style due to her long-time relationship with the City, newspaper, and public. The City is very satisfied with her abilities and recommends the City Council to find that it is in the City's best interest to waive a competitive procurement process for these services.

FISCAL IMPACT

Currently, departments are charged for any article written and/or prepared on their behalf. Staff is requesting that future services be charged to City Administration M&O Budget under Community Promotions (Account No. 100-20-210-6040.10), which has an allocation of thirty-thousand (\$30,000.00) for FY 2018/19.

SUMMARY

The City Council will consider approving a professional services agreement with WriterAnne Communications for community interest reporting in the amount of five thousand dollars (\$5,000.00) and authorize the Acting City Manager to execute the agreement on behalf of the City.

ATTACHMENTS

- P.O. No. 60354 and Signed Agreement/Proposal
- Draft Professional Services Agreement, including WriterAnne Communications Proposal, dated October 11, 2018

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. ____
BY AND BETWEEN
CITY OF MONTEBELLO
AND
WRITERANNE COMMUNICATIONS

This agreement ("Agreement") is made as of October ____, 2018 by and between the City of Montebello, a municipal corporation ("City") and WRITERANNE COMMUNICATIONS (Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the City desires to utilize the services of Consultant as an independent contractor to provide consulting services to the City as set forth in the attached Exhibit "A"; and

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

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

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in Exhibit "A."

B. Time of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in Exhibit "A."

2. Term of Agreement.

This Agreement shall commence on the date first set forth above (the "Commencement Date") and shall terminate effective June 30, 2019; unless earlier terminated by either

party or parties as set forth pursuant to the provisions of this Agreement and Exhibits.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in Exhibit "A". Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. City shall endeavor to pay invoices bearing correct and authorized charges within one (1) week (7) days of the date they are received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

B. Total payment to Consultant pursuant to this Agreement shall not exceed FIVE THOUSAND DOLLARS (\$5,000). Compensation shall be payable as set forth in the Compensation Schedule in the attached Exhibit "A".

4. General Terms and Conditions.

The General Terms and Conditions set forth in Exhibit "B" are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

City: City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640

Consultant: _____

6. Exhibits.

All exhibits referred to in this Agreement are listed here and are incorporated fully and made part of this Agreement by this reference.

Exhibit "A": Scope of Services, Time of Performance and Compensation Schedule.

Exhibit "B": General Terms and Conditions.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

CITY OF MONTEBELLO
("CITY")

WRITERANNE COMMUNICATIONS
("CONSULTANT")

Andrew G. Pasmant
Acting City Manager

Name.
Title

Date:_____

Date:_____

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT "A"

**SCOPE OF SERVICES, TIME OF PERFORMANCE
AND COMPENSATION SCHEDULE
(see attached)**

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

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

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency the validity of a wholly independent contractor relationship between City and Consultant, then arising out of such audit and any appeals relating thereto.

C. Consultant shall not be entitled to retirement, medical, dental or other benefits provided to employees of the City.

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

2. Standard of Performance

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Administrator or his/her designee. The Director of the City's Transportation Department or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in Exhibit "A." However, no additional or different tasks or services shall be performed by Consultant other than those specified in Exhibit "A," or those so assigned in writing to Consultant by the Director or his/her designee.

B. The City Administrator shall administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "Claims"), which Indemnities may suffer or incur or to which Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by the Consultant's negligent or willful acts. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnities pursuant to Section 3 hereof, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$500,000 per occurrence for all covered losses and no less than \$1,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$500,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

(iii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$500,000 per accident for all covered losses.

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$500,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VIII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insured's to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "City Clerk" City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof

shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Confidentiality.

Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultants' covenant under this section shall survive the termination of this Agreement.

6. Ownership of Work Product.

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant.

7. Conflict of Interest.

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

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

8. Termination for Cause.

A. *Termination for Cause.* Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under this Agreement within seven (7) days after receipt from City of a written notice of such default, or should Consultant violate any of the terms and conditions of the Agreement, City may terminate this Agreement with cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the

notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City.

B. *Termination for Convenience.* City may, in its sole discretion, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, (5) days' before the effective date of such termination. Upon the effective date of termination, Consultant shall immediately cease performance of any and all Services under this Agreement. Consultant may not terminate this Agreement except for cause.

9. Personnel.

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all

subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

11. Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

12. Compliance with Laws.

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the state of California pursuant to sections 2105 and 17451 of California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. Licenses.

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

14. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

15. Attorney's Fees.

In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

16. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

17. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

18. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

19. Severability.

If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

20. Entire Agreement.

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City.

This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the City as set forth in the Montebello Municipal Code and attested by the City Clerk.

21. Authority.

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

Anne Donofrio-Holter
WriterAnne Communications
1012 W. Beverly Blvd. #145
Montebello CA 90640
323-722-7234
anne@writeranne.com

October 11, 2018

Danilo Batson
Assistant City Manager
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

Dear Mr. Batson,

Thank you for the opportunity to present this proposal to assist you with the City's publicity needs. I have an extensive background in writing and editing publications for both the public and private sector, including the City of Montebello dating back to 2002. My clients have included chambers of commerce, school districts, small and large business, and non-profits.

To assist the City with news articles, I propose to provide the following services as an independent contractor at a cost of \$20.00 per hour:

1. Conduct interviews with staff, directors, city officials, business owners and others as necessary to prepare news articles as approved by city manager.
2. News article preparation and photos. Cover assigned city events and interviews on-site, via phone, text or e-mail. On-line research of topic for additional information, if necessary. Upon completion of news article, submit for initial review by interviewee and/or department head and make any revisions necessary. Select appropriate photos to accompany news article and insure proper resolution, image size and lighting. Submit news article to city manager for final approval and instructions for submission to local media. Work with editors on any details that arise prior to publication.

The City of Montebello will retain editorial control over news articles written and published.

I look forward to continue working with the City to produce news articles that will serve to inform both the residents and business community of the City's services and newsworthy events.

Should you have any questions regarding this proposal, please don't hesitate to contact me.

Sincerely,

Anne Donofrio-Holter
Independent Contractor

REFERENCE P.O.# 60354 ON INVOICES.

APM009		NEW REQUISITION ENTRY SCREEN				06/12/02			
RQ #.	60354	Date.	[061202]	By.	00DK	Conf?	Recd?	DEPT RQ	UPDATE
PO #.		Dept.	[4000]		4000	[ADMINISTRATOR, MONTEBELLO]			
Vendor	[]			S	[10]	[1600 W. BEVELRY BLVD.]			
Name.	[Anne Donofrio-Holter]			h	TO:	[MONTEBELLO, CA 90640]			
Addr.	[1012 W. Beverly Blvd.]			i		[]			
	[PMB 145]			p		[CITY ADMINISTRATOR'S OFFICE]			
CSZ+4.	[MONTEBELLO]		[,CA]	[90640-		[ATTN:DEBBIE KOSAREFF]			
Comment Line									
Trm	FOB:			Prom:		Per:	0206	Tax?	
Seq#	Description	Qty	UofM	Price	Total				
010	Professional services not to exceed								
020	\$5,000 - Research, compose, edit as								
030	necessary for publication.	1		5000.000	5000.00				
040									
050									
060									
070									
080									
Aprv()		Cert()		UseTx		Slstax(8.25%) +			
A/C#00120041003590		Proj#0000501100		Type		Total		5,000.00	

March 1, 2002

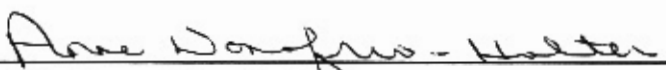
Mr. Richard Torres, City Administrator
City of Montebello
1600 West Beverly Boulevard
Montebello CA 96040

Dear Mr. Torres,

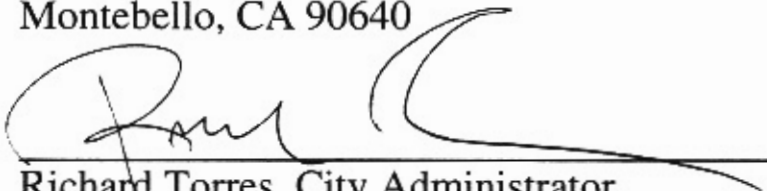
With your concurrence, this letter shall serve as confirmation for consultant services to be provided on an hourly basis for the City of Montebello. A summary of professional services to be provided at a rate of \$30 per hour, not to exceed \$5,000.00 is as follows:

- Conduct interviews with staff, department heads, city officials, business owners and other community members as necessary to prepare press releases and articles as assigned by the Public Relations Supervisor.
- Research, compose, rewrite and edit as necessary.

