# MEETING AGENDA

**CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY**
**CITY HALL COUNCIL CHAMBERS**
**1600 WEST BEVERLY BOULEVARD**
**MONTEBELLO, CALIFORNIA**[1 1][2]
**WEDNESDAY, MARCH 28, 2018**
**5:00 P.M.**

## MONTEBELLO CITY COUNCIL

**VANESSA DELGADO**
**MAYOR**

**JACK HADJINIAN**
**MAYOR PRO TEM**

**ART BARAJAS**
**COUNCILMEMBER**

**WILLIAM M. MOLINARI**
**COUNCILMEMBER**

**VIVIAN ROMERO**
**COUNCILMEMBER**

**CITY CLERK**
**IRMA BARAJAS**

**CITY TREASURER**
**ASHOD MOORADIAN**

## CITY STAFF

**ACTING CITY MANAGER**
**Andrew G. Pasmant**

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

## DEPARTMENT HEADS

| | |
|---|---|
| **Assistant City Manager** | **Danilo Batson** |
| **Fire Chief** | **Fernando Pelaez** |
| **Police Chief** | **Brad Keller** |
| **Finance Administrator** | **Craig Koehler** |
| **Director of Recreation and Community Services** | **David Sosnowski** |
| **Director of Transportation** | **Tom Barrio** |

## OPENING CEREMONIES

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

**2. ROLL CALL: City Clerk I. Barajas**

[1] *In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official at 323/887-1497. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II1203+)*

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

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

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

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

## ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

## CLOSED SESSION

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

**4. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: A. Jackson v City of Montebello (Workers Compensation case)

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

**6. CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**
Government Code Section 54956.8
Property: 700 Block of Whittier Blvd., Montebello
Agency Negotiation: City Manager
Negotiating Parties: Gangi Development
Under Negotiation: Price and terms of payment

**7. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code Section 54956.8:
Property: 114-124 S. 6th Street
Agency negotiator: Andrew Pasmant, City Manager
Negotiating parties: Ku and Associates
Under negotiation: Price and Terms; Compliance with Purchase & Sale Agreement

## REGULAR SESSION

**8. INVOCATION**

**9. PLEDGE OF ALLEGIANCE**

**10. PRESENTATION**

**A. OATH OF OFFICE – CHIEF OF POLICE BRAD KELLER**

**11. 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.

<u>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.</u>

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

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

**14. CORRECTIONS TO THE AGENDA – CITY MANAGER**

**15. APPROVAL OF AGENDA:** Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception **Item Nos. 16, 17, 18** and any items upon which a member of the public or a member of the City Council has requested to speak. Such approval will also waive the reading of any ordinance.

## SCHEDULED MATTERS

**16. PUBLIC HEARING: DEVELOPMENT AGREEMENT (DA01-18) BETWEEN THE CITY AND BECKER BOARDS SMALL, LLC FOR THE CONSTRUCTION OF AN OFF-SITE, DIGITAL BILLBOARD**

**<u>COMMENT</u>:** Development Agreement (DA01-18) between the City and Becker Boards Small, LLC for the construction of an off-site digital billboard.

The fiscal impacts are as negotiated in the draft Development Agreement, Becker Boards Small, LLC will pay an annual fee to the City throughout the term of the Agreement.

| Year | Annual Development Fee |
|---|---|
| 1-5 | $ 75,000 |
| 6-10 | $ 85,000 |
| 11-15 | $100,000 |
| 16-20 | $110,000 |

In addition there is a clause to ensure City-related advertising is displayed by the digital display owner. If not, then the digital display owner will pay the City $500 per day for a maximum of 10 days for not displaying the City-related advertising.

**<u>RECOMMENDATION</u>:** Conduct a public hearing and upon conclusion, the City Council certify the Negative Declaration and approve the Development Agreement (DA01-18) to allow the installation of an off-site digital billboard.

**17. PUBLIC HEARING: 2018/2019 CDBG AND HOME PROGRAM ANNUAL ACTION PLAN**

**COMMENT:** The City Council: 1) receive and file a presentation on the draft 2018-2019 Annual Action Plan for CDBG and HOME programs; 2) direct staff to advertise and receive comments for a 30-day public review period, as required by HUD, and 3) set the public hearing for the City Council's consideration and adoption of the Final 2018-2019 Annual Action Plan for May 9, 2018, at 6:30 p.m.

No impact to the General Fund. The estimated Fiscal Year 2018-2019 CDBG federal entitlement is $590,000 and HOME federal entitlement is $200,000.

**RECOMMENDATION:** That the City Council: 1) receive and file a presentation on the draft 2018-2019 Annual Action Plan for the Community Development Block Grant ("CDBG") Home Investment Partnerships ("HOME") programs ("Annual Action Plan"); 2) direct staff to advertise and receive comments on the Annual Action Plan for a 30-day public review period, as required by the Department of Housing and Urban Development ("HUD"); and 3) set the public hearing for the City Council's consideration and adoption of the Annual Action Plan for May 9, 2018, at 6:30 p.m.

## CONSENT MATTERS

**18. REPORT ADDRESSING THE COST TO CREATE A TEMPORARY GREENSPACE AREA AT TAYLOR RANCH**

**COMMENT:** The City Council will receive a staff report addressing the cost to create a temporary greenspace area at Taylor Ranch Park and direct staff as appropriately.

It is estimated that the cost for completing the proposed improvements at Taylor Ranch Park to create only a greenspace (Alternative 1) ranges from $154,000 to $220,000. Alternative 2 creates a greenspace, installs new restrooms, creates a walkway from the bus stop to the restrooms, installs new walkway lighting and improves the parking lot at an estimated cost of $584,000.

A funding appropriation will be required from either General Fund Reserves or Taylor Ranch Redevelopment Bonds to complete either alternative. (NOTE: Alternative 2 includes $225,000 in Transit Funds that can only use for transit-related improvements, such as slurry of the parking lot, restroom, walkway and lighting; however, it still requires $359,000 from other funding source).

Staff recommends use of the Bond Funds to complete the proposed improvements, as outlined in either Alternative 1 or Alternative 2. The total bond expenditure for Alternative 1 is estimated at $220,000 and for Alternative 2 is estimated at $359,000 (with $225,000 for Alternative 2 provided by Transit Funds). Staff also notes that because the Bond Funds are the proceeds of a tax-exempt issuance, the City has an obligation to expend the funds on a qualifying project.

**RECOMMENDATION:** That the City Council receive a staff report addressing the cost to create a temporary greenspace area at Taylor Ranch Park and consider one of the alternatives and funding sources, and direct staff as appropriate.

**19. QUIMBY ACT FEE**

**RECOMMENDATION:** It is recommended that the City Council conduct a public hearing and continue the item to the next City Council Regular Meeting on April 11, 2018.

**20. CITY OF MONTEBELLO WATER SYSTEM REPAIRS/UPGRADES – INSPECTION AND FINDINGS RECOMMENDATIONS**

**COMMENT:** That the City Council receive and file a presentation and report on repairs /upgrades to the City of Montebello Water Systems and direct staff as appropriately.

Staff will be prepared at the meeting to review funding alternatives with City Council.

**RECOMMENDATION:** That the City Council receive and file a presentation and report on repairs /upgrades to the City of Montebello Water Systems and direct staff as appropriately.

**21. APPROVE A CONTRACT FOR INTERNET SERVICES FOR ALL MONTEBELLO FIRE STATIONS**

**COMMENT:** The City Council will consider approving a contract for internet services (fiber optic connection) for all Fire Stations (Fire Stations 55, 56, and 57), for one year (with a renewal for an additional year at no price change), in the amount of $686.00 per month, per Fire Station, and authorize the Acting City Manager to execute the contract agreements.

Funding for this proposed contractual service was not allocated in the FY 2017/18 City Budget, but can be absorbed into the Fire Department Maintenance and Operation Budget, due to savings in the current year outside contracts accounts

**RECOMMENDATION:** That the City Council approves a contract for internet services (fiber optic connection) for all Montebello Fire Stations (Fire Stations 55, 56 and 57), for one year (with a renewal for an additional year at no price change), in the amount of $686.00 per month, per Fire Station, and authorize the Acting City Manager to execute the contract agreements. The total amount of the one year contract is $24,696.00.

**22. AGREEMENT RENEWAL WITH PLAN A LOCATIONS FOR FILM SCOUT SERVICES**

**COMMENT:** The City Council will consider approving a new agreement for film scout services with Plan A Locations to market and promote City buildings and grounds as potential filming locations for movies, television shows, etc.

Under the existing agreement the City has received approximately $135,000 over a three (3) year period, or approximately $45,000.00 annually, for the General Fund. Plan A Locations receives a 30% commission of the gross negotiated fee for each filming project that they arrange and solicit during the term of the agreement.

**RECOMMENDATION:** That the City Council approve a new agreement for film scout services with "Plan A Locations," and authorize the Acting City Manager to execute the agreement on behalf of the City in a form approved by the City Attorney.