I understand and agree that the City of Montebello will retain editorial control over articles and press releases written and published.


Anne Donofrio-Holter
Independent Contractor
1012 West Beverly Boulevard, PMB 145
Montebello, CA 90640

Date 4/2/02


Richard Torres, City Administrator
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Date 4/3/02

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: Bob Franco, Human Resources Manager
Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: Continuation of CalPERS Contributions

DATE: October 24, 2018

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution continuing the CalPERS Contributions for non-represented classic member employees, and approve the attached side letters, substantially in form, for non-safety and safety units, during the City's labor negotiations with the various employee organizations.

BACKGROUND/ANALYSIS

For the past several years, the City has agreed and contributed 8% (non-safety) and 9% (safety) of the employee member contribution to CalPERS for all employee organizations' classic CalPERS members. The applicable employee organizations are: Unrepresented Employees, SMART-TD UTU, Montebello City Employees Association, Montebello Supervisor's Association, Montebello Mid-Management Association, Montebello Police Officers Association, Montebello Police Management Association, Montebello Firefighters Association, and Montebello Fire Management Association.

Currently, labor negotiations between the City and the various employee organizations are underway. At the outset of these negotiations, it is recommended that the City continue the classic CalPERS members' employee member contributions as a sign of good faith and understanding. Upon authorization from City Council, the Acting City Manager will have signing authority to execute side letter agreements for each bargaining unit to reflect this limited continuation of CalPERS contribution to December 31, 2018, while labor negotiations continue.

Staff is recommending that the City Council approve the non-represented resolution indicating the City's desire and willingness to continue the CalPERS contribution for

classic CalPERS members in each of the other employee organizations for the limited period of November 1, 2018 to December 31, 2018.

FISCAL IMPACT

The proposed CalPERS contributions will be paid solely from funds from the Retirement Special Revenue Fund, as codified in Montebello Municipal Code Section 3.28.020 and the Transit Enterprise Fund where applicable. No General Fund revenues will be used to pay for the CalPERS contributions.

SUMMARY

The City Council will consider continuing the CalPERS Contributions for employees while the City and various employee organizations engage in labor negotiations.

ATTACHMENTS

Non-Represented Resolution
Sample Side Letter – (8%) Non-Safety
Sample Side Letter – (9%) Safety

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO ESTABLISHING MODIFICATIONS TO TERMS AND
CONDITIONS OF EMPLOYMENT AFFECTING DESIGNATED
NON-REPRESENTED EMPLOYEES**

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

SECTION 1. EMPLOYEE CALPERS CONTRIBUTION - The City has agreed to contribute 8% (non-safety) and 9% (safety) of the employee member contribution to CalPERS for all non-represented classic CalPERS members for the limited period of November 1, 2018 to December 31, 2018. All such member contributions will be paid solely from funds from the Retirement Special Revenue Fund, as codified in Montebello Municipal Code section 3.28.020 and the Transit Enterprise Fund where applicable. The Parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS.

This benefit shall consist of paying 8% (non-safety) and 9% (safety) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable {excluding Government Code Section 20636(c)(4)} as additional compensation.

That the City Clerk shall certify to the adoption of this Resolution and distribute copies of the Resolution to the Director of Human Resources and the Director of Finance and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 24th day of October 2018.

Jack Hadjinian, Mayor ProTem

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman,
City Attorney

SAMPLE SIDE LETTER OF AGREEMENT BETWEEN
THE CITY OF MONTEBELLO
AND
THE MONTEBELLO BARGAINING UNIT / NON-SAFETY

WHEREAS, the City of Montebello (“City”) and the Montebello Bargaining Unit (“XXXX”) are parties to a Side Letter Agreement identified as Agreement No. XXXX;

WHEREAS, the Side Letter Agreement includes a provision that addresses the City’s obligations with respect to its contributions towards the employee member contribution to CalPERS retirement benefits for eligible employees;

WHEREAS, the City’s obligation under the Side Letter Agreement to make contributions to the employee member contribution for eligible employees currently does not continue after October 31, 2018;

WHEREAS, the Parties desire to establish a new obligation in the form of a Side Letter Agreement for the City to contribute to the employee member contribution for the limited period of November 1, 2018 to December 31, 2018; and

WHEREAS, the undersigned Parties are authorized representatives of the City and UNIT.

THEREFORE, the Parties acknowledge and agree to the following:

1. Effective November 1, 2018, the City agrees to contribute the entire employee member contribution equal to 8% of pensionable income to CalPERS for all classic members in the bargaining unit from November 1, 2018 to December 31, 2018. All such contributions shall be paid solely from funds from the Retirement Special Revenue Fund, as codified by Montebello Municipal Code section 3.28.020. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS. The City will not continue to make contributions towards the employee member contribution to CalPERS after December 31, 2018, unless mutually agreed upon by the parties.
2. Any new members in the bargaining unit considered “New CalPERS members” under the Public Employees’ Pension Reform Act (PEPRA), shall continue to pay their obligatory “half the normal cost.” The City is prohibited by PEPRA from paying any portion of the member contribution for New CalPERS members.
3. The Parties agree that this Side Letter of Agreement does not constitute a waiver of any other rights regarding the mutual obligation to meet and confer over the terms and conditions of employment for a successor MOU.

THE BARGAINING UNIT

By: _____

Name
President

Date: _____

CITY OF MONTEBELLO

By: _____

Andrew G. Pasmant
Acting City Manager

Date: _____

APPROVE AS TO FORM:

Arnold Alvarez-Glasman, City Attorney

ATTEST:

Irma Barajas, City Clerk

SAMPLE SIDE LETTER OF AGREEMENT BETWEEN
THE CITY OF MONTEBELLO
AND
THE MONTEBELLO BARGAINING UNIT / SAFETY

WHEREAS, the City of Montebello (“City”) and the Montebello Bargaining Unit (“XXXX”) are parties to a Side Letter Agreement identified as Agreement No. XXXX;

WHEREAS, the Side Letter Agreement includes a provision that addresses the City’s obligations with respect to its contributions towards the employee member contribution to CalPERS retirement benefits for eligible employees;

WHEREAS the City’s obligation under the Side Letter Agreement to make contributions to the employee member contribution for eligible employees currently does not continue after October 31, 2018;

WHEREAS the Parties desire to establish a new obligation in the form of a Side Letter Agreement for the City to contribute to the employee member contribution for the limited period of November 1, 2018 to December 31, 2018; and

WHEREAS, the undersigned Parties are authorized representatives of the City and UNIT.

THEREFORE, the Parties acknowledge and agree to the following:

1. Effective November 1, 2018, the City agrees to contribute the entire employee member contribution equal to 9% of pensionable income to CalPERS for all classic members in the bargaining unit from November 1, 2018 to December 31, 2018. All such contributions shall be paid solely from funds from the Retirement Special Revenue Fund, as codified by Montebello Municipal Code section 3.28.020. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS. The City will not continue to make contributions towards the employee member contribution to CalPERS after December 31, 2018, unless mutually agreed upon by the parties.
2. Any new members in the bargaining unit considered “New CalPERS members” under the Public Employees’ Pension Reform Act (PEPRA), shall continue to pay their obligatory “half the normal cost.” The City is prohibited by PEPRA from paying any portion of the member contribution for New CalPERS members.
3. The Parties agree that this Side Letter of Agreement does not constitute a waiver of any other rights regarding the mutual obligation to meet and confer over the terms and conditions of employment for a successor MOU.

THE BARGAINING UNIT

By: _____

Name
President

Date: _____

CITY OF MONTEBELLO

By: _____

Andrew G. Pasmant
Acting City Manager

Date: _____

APPROVED AS TO FORM:

Arnold Alvarez-Glasman, City Attorney

ATTEST:

Irma Barajas, City Clerk

CITY OF MONTEBELLO

October 24, 2018

TO: Honorable Mayor and City Council
FROM: Robert Mescher, Finance Administrator
SUBJECT: Monthly Investment Reports-September 2018

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

wbq
Att:

ITEM # 22

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
September 30, 2018

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	250,000.00	250,000.00	250,000.00	1.02	365	227	1.973	2.000
Certificates of Deposit - CU	762,964.90	762,964.90	762,964.90	3.13	365	229	2.159	2.189
Local Agency Investment Funds	18,724,675.25	18,724,675.25	18,724,675.25	76.73	1	1	2.061	2.090
Savings Accounts	4,666,736.86	4,666,736.86	4,666,736.86	19.12	1	1	1.995	2.023
	24,404,377.01	24,404,377.01	24,404,377.01	100.00%	16	10	2.051	2.079
Investments								

Total Earnings	September 30 Month Ending	Fiscal Year To Date
Current Year	43,069.55	145,324.86
Average Daily Balance	25,627,710.34	29,270,718.91
Effective Rate of Return	2.04%	1.97%

11

Reporting period 09/01/2018-09/30/2018

Run Date: 10/03/2018 - 07:02

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

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
September 30, 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												
22	22	EAST WEST BANK		05/16/2018	250,000.00	250,000.00	250,000.00	2.000		2.000	227	05/16/2019
		Subtotal and Average	250,000.00		250,000.00	250,000.00	250,000.00			2.000	227	
Certificates of Deposit - CU												
21	21	F&A FEDERAL CREDIT UNION		04/27/2018	263,964.90	263,964.90	263,964.90	2.100		2.100	208	04/27/2019
23	23	UNITED FEDERAL CREDIT UNION		07/25/2018	250,000.00	250,000.00	250,000.00	2.450		2.450	297	07/25/2019
20	20	ST. VINCENT'S MEDICAL FCU		04/02/2018	249,000.00	249,000.00	249,000.00	2.020		2.020	183	04/02/2019
		Subtotal and Average	762,964.90		762,964.90	762,964.90	762,964.90			2.189	229	
Local Agency Investment Funds												
SYS200	200	STATE OF CALIFORNIA			18,724,675.25	18,724,675.25	18,724,675.25	2.090		2.090	1	
		Subtotal and Average	19,948,008.58		18,724,675.25	18,724,675.25	18,724,675.25			2.090	1	
Savings Accounts												
697530	500	F&A FEDERAL CREDIT UNION			5.38	5.38	5.38	0.500		0.500	1	
950516181	600	PACIFIC PREMIER/PLAZA BANK			4,666,731.48	4,666,731.48	4,666,731.48	2.023		2.023	1	
		Subtotal and Average	4,666,736.86		4,666,736.86	4,666,736.86	4,666,736.86			2.023	1	
		Total and Average	25,627,710.34		24,404,377.01	24,404,377.01	24,404,377.01			2.079	10	

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
September 1, 2018 through September 30, 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	762,964.90					762,964.90
Local Agency Investment Funds (Monthly Summary)								
SYS200	200	STATE OF CALIFORNIA		2.090		0.00	2,500,000.00	
		Subtotal	21,224,675.25			0.00	2,500,000.00	18,724,675.25
Savings Accounts (Monthly Summary)								
950516181	600	PACIFIC PREMIER/PLAZA BANK		2.023		8,023.22	8,023.22	
		Subtotal	4,666,736.86			8,023.22	8,023.22	4,666,736.86
		Total	26,904,377.01			8,023.22	2,508,023.22	24,404,377.01

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
September 2017 through September 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					
September	2017	7	18,773,277.02	1.075	1.090	1.120	0	0	21	13
October	2017	7	14,822,784.70	1.091	1.106	1.160	0	0	26	14
November	2017	7	11,622,785.12	1.092	1.107	1.190	0	0	33	15
December	2017	7	19,622,785.55	1.256	1.274	1.280	0	0	20	8
January	2018	7	26,147,931.22	1.335	1.354	1.380	0	0	15	5
February	2018	7	29,147,931.61	1.401	1.421	1.460	0	0	14	4
March	2018	7	26,747,932.04	1.523	1.544	1.570	0	0	15	3
April	2018	9	31,824,664.93	1.674	1.697	1.720	2	2	13	7
May	2018	8	35,679,664.93	1.750	1.775	1.800	1	1	11	8
June	2018	7	35,679,664.93	1.863	1.889	1.900	0	0	11	8
July	2018	8	30,804,377.01	1.932	1.959	1.960	1	1	13	10
August	2018	7	26,904,377.01	1.997	2.025	2.020	0	0	15	11
September	2018	7	24,404,377.01	2.051	2.079	2.090	0	0	16	10
Average		7	25,552,504.08	1.542%	1.563%	1.588	0	0	17	9

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

Page 1

Security Type	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	August 2018	September 2018	Average by Period
Certificates of Deposit - Bank	1.3	1.7	2.2	1.3	1.0	0.9	0.9	0.8	0.7	0.7	0.8	0.9	1.0	1.1%
Certificates of Deposit - CU	4.0	5.1	6.5	3.9	2.9	2.6	2.8	2.4	2.1	2.1	2.5	2.8	3.1	3.3%
Local Agency Investment Funds	69.8	61.7	51.2	71.1	78.3	80.5	78.8	82.2	84.1	84.1	81.6	78.9	76.7	75.3%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts	24.9	31.5	40.2	23.8	17.9	16.0	17.5	14.7	13.1	13.1	15.2	17.4	19.1	20.3%

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

Page 1

Security Type	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	August 2018	September 2018	Average by Period
Certificates of Deposit - Bank	1.3	1.7	2.2	1.3	1.0	0.9	0.9	0.8	0.7	0.7	0.8	0.9	1.0	1.1%
Certificates of Deposit - CU	4.0	5.1	6.5	3.9	2.9	2.6	2.8	2.4	2.1	2.1	2.5	2.8	3.1	3.3%
Local Agency Investment Funds	69.8	61.7	51.2	71.1	78.3	80.5	78.8	82.2	84.1	84.1	81.6	78.9	76.7	75.3%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts	24.9	31.5	40.2	23.8	17.9	16.0	17.5	14.7	13.1	13.1	15.2	17.4	19.1	20.3%

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

Page 1

	September 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	876.03	4,830.16
Plus Accrued Interest at End of Period	863.92	863.86
Less Accrued Interest at Beginning of Period	(-43.46)	(405.74)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	1,783.41	5,288.28
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	1,783.41	5,288.28
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	8,023.22	147,303.03
Plus Accrued Interest at End of Period	124,207.24	124,207.24
Less Accrued Interest at Beginning of Period	(90,944.32)	(131,473.69)
Interest Earned during Period	41,286.14	140,036.58
Total Interest Earned during Period	43,069.55	145,324.86
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	43,069.55	145,324.86

CITY OF MONTEBELLO
INVESTMENT PORTFOLIO DETAIL-INVESTMENTS
September-18

	8/31/18	9/11/18	9/20/18						BALANCE		
GENERAL FUND											
LOCAL AGENCY INVESTMENT FUNDS											
STATE OF CALIFORNIA	21,224,675.25	(1,200,000.00)	(1,300,000.00)						18,724,675.25	76.73%	MAX. % \$30M
SUBTOTAL	21,224,675.25	(1,200,000.00)	(1,300,000.00)	0.00	0.00	0.00	0.00	0.00	18,724,675.25	76.73%	
FEDERAL AGENCY ISSUES											
FAI	0.00								0.00	0.00%	
FAI	0.00								0.00	0.00%	
FAI	0.00								0.00	0.00%	
SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	50.00%
CERTIFICATE OF DEPOSITS (CDs)											
CD	0.00								0.00	0.00%	
F&A FCU (4/27/18-4/27/19) @ 2.10%	263,964.90								263,964.90	1.08%	
East West Bank (5/16/18-5/16/19) @ 2.00%	250,000.00								250,000.00	1.02%	
CD	0.00								0.00	0.00%	
United Federal Credit Union (7/25/18-7/25/19) @ 2.45%	250,000.00								250,000.00	1.02%	
St. Vincent's Medical FCU (4/2/18-4/2/19) @ 2.05%	249,000.00								249,000.00	1.02%	
SUBTOTAL	1,012,964.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,012,964.90	4.15%	None
CREDIT UNION SAVINGS ACCOUNTS											
F&A FCU Savings (opened 4/28/14)	5.38								5.38	0.00%	
Savings	0.00								0.00	0.00%	
SUBTOTAL	5.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.38	0.00%	None
TREASURY SECURITIES											
T-Bill	0.00								0.00	0.00%	
T-Bill	0.00								0.00	0.00%	
T-Bill	0.00								0.00	0.00%	
SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	80.00%
MONEY MARKET FUNDS											
Pacific Premier Bank*/Plaza Bank (opened 5/30/17)	4,666,731.48								4,666,731.48	19.12%	
MMF	0.00								0.00	0.00%	
SUBTOTAL	4,666,731.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,666,731.48	19.12%	25.00%
TOTAL GENERAL INVESTMENTS	26,904,377.01	(1,200,000.00)	(1,300,000.00)	0.00	0.00	0.00	0.00	0.00	24,404,377.01	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

	Jul-18 Monthly	Majority Sources of Revenue
Beginning Balance:	\$35,679,664.93	
7/13/18	\$124,712.08	LAIF Investment Interest
7/18/18	(\$5,000,000.00)	LAIF Withdrawal; Warrants, Payroll, Debt Payment

Ending Balance: \$30,804,377.01 (\$4,875,287.92) Monthly Difference

	Aug-18 Monthly	Majority Sources of Revenue
Beginning Balance:	\$30,804,377.01	
8/9/18	(\$1,500,000.00)	LAIF Withdrawal; Warrants, Payroll
8/13/18	(\$1,200,000.00)	LAIF Withdrawal; Warrants
8/22/18	(\$1,200,000.00)	LAIF Withdrawal; Payroll

Ending Balance: \$26,904,377.01 (\$3,900,000.00) Monthly Difference

	Sep-18 Monthly	Majority Sources of Revenue
Beginning Balance:	\$26,904,377.01	
9/11/18	(\$1,200,000.00)	LAIF Withdrawal; Warrants
9/20/18	(\$1,300,000.00)	LAIF Withdrawal; Payroll

Ending Balance: \$24,404,377.01 (\$2,500,000.00) 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

October 01, 2018

[PMIA Average Monthly Yields](#)

Account Number:

[Tran Type Definitions](#)

September 2018 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
9/11/2018	9/11/2018	RW			-1,200,000.00
9/20/2018	9/20/2018	RW			-1,300,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	21,224,675.25
Total Withdrawal:	-2,500,000.00	Ending Balance:	18,724,675.25

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
September 26, 2018

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	4,223,624.95	4,223,624.95	4,223,624.95	100.00	1	1	2.061	2.090
Investments	4,223,624.95	4,223,624.95	4,223,624.95	100.00%	1	1	2.061	2.090

Total Earnings	September 26 Month Ending	Fiscal Year To Date
Current Year	6,085.49	29,445.35
Average Daily Balance	4,223,624.95	6,273,232.50
Effective Rate of Return	2.02%	1.95%

Reporting period 09/01/2018-09/26/2018

Run Date: 10/03/2018 - 07:04

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

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
September 26, 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			4,223,624.95	4,223,624.95	4,223,624.95	2.090		2.090	1	
		Subtotal and Average	4,223,624.95		4,223,624.95	4,223,624.95	4,223,624.95			2.090	1	
		Total and Average	4,223,624.95		4,223,624.95	4,223,624.95	4,223,624.95			2.090	1	

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
September 1, 2018 through September 26, 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	4,223,624.95					4,223,624.95
		Total	4,223,624.95			0.00	0.00	4,223,624.95

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
September 2017 through September 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					
September	2017	1	3,168,507.15	1.105	1.120	1.120	0	0	1	1
October	2017	1	3,183,756.04	1.105	1.120	1.120	0	0	1	1
November	2017	1	3,183,756.04	1.174	1.190	1.190	0	0	1	1
December	2017	1	2,683,756.04	1.262	1.280	1.280	0	0	1	1
January	2018	1	2,693,105.56	1.361	1.380	1.380	0	0	1	1
February	2018	1	3,393,105.56	1.440	1.460	1.460	0	0	1	1
March	2018	1	3,393,105.56	1.548	1.570	1.570	0	0	1	1
April	2018	1	3,404,080.30	1.696	1.720	1.720	0	0	1	1
May	2018	1	3,404,080.30	1.775	1.800	1.800	0	0	1	1
June	2018	1	8,404,080.30	1.874	1.900	1.900	0	0	1	1
July	2018	1	8,423,624.95	1.933	1.960	1.960	0	0	1	1
August	2018	1	4,223,624.95	1.992	2.020	2.020	0	0	1	1
September	2018	1	4,223,624.95	2.061	2.090	2.090	0	0	1	1
Average		1	4,137,092.90	1.564%	1.585%	1.585	0	0	1	1

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

Page 1

Security Type	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	August 2018	September 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														

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
September 26, 2018

Page 1

September 26 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	19,544.65
Plus Accrued Interest at End of Period	29,491.76	29,491.76
Less Accrued Interest at Beginning of Period	(23,406.27)	(19,591.06)
Interest Earned during Period	6,085.49	29,445.35

Total Interest Earned during Period	6,085.49	29,445.35
Total Capital Gains or Losses	0.00	0.00

Total Earnings during Period	6,085.49	29,445.35
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Successor Agencies of the City of Montebello
INVESTMENT PORTFOLIO DETAIL-INVESTMENTS
September-18

8/31/18

BALANCE

Successor Agencies of the City of Montebello

LOCAL AGENCY INVESTMENT FUNDS

STATE OF CALIFORNIA

	4,223,624.95						4,223,624.95	100.00%	\$30M
SUBTOTAL	4,223,624.95	0.00	0.00	0.00	0.00	0.00	4,223,624.95	100.00%	

FEDERAL AGENCY ISSUES

FAI	0.00						0.00	0.00%	
FAI	0.00						0.00	0.00%	
FAI	0.00						0.00	0.00%	
SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	50.00%

CERTIFICATE OF DEPOSITS (CDs)

CD	0.00						0.00	0.00%	
CD	0.00						0.00	0.00%	
CD	0.00						0.00	0.00%	
SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	NONE

SAVINGS ACCOUNTS

Savings	0.00						0.00	0.00%	
Savings	0.00						0.00	0.00%	
Savings	0.00						0.00	0.00%	
SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	NONE

TREASURY SECURITIES

T-Bill	0.00						0.00	0.00%	
T-Bill	0.00						0.00	0.00%	
T-Bill	0.00						0.00	0.00%	
SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	80.00%

MONEY MARKET FUND

MMF	0.00						0.00	0.00%	
SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25.00%

TOTAL CRA INVESTMENTS

	4,223,624.95	0.00	0.00	0.00	0.00	0.00	4,223,624.95	100.00%	
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Total cash balance is reported on the Monthly Cash Report

INVESTMENT PORTFOLIO CHANGES

SUCCESSOR AGENCY AND HOUSING SUCCESSOR AGENCY INVESTMENT BALANCE

	Jul-18 Monthly	
Beginning Balance	<u>\$8,404,080.30</u>	
7/13/18	\$19,544.65	LAIF Investment Interest
Ending Balance:	<u><u>\$8,423,624.95</u></u>	\$19,544.65 Monthly Difference
	Aug-18 Monthly	
Beginning Balance	<u>\$8,423,624.95</u>	
8/13/18	(\$4,200,000.00)	LAIF Withdrawal;Bond Payments
Ending Balance:	<u><u>\$4,223,624.95</u></u>	(\$4,200,000.00) Monthly Difference
	Sep-18 Monthly	
Beginning Balance	<u>\$4,223,624.95</u>	
Ending Balance:	<u><u>\$4,223,624.95</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

October 01, 2018

[PMIA Average Monthly Yields](#)

Account Number:

[Tran Type Definitions](#)

September 2018 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	4,223,624.95
Total Withdrawal:	0.00	Ending Balance:	4,223,624.95

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

BANK OF THE WEST

	Account Number	Account Name	9/30/18	Type	Purpose
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	\$1,407,140.82	S	Checking Account
2	XXXX-XX093	Successor Agency of the City of Montebello	\$395,437.35	S	Checking Account
3	XXXX-71041	City of Montebello	\$405,312.82	G	Checking Account (Recreation On-line payments)
4	XXXX-00184	City of Montebello - FSA	\$13,130.59	T	Checking Account (Flexible Spending Account)
5	XXXX-XX079	Liability Account	\$46,555.63	G	Disbursement of Liability Checks
6	XXXX-XX331	General	\$3,676,390.47	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	\$1,317,253.48	T	Holding Account
9	XXXX-XX803	Police Retiree Health Account	\$907,372.95	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	\$409,208.17	T	Interest Checking;T&A Holding Acct 1% per MOU
			<u>\$8,689,159.30</u>		

STATE OF CALIFORNIA

	Account Number	Account Name	9/30/18	Type	Purpose
1	XX-XX-551	General	\$18,724,675.25	G	Invest Idle Cash
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	\$4,223,624.95	S	Invest Idle Cash
			<u>\$22,948,300.20</u>		

EAST WEST BANK

	Account Number	Account Name	9/30/18	Type	Purpose
1	CD	Certificate of Deposit (5/16/18 - 5/16/19)	\$250,000.00	G	Investment
			<u>\$250,000.00</u>		

F&A FEDERAL CREDIT UNION

	Account Number	Account Name	9/30/18	Type	Purpose
1	XXXX30	Savings Account	\$5.38	G	Interest Savings Account
2	CD	Certificate of Deposit (4/27/18 - 4/27/19)	\$263,964.90	G	Investment
			<u>\$263,970.28</u>		

ST. VINCENT'S MEDICAL FEDERAL CREDIT UNION

	Account Number	Account Name	9/30/18	Type	Purpose
1	CD	Certificate of Deposit (4/2/18 - 4/2/19)	\$249,000.00	G	Investment
			<u>\$249,000.00</u>		

UNITED FEDERAL CREDIT UNION

	Account Number	Account Name	9/30/18	Type	Purpose
1	CD	Certificate of Deposit (7/25/18 - 7/25/19)	\$250,000.00	G	Investment
			<u>\$250,000.00</u>		

PACIFIC PREMIER BANK/PLAZA BANK

	Account Number	Account Name	9/30/18	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	9/30/18	Type	Purpose
	XXX-XX-X746	CORPORATE ACCOUNT	\$13.05	M	401 a(h) employee benefit
	XXX-XX-X999	TRUST ACCOUNT	\$13,409.16	M	401 a(h) employee benefit
			<u>\$13,422.21</u>		

Total General Cash/Investments	\$28,643,992.95	G	General
Total SA Cash/Investments	\$6,026,203.12	S	Successor Agencies
Total T&A Cash/Investments	\$2,646,965.19	T	Trust & Agency
Total Trustee Cash	\$13,422.21	M	401 a(h) Trust Accounts
Total Cash/Investments	<u>\$37,330,583.47</u>		

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO APPROVING AND ALLOWING CERTAIN CLAIMS AND
DEMANDS**

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

**SECTION 1. That the reference is hereby made to that certain
Register of Audited Demand Nos. 1455, consisting of four pages, and
including**

Warrant No. 580260 through 580435;

Warrant No. 1410;

**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 24th DAY OF OCTOBER, 2018.

JACK HADJINIAN, Mayor Pro Tem

ATTEST:

IRMA BARAJAS, City Clerk

City of Montebello

Payment Register

From Payment Date: 10/4/2018 - To Payment Date: 10/17/2018

Number	Date	Payee Name	Transaction Amount
4331 - General Account			
<u>Check</u>			
580260	10/11/2018	ACC BUSINESS	\$638.47
580261	10/11/2018	BANKCARD CENTER	\$14,306.85
580262	10/11/2018	BARRIO, CLAY THOMAS	\$702.26
580263	10/11/2018	BIRCH COMMUNICATIONS	\$453.53
580264	10/11/2018	FEDERAL EXPRESS CORPORATION	\$66.55
580265	10/11/2018	MUNITEMPS	\$8,595.75
580266	10/11/2018	STANDARD INSURANCE COMPANY	\$463.89
580267	10/11/2018	ZENDZHIRYAN, KRISTINA	\$198.90
580268	10/11/2018	ATKINSON, ANDELSON, LOYA, RUUD	\$29,918.70
580269	10/11/2018	BECERRA , ANTONIO	\$250.00
580270	10/11/2018	DISCOVERY BENEFITS	\$50.00
580271	10/11/2018	GARCIA, RAQUEL, S	\$250.00
580272	10/11/2018	HERNANDEZ, HECTOR	\$60.00
580273	10/11/2018	MADERA , ANGELICA	\$425.00
580274	10/17/2018	A TO Z FIRE PROTECTION COMPANY	\$403.89
580275	10/17/2018	ACC BUSINESS	\$638.47
580276	10/17/2018	ACEVEZ, ANTHONY	\$40.00
580277	10/17/2018	ADCO SERVICES, INC.	\$330.00
580278	10/17/2018	ALTEC CAPITAL SERVICES, LLC	\$2,311.79
580279	10/17/2018	ALVAREZ-GLASMAN & COLVIN	\$71,326.62
580280	10/17/2018	AMERICAN EMBLEMATIC, LLC	\$542.43
580281	10/17/2018	AMERICAN MOVING PARTS	\$1,283.48
580282	10/17/2018	ANCHONDO, ARTHUR, P	\$40.00
580283	10/17/2018	ANDRADE, ANDREA	\$40.00
580284	10/17/2018	ANDRADE, ERIKA L	\$40.00
580285	10/17/2018	ANTUNEZ, DANIEL	\$80.00
580286	10/17/2018	APARICIO, RICHARD	\$40.00
580287	10/17/2018	APPLE ONE EMPLOYMENT SERVICES	\$710.82
580288	10/17/2018	ARTE PRINTING	\$30.66
580289	10/17/2018	ASTRO PLUMBING SUPPLY CO.	\$36.29
580290	10/17/2018	AUTOZONE	\$546.39
580291	10/17/2018	AVAIL TECHNOLOGIES, INC.	\$568.12
580292	10/17/2018	AVALOS, ROSA	\$80.00
580293	10/17/2018	AVANT GARDE	\$2,087.25
580294	10/17/2018	AVILA, FRANCISCO	\$200.00
580295	10/17/2018	AZTECA LANDSCAPE	\$1,476.48
580296	10/17/2018	BIOMETRICS4ALL, INC.	\$929.04
580297	10/17/2018	CALACT	\$955.00
580298	10/17/2018	CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES	\$257.50

City of Montebello

Payment Register

From Payment Date: 10/4/2018 - To Payment Date: 10/17/2018

580299	10/17/2018	CALIFORNIA STATE BOARD EQUALIZATION	\$60.20
580300	10/17/2018	CALIFORNIA STATE BOARD EQUALIZATION	\$1,921.58
580301	10/17/2018	CALIFORNIA WATER SERVICE COMPANY	\$3,046.99
580302	10/17/2018	CALSTART, INC.	\$1,950.00
580303	10/17/2018	CAMUY, JUAN	\$200.00
580304	10/17/2018	CASTILLO, JACOB	\$80.00
580305	10/17/2018	CASTRO, LAURA	\$80.00
580306	10/17/2018	CHARTER COMMUNICATIONS	\$46.04
580307	10/17/2018	CHARTER COMMUNICATIONS	\$29.04
580308	10/17/2018	CHARTER COMMUNICATIONS	\$21.08
580309	10/17/2018	CHUKHURYAN, ANI	\$40.00
580310	10/17/2018	CLEAN SWEEP SUPPLY CO. INC	\$1,012.01
580311	10/17/2018	COASTLINE EQUIPMENT	\$31,387.49
580312	10/17/2018	COMMUNICATIONS PROFESSIONALS INC.	\$4,895.12
580313	10/17/2018	COMMUTER SERVICES GROUP	\$900.00
580314	10/17/2018	DAILY JOURNAL CORPORATION	\$499.80
580315	10/17/2018	DARKTRACE LIMITED	\$1,500.00
580316	10/17/2018	DE LA TORRE, RAPHAEL	\$40.00
580317	10/17/2018	DEEPNET SECURITY LIMITED	\$1,780.00
580318	10/17/2018	DEWEY PEST CONTROL	\$1,275.00
580319	10/17/2018	DIAZ WINDOW CLEANING SERVICE	\$340.00
580320	10/17/2018	DILTEX, INC.	\$1,884.33
580321	10/17/2018	DOWNEY, CITY	\$131,871.00
580322	10/17/2018	EDISON LITIGATION TECH ADVISORY SERVICES, LLC	\$840.00
580323	10/17/2018	EMERGENCY RESPONSE CRIME SCENE CLEANING	\$950.00
580324	10/17/2018	FIVECOAT, ANDREW M	\$200.00
580325	10/17/2018	FLEET PRIDE, INC.	\$185.14
580326	10/17/2018	FOOTHILL COMMUNICATIONS, LLC	\$44,750.01
580327	10/17/2018	GENFARE	\$505.58
580328	10/17/2018	GILLIG LLC	\$1,030.96
580329	10/17/2018	GLOBAL SURVEILLANCE SYSTEMS, INC.	\$484.40
580330	10/17/2018	GOLDEN STATE FASTENERS & SUPPLY, INC.	\$151.83
580331	10/17/2018	GOMEZ, BEATRICE	\$40.00
580332	10/17/2018	GRAINGER, INC.	\$62.02
580333	10/17/2018	GUZMAN, ANDREW	\$40.00
580334	10/17/2018	HD INDUSTRIES	\$5,560.27
580335	10/17/2018	HERNANDEZ, JUAN, M	\$40.00
580336	10/17/2018	HERNANDEZ, NADINE	\$40.00
580337	10/17/2018	HUERTA, MONICA	\$40.00
580338	10/17/2018	IRRI-CARE PLUMBING AND BACKFLOW TESTING	\$45.00
580339	10/17/2018	IVA SOLUTIONS, INC.	\$230.00
580340	10/17/2018	JAIMEZ, CRYSTAL	\$80.00
580341	10/17/2018	JOHN'S LIFT REPAIR SERVICE INC	\$330.68

City of Montebello
Payment Register

From Payment Date: 10/4/2018 - To Payment Date: 10/17/2018

580342	10/17/2018	JOHNSON CONTROLS, INC.	\$2,450.43
580343	10/17/2018	JOHNSTONE SUPPLY	\$395.32
580344	10/17/2018	LIFTECH ELEVATOR SERVICES, INC	\$613.00
580345	10/17/2018	LINCOLN TRAINING CENTER	\$23,031.97
580346	10/17/2018	LOPEZ, GABRIEL	\$250.00
580347	10/17/2018	LOPEZ, MICHAEL	\$40.00
580348	10/17/2018	LOS ANGELES AREA FIRE CHIEFS ASSOCIATION	\$1,000.00
580349	10/17/2018	LOS ANGELES COUNTY ASSESSOR OFFICE	\$5.00
580350	10/17/2018	LOS ANGELES COUNTY TAX COLLECTOR	\$44.51
580351	10/17/2018	LOS ANGELES COUNTY TAX COLLECTOR	\$1,389.61
580352	10/17/2018	LOS ANGELES COUNTY TAX COLLECTOR	\$102.60
580353	10/17/2018	LOS ANGELES COUNTY TAX COLLECTOR	\$101.04
580354	10/17/2018	LOS ANGELES FREIGHTLINER, INC.	\$123.52
580355	10/17/2018	MAKAI SOLUTIONS	\$1,695.06
580356	10/17/2018	MARTINEZ, ALFRED	\$200.00
580357	10/17/2018	MARTINEZ CONSULTING SERVICE LLC	\$4,200.00
580358	10/17/2018	MEZA, STEPHANIE	\$80.00
580359	10/17/2018	MICHELIN NORTH AMERICA, INC.	\$20,382.99
580360	10/17/2018	MICROMED DIAMOND SEAL SYSTEMS LLC.	\$1,817.03
580361 *	10/17/2018	MISSION FENCE & PATIO BUILDERS	\$985.00
580362	10/17/2018	MISSION LINEN SUPPLY	\$661.04
580363	10/17/2018	MONTEBELLO TIRE PROS	\$7,206.20
580364	10/17/2018	MONTEBELLO TRANSIT	\$1,110.63
580365	10/17/2018	MUNCIE TRANSIT SUPPLY	\$1,031.76
580366	10/17/2018	NATIONWIDE ENVIRONMENTAL SERVICES	\$76,401.60
580367	10/17/2018	NEVAREZ, SAMANTHA	\$40.00
580368	10/17/2018	NEW FLYER PARTS	\$3,233.88
580369	10/17/2018	ORTIZ, JESSICA	\$80.00
580370	10/17/2018	PACIFIC GRAPHICS INC.	\$7,270.80
580371	10/17/2018	PADILLA, BRIANNON	\$40.00
580372	10/17/2018	PADILLA & ASSOCIATES, INC.	\$5,468.75
580373	10/17/2018	PAGEANTRY PRODUCTIONS	\$15,600.00
580374	10/17/2018	PALARDY & MILLER AUTOBODY	\$667.25
580375	10/17/2018	PANOSIAN, JO ANN	\$40.00
580376	10/17/2018	PARKING COMPANY OF AMERICA, LLC	\$75,820.80
580377	10/17/2018	PASMANT, ANDREW	\$8,640.08
580378	10/17/2018	PASTION, MEL	\$55.00
580379	10/17/2018	PCMG, INC. DBA PCM GOV, INC.	\$1,455.89
580380	10/17/2018	PEERY & ASSOCIATES, INC.	\$1,050.00
580381	10/17/2018	PEREZ, WENDY	\$80.00
580382	10/17/2018	PHAM, ELVA	\$40.00
580383	10/17/2018	PHILLIPS 66-CONOCO-76	\$1,259.47
580384	10/17/2018	PORTILLO, ROBERT	\$40.00

City of Montebello

Payment Register

From Payment Date: 10/4/2018 - To Payment Date: 10/17/2018

580385	10/17/2018	PRUDENTIAL OVERALL SUPPLY	\$66.97
580386	10/17/2018	QUIET CANNON MONTEBELLO INC.	\$100.19
580387	10/17/2018	R & R PRODUCTS, INC.	\$409.03
580388	10/17/2018	RABELERO, JESUS	\$40.00
580389	10/17/2018	READY REFRESH BY NESTLE	\$250.09
580390	10/17/2018	REVELES, ARLENE	\$50.00
580391	10/17/2018	RICOH AMERICAS CORP.	\$168.52
580392	10/17/2018	RICOH AMERICAS CORP.	\$80.26
580393	10/17/2018	RIVERS, ALBERT	\$110.00
580394	10/17/2018	ROBLES, ESTHER	\$40.00
580395	10/17/2018	SALAIZ, CATHERINE	\$250.00
580396	10/17/2018	SAN GABRIEL VALLEY WATER CO.	\$120,884.61
580397	10/17/2018	SAUCEDO, NICOLE I	\$40.00
580398	10/17/2018	SAVEDRA, MICHAEL	\$40.00
580399	10/17/2018	SAWYER PETROLEUM	\$77,941.31
580400	10/17/2018	SEQUEL CONTRACTORS. INC.	\$144,558.98
580401	10/17/2018	SHRED-IT USA LLC.	\$120.05
580402	10/17/2018	SIEMENS INDUSTRY INC.	\$295.00
580403	10/17/2018	SOLANO, MARTIN	\$40.00
580404	10/17/2018	SONASOFT	\$5,265.00
580405	10/17/2018	SOSNOWSKI, DAVID	\$40.00
580406	10/17/2018	SOUTH BAY FORD, INC.	\$467.02
580407	10/17/2018	SOUTH MONTEBELLO IRRIGATION DISTRICT	\$9,122.38
580408	10/17/2018	SOUTHERN CALIFORNIA EDISON	\$11,699.00
580409	10/17/2018	SOUTHERN CALIFORNIA GAS CO.	\$52,256.49
580410	10/17/2018	SOUTHERN COACH PARTS COMPANY	\$776.13
580411	10/17/2018	STOTZ EQUIPMENT	\$243.82
580412	10/17/2018	SUEZ WTS SERVICES USA, INC.	\$628.53
580413	10/17/2018	SUN BADGE COMPANY	\$43.75
580414	10/17/2018	SWEINHART ELECTRIC CO., INC.	\$329.00
580415	10/17/2018	SYMBOLARTS, LLC	\$2,890.00
580416	10/17/2018	THOMSON REUTERS - WEST	\$308.52
580417	10/17/2018	THYSSEN KRUPP ELEVATOR CORP	\$953.15
580418 *	10/17/2018	TOA ELECTRONICS, INC.	\$425.83
580419	10/17/2018	TORO NSN	\$229.00
580420	10/17/2018	TORRES, JANELLE	\$40.00
580421	10/17/2018	TPX COMMUNICATIONS	\$671.72
580422	10/17/2018	TYNI, CHRISTOPHER M	\$128.62
580423 *	10/17/2018	UBIQCONN TECHNOLOGY (USA) INC.	\$983.25
580424	10/17/2018	UNIQUE GENERAL SERVICES	\$9,835.00
580425	10/17/2018	UNITED SITE SERVICES, INC.	\$483.25
580426	10/17/2018	US SECURITY ASSOCIATES, INC.	\$37,429.20
580427	10/17/2018	VALENZUELA, MATTHEW , A	\$40.00

City of Montebello

Payment Register

From Payment Date: 10/4/2018 - To Payment Date: 10/17/2018

580428	10/17/2018	VASQUEZ, MARIA TERESA	\$80.00
580429	10/17/2018	VEGA, MATTHEW	\$80.00
580430	10/17/2018	VORTEX INDUSTRIES	\$6,375.62
580431	10/17/2018	WAYNE ELECTRIC COMPANY	\$24,918.22
580432	10/17/2018	WESTERN ALLIED CORPORATION	\$5,590.68
580433	10/17/2018	WRITERANNE COMMUNICATIONS	\$1,080.00
580434	10/17/2018	YORK RISK SERVICES GROUP, INC.	\$25,778.41
580435	10/17/2018	ZAVALA'S UPHOLSTERY	\$492.75
Type Check Totals:			\$1,193,209.28

6093 - Successor Agency

Check

1410	10/17/2018	BANK OF NEW YORK MELLON	\$7,620.16
Type Check Totals:			\$7,620.16

**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.



CHECK REGISTER DETAIL SUMMARY

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
580260	10/11/2018	\$638.47	UTILITY SERVICES	1732	AT&T CORP.
580261	10/11/2018	\$14,306.85	CREDIT CARD PURCHASES	13240	BANKCARD CENTER
580262	10/11/2018	\$702.26	TRAVEL & MEETINGS	55010	CLAY THOMAS BARRIO
580263	10/11/2018	\$453.53	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
580264	10/11/2018	\$66.55	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
580265	10/11/2018	\$8,595.75	CONTRACT SERVICES	1658	GOVERNMENT STAFFING SERVICES, INC.
580266	10/11/2018	\$463.89	INSURANCE PREMIUMS	1990	STANDARD INSURANCE COMPANY
580267	10/11/2018	\$198.90	TRAVEL & MEETINGS	75560	KRISTINA ZENDZHIRYAN
580268	10/11/2018	\$29,918.70	CONTRACT SERVICES	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
580269	10/11/2018	\$250.00	REFUND	2226	ANTONIO NECERRA
580270	10/11/2018	\$50.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
580271	10/11/2018	\$250.00	REFUND	2225	RAQUEL S. GARCIA
580272	10/11/2018	\$60.00	REFUND	1589	HECTOR HERNANDEZ
580273	10/11/2018	\$425.00	REFUND	2227	ANGELICA MADERA
580274	10/17/2018	\$403.89	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
580275	10/17/2018	\$638.47	UTILITY SERVICES	1732	AT&T CORP.
580276	10/17/2018	\$40.00	CARPPOOL INCENTIVE	27220	ANTHONY ACEVEZ
580277	10/17/2018	\$330.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
580278	10/17/2018	\$2,311.79	LEASE PAYMENT	47	ALTEC CAPITAL SERVICES
580279	10/17/2018	\$71,326.62	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
580280	10/17/2018	\$542.43	SUPPLIES	62880	AMERICAN EMBLEMATIC, LLC
580281	10/17/2018	\$1,283.48	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
580282	10/17/2018	\$40.00	CARPPOOL INCENTIVE	567	ARTHUR P ANCHONDO
580283	10/17/2018	\$40.00	CARPPOOL INCENTIVE	289	ANDREA ANDRADE

580284	10/17/2018	\$40.00	CARPOOL INCENTIVE	61470	ERIKA L. ANDRADE
580285	10/17/2018	\$80.00	CARPOOL INCENTIVE	2139	DANIEL ANTUNEZ
580286	10/17/2018	\$40.00	CARPOOL INCENTIVE	29630	RICHARD APARICIO
580287	10/17/2018	\$710.82	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
580288	10/17/2018	\$30.66	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
580289	10/17/2018	\$36.29	SUPPLIES	31270	STARBOARD TACK SUPPLY INC.
580290	10/17/2018	\$546.39	MACHINERY & EQUIPMENTS	74990	AUTOZONE, INC
580291	10/17/2018	\$568.12	VEHICLE MAINTENANCE/EXPENSES	74870	AVAIL TECHNOLOGIES, INC.
580292	10/17/2018	\$80.00	CARPOOL INCENTIVE	291	ROSA AVALOS
580293	10/17/2018	\$2,087.25	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
580294	10/17/2018	\$200.00	TRAINING	389	FRANCISCO AVILA
580295	10/17/2018	\$1,476.48	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
580296	10/17/2018	\$929.04	CONTRACT SERVICES	17830	BIOMETRICS4ALL, INC.
580297	10/17/2018	\$955.00	DUES & SUBSCRIPTIONS	1602	CA ASSOC FOR COORDINATED TRANSPORTATION INCORP
580298	10/17/2018	\$257.50	PERMITS AND FEES	5980	STATE OF CALIFORNIA
580299	10/17/2018	\$60.20	PERMITS AND FEES	49090	CALIFORNIA STATE BOARD EQUALIZATION
580300	10/17/2018	\$1,921.58	PERMITS AND FEES	49090	CALIFORNIA STATE BOARD EQUALIZATION
580301	10/17/2018	\$3,046.99	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
580302	10/17/2018	\$1,950.00	DUES & SUBSCRIPTIONS	1863	CALSTART, INC.
580303	10/17/2018	\$200.00	TRAINING	162	JUAN CAMUY
580304	10/17/2018	\$80.00	CARPOOL INCENTIVE	3780	JACOB CASTILLO
580305	10/17/2018	\$80.00	CARPOOL INCENTIVE	68640	LAURA CASTRO
580306	10/17/2018	\$46.04	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
580307	10/17/2018	\$29.04	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
580308	10/17/2018	\$21.08	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
580309	10/17/2018	\$40.00	CARPOOL INCENTIVE	17880	ANI CHUKHURYAN
580310	10/17/2018	\$1,012.01	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
580311	10/17/2018	\$31,387.49	CONTRACT SERVICES	24230	COASTLINE EQUIPMENT
580312	10/17/2018	\$4,895.12	CONTRACT SERVICES	1764	COMMUNICATIONS PROFESSIONALS INC.

580313	10/17/2018	\$900.00	CONTRACT SERVICES	42100	PAUL G. BOYCE/COMMUTER SERVICES
580314	10/17/2018	\$499.80	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
580315	10/17/2018	\$1,500.00	MACHINERY & EQUIPMENTS	1855	DARKTRACE LIMITED
580316	10/17/2018	\$40.00	CARPPOOL INCENTIVE	29020	RAPHAEL DE LA TORRE
580317	10/17/2018	\$1,780.00	CONTRACT SERVICES	522	DEEPNET SECURITY LIMITED
580318	10/17/2018	\$1,275.00	CONTRACT SERVICES	2019	DEWEY SERVICES INCORPORATED
580319	10/17/2018	\$340.00	CONTRACT SERVICES	19300	CARLOS DIAZ
580320	10/17/2018	\$1,884.33	CONTRACT SERVICES	1826	DILTEX, INC.
580321	10/17/2018	\$131,871.00	CONTRACT SERVICES	30170	CITY OF DOWNEY
580322	10/17/2018	\$840.00	CONTRACT SERVICES	2075	HAROLD J. EDISON/EDISON LIGITATION TECHNOLOGY
580323	10/17/2018	\$950.00	CONTRACT SERVICES	41130	MIHM INC.
580324	10/17/2018	\$200.00	TRAINING	69390	ANDREW M. FIVECOAT
580325	10/17/2018	\$185.14	SUPPLIES	38020	FLEET PRIDE, INC.
580326	10/17/2018	\$44,750.01	CONTRACT SERVICES	807	FOOTHILL COMMUNICATIONS, LLC
580327	10/17/2018	\$505.58	VEHICLE MAINTENANCE/EXPENSES	506	SPX CORPORATION
580328	10/17/2018	\$1,030.96	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIG
580329	10/17/2018	\$484.40	MACHINERY & EQUIPMENTS	1442	GLOBAL SURVEILLANCE SYSTEMS, INC.
580330	10/17/2018	\$151.83	SUPPLIES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.
580331	10/17/2018	\$40.00	CARPPOOL INCENTIVE	8260	BEATRICE GOMEZ
580332	10/17/2018	\$62.02	SUPPLIES	9470	GRAINGER, INC.
580333	10/17/2018	\$40.00	CARPPOOL INCENTIVE	38440	ANDREW GUZMAN
580334	10/17/2018	\$5,560.27	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
580335	10/17/2018	\$40.00	CARPPOOL INCENTIVE	568	JUAN M HERNANDEZ
580336	10/17/2018	\$40.00	CARPPOOL INCENTIVE	4280	NADINE HERNANDEZ
580337	10/17/2018	\$40.00	CARPPOOL INCENTIVE	73180	MONICA HUERTA
580338	10/17/2018	\$45.00	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
580339	10/17/2018	\$230.00	CONTRACT SERVICES	993	IVA SOLUTIONS, INC.
580340	10/17/2018	\$80.00	CARPPOOL INCENTIVE	48610	CRYSTAL JAIMEZ
580341	10/17/2018	\$330.68	CONTRACT SERVICES	9830	JOHN'S LIFT REPAIR SERVICE INC
580342	10/17/2018	\$2,450.43	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.

580343	10/17/2018	\$395.32	MACHINERY & EQUIPMENTS	51820	JOHNSTONE SUPPLY
580344	10/17/2018	\$613.00	CONTRACT SERVICES	750	LIFTECH ELEVATOR SERVICES, INC
580345	10/17/2018	\$23,031.97	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
580346	10/17/2018	\$250.00	REFUND	2233	GABRIEL LOPEZ
580347	10/17/2018	\$40.00	CARPOOL INCENTIVE	11280	MICHAEL LOPEZ
580348	10/17/2018	\$1,000.00	DUES & SUBSCRIPTIONS	40910	LOS ANGELES AREA FIRE CHIEFS ASSOCIATION
580349	10/17/2018	\$5.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
580350	10/17/2018	\$44.51	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
580351	10/17/2018	\$1,389.61	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
580352	10/17/2018	\$102.60	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
580353	10/17/2018	\$101.04	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
580354	10/17/2018	\$123.52	SUPPLIES	20620	LOS ANGELES TRUCK CENTERS, LLC
580355	10/17/2018	\$1,695.06	SUPPLIES	1501	MAKAI SOLUTIONS
580356	10/17/2018	\$200.00	TRAINING	43760	ALFRED MARTINEZ
580357	10/17/2018	\$4,200.00	CONTRACT SERVICES	1797	MARTINEZ CONSULTING SERVICE LLC
580358	10/17/2018	\$80.00	CARPOOL INCENTIVE	2048	STEPHANIE MEZA
580359	10/17/2018	\$20,382.99	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA, INC
580360	10/17/2018	\$1,817.03	SUPPLIES	2072	MICROMED DIAMOND SEAL SYSTEMS LLC.
580361*	10/17/2018	\$985.00	CONTRACT SERVICES	2154	WICK & DENNIS INC./MISSION FENCE
580362	10/17/2018	\$661.04	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
580363	10/17/2018	\$7,206.20	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
580364	10/17/2018	\$1,110.63	PETTY CASH REIMBURSEMENTS	3280	MONTEBELLO CITY TRANSIT
580365	10/17/2018	\$1,031.76	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
580366	10/17/2018	\$76,401.60	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
580367	10/17/2018	\$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
580368	10/17/2018	\$3,233.88	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
580369	10/17/2018	\$80.00	CARPOOL INCENTIVE	1596	JESSICA ORTIZ
580370	10/17/2018	\$7,270.80	ADVERTISING/PRINTING SERVICES	75280	PGI, INC
580371	10/17/2018	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA

580372	10/17/2018	\$5,468.75	CONTRACT SERVICES	61370	PADILLA & ASSOCIATES, INC.
580373	10/17/2018	\$15,600.00	CONTRACT SERVICES	1116	PAGEANTRY PRODUCTIONS
580374	10/17/2018	\$667.25	SUPPLIES	26500	PALARDY & MILLER AUTOBODY
580375	10/17/2018	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
580376	10/17/2018	\$75,820.80	CONTRACT SERVICES	42180	PCAM, LLC
580377	10/17/2018	\$8,640.08	CONTRACT SERVICES	1950	ANDREW PASMANT
580378	10/17/2018	\$55.00	CARPOOL INCENTIVE	1668	MEL PASTION
580379	10/17/2018	\$1,455.89	MACHINERY & EQUIPMENTS	538	PCMG, INC.
580380	10/17/2018	\$1,050.00	CONTRACT SERVICES	13680	PEERY & ASSOCIATES, INC.
580381	10/17/2018	\$80.00	CARPOOL INCENTIVE	65330	WENDY PEREZ
580382	10/17/2018	\$40.00	CARPOOL INCENTIVE	2138	ELVA PHAM
580383	10/17/2018	\$1,259.47	FUEL	19700	SYNCHRONY BANK/PHILIPS-CONOCO-76
580384	10/17/2018	\$40.00	CARPOOL INCENTIVE	34240	ROBERT PORTILLO
580385	10/17/2018	\$66.97	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
580386	10/17/2018	\$100.19	TRAVEL & MEETINGS	43510	QUIET CANNON MONTEBELLO INC.
580387	10/17/2018	\$409.03	VEHICLE MAINTENANCE/EXPENSES	45960	R & R PRODUCTS, INC.
580388	10/17/2018	\$40.00	CARPOOL INCENTIVE	13220	JESUS RABELERO
580389	10/17/2018	\$250.09	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
580390	10/17/2018	\$50.00	REFUND	2231	ARLENE REVELES
580391	10/17/2018	\$168.52	MACHINERY & EQUIPMENTS	69730	DE LAGE LANDEN FINANCIAL SERVICES INC.
580392	10/17/2018	\$80.26	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC.
580393	10/17/2018	\$110.00	CARPOOL INCENTIVE	57000	ALBERT RIVERS
580394	10/17/2018	\$40.00	CARPOOL INCENTIVE	56830	ESTHER ROBLES
580395	10/17/2018	\$250.00	GENERAL GOVERNMENT	2232	CATHERINE SALAIZ
580396	10/17/2018	\$120,884.61	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
580397	10/17/2018	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I. SAUCEDO
580398	10/17/2018	\$40.00	CARPOOL INCENTIVE	61140	MICHAEL SAVEDRA
580399	10/17/2018	\$77,941.31	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
580400	10/17/2018	\$144,558.98	IMPROVEMENTS OTHER THAN BUILDING	20770	SEQUEL CONTRACTORS. INC.
580401	10/17/2018	\$120.05	CONTRACT SERVICES	36350	SHRED-IT USA

580402	10/17/2018	\$295.00	CONTRACT SERVICES	36290	SIEMENS INDUSTRY INC.
580403	10/17/2018	\$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
580404	10/17/2018	\$5,265.00	CONTRACT SERVICES	674	SONASOFT
580405	10/17/2018	\$40.00	CARPOOL INCENTIVE	33960	DAVID SOSNOWSKI
580406	10/17/2018	\$467.02	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD, INC.
580407	10/17/2018	\$9,122.38	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
580408	10/17/2018	\$11,699.00	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
580409	10/17/2018	\$52,256.49	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO.
580410	10/17/2018	\$776.13	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG. CO, INC.
580411	10/17/2018	\$243.82	VEHICLE MAINTENANCE/EXPENSES	171	ARIZONA MACHINERY
580412	10/17/2018	\$628.53	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA, INC.
580413	10/17/2018	\$43.75	SUPPLIES	14350	SUN BADGE COMPANY
580414	10/17/2018	\$329.00	CONTRACT SERVICES	33250	DG ENGERY SERVICES, INC.
580415	10/17/2018	\$2,890.00	CONTRACT SERVICES	76240	SYMBOLARTS, LLC
580416	10/17/2018	\$308.52	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
580417	10/17/2018	\$953.15	CONTRACT SERVICES	46790	THYSSEN KRUPP ELEVATOR CORP
580418*	10/17/2018	\$425.83	CONTRACT SERVICES	2218	TOA ELECTRONICS, INC.
580419	10/17/2018	\$229.00	DUES & SUBSCRIPTIONS	4020	TORO NSN
580420	10/17/2018	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
580421	10/17/2018	\$671.72	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
580422	10/17/2018	\$128.62	TRAVEL & MEETINGS	46940	CHRISTOPHER M. TYNİ
580423*	10/17/2018	\$983.25	MACHINERY & EQUIPMENTS	2208	UBIQCONN TECHNOLOGY (USA) INC.
580424	10/17/2018	\$9,835.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
580425	10/17/2018	\$483.25	CONTRACT SERVICES	131	UNITED SITE SERVICES, INC.
580426	10/17/2018	\$37,429.20	CONTRACT SERVICES	37	U.S. SECURITY ASSOCIATES, INC.
580427	10/17/2018	\$40.00	CARPOOL INCENTIVE	595	MATTHEW A VALENZUELA
580428	10/17/2018	\$80.00	CARPOOL INCENTIVE	395	MARIA TERESA VASQUEZ
580429	10/17/2018	\$80.00	CARPOOL INCENTIVE	1701	MATTHEW VEGA
580430	10/17/2018	\$6,375.62	CONTRACT SERVICES	47600	VORTEX INDUSTRIES

580431	10/17/2018	\$24,918.22	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
580432	10/17/2018	\$5,590.68	CONTRACT SERVICES	22290	WESTERN ALLIED CORPORATION
580433	10/17/2018	\$1,080.00	CONTRACT SERVICES	328	ANNE L. DONOFRIO
580434	10/17/2018	\$25,778.41	CONTRACT SERVICES	1631	YORK RISK SERVICES GROUP, INC.
580435	10/17/2018	\$492.75	VEHICLE MAINTENANCE/EXPENSES	1657	ARTURO ZAVALA'S

Total		\$1,193,209.28			
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6093 - Successor Agency

1410	10/17/2018	\$7,620.16	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
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Total		\$7,620.16			
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* 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.