**23. MUNITEMPS (MUNICIPAL STAFFING SOLUTIONS) AGREEMENT AND BUDGET APPROPRIATION RESOLUTION**

**COMMENT:** The City Council will consider for approval the MuniTemps Agreement and budget appropriation for expenses related to the temporary staffing needs of the City.

The temporary staffing costs of the Finance Administrator will be allocated between the General Fund (75%) and Transit Fund (25%). The staffing costs of the Project Manager will be allocated to the General Fund (100%).

**RECOMMENDATION:** That the City Council approve the MuniTemps agreement and budget appropriation for estimated costs related to the temporary staffing needs of the City.

**24. VIDEO MONITORING SYSTEM – REQUEST FOR PROPOSAL NO. 18-24**

**COMMENT:** The City Council will consider authorizing the Acting City Manager to execute a contract with myVar to upgrade the City's outdated and less-effective bus video surveillance system to a new system that will provide more timely and relevant data and further enhance the service, safety, and security of our passengers and community.

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

**RECOMMENDATION:** That the City Council awards a contract to "myVAR" for the replacement of analog video surveillance, with advanced digital cameras and data analytics for Montebello Bus Lines (MBL), as recommended by the Director of Transportation, and authorize the Acting City Manager to execute the Agreement on behalf of the City.

**25. ATP GRANT FUNDS FOR THE MONTEBELLO BOULEVARD BIKE LANE AND SIDEWALK IMPROVEMENT PROJECT: RESOLUTION OF THE CITY OF MONTEBELLO CITY COUNCIL FINDING THAT THE PROPOSED IRREVOCABLE OFFER OF DEDICATION CONFORMS TO THE CITY'S GENERAL PLAN, APPROVING AS TO FORM OF THE IRREVOCABLE OFFER OF DEDICATION 86,249 SQUARE FOOT AREA FOR A RIGHT OF WAY EASEMENT FOR ACCESS, TRAIL AND BIKE PATH PURPOSES ON MONTEBELLO BOULEVARD BETWEEN LINCOLN AVENUE AND PARAMOUNT BOULEVARD FOR AN ACTIVE TRANSPORTATION PROGRAM FUNDED PROJECT, AUTHORIZING AND DIRECTING STAFF TO COMMENCE THE IMPROVEMENTS, MAKING FINDINGS PURSUANT TO CALIFORNIA PUBLIC RESOURCES CODE SECTION 21166, AND AUTHORIZING AND DIRECTING STAFF TO FILE A NOTICE OF DETERMINATION.**

**COMMENT:** The City Council will consider approval of a Resolution related to the ATP Grant Funds for the Montebello Boulevard Bike Lane and Sidewalk Improvement Project: The Resolution will make the finding that the proposed Irrevocable Offer of Dedication conforms to the City's General Plan, approving as to form of the Irrevocable Offer of Dedication 86,249 square foot area for a Right of Way Easement for access, trail and bike path purposes on Montebello Boulevard between Lincoln Avenue and Paramount Boulevard for an Active Transportation Program funded project, authorize and direct staff to commence the improvements, making findings pursuant to California Public Resources Code section 21166, and authorizing and directing staff to file a Notice of Determination.

The City of Montebello participated in a competitive grant proposal known as the Active Transportation Project (ATP) in 2017. On February 28, 2018, SCAG officially notified the City of Montebello that the Montebello Boulevard Bike Lane and Sidewalk Improvement proposed project had been approved by the SCAG Regional Council and the California Transportation Commission (CTC) as part of the Augmented 2017 Active Transportation Program. The project was selected by METRO for early use of the ATP funds.

The proposed project cost is estimated at $5,755,000 including the cost of design and the completion of construction. The City was awarded $4,187,000 of ATP funds for the construction of the project while $148,000 of Measure R and $1,420,000 of Prop C/Prop A will be utilized as local match.

The proposed improvements would be installed on a 1.4-mile section of Montebello Boulevard between Lincoln Avenue and Paramount Boulevard within the City of Montebello's northern city limits. The project consists of dedicated Class II bike lanes, sidewalk construction, ADA-compliant corner ramps, pedestrian lighting, traffic signal improvements, and resurfaced roadway along Montebello Boulevard to connect retail/employment centers with low/moderate income housing to increase active transportation-related activities. The project is within an identified disadvantage community (DAC) (Census Tract 6037530005 and 6037530003) and will provide direct access to new sidewalk and bike lanes via four separate intersections.

The project site includes a strip of property currently owned by Sentinel Peak Resources California LLC. Sentinel has offered to dedicate this property to the City in the form of a right of way easement for access, trail and bike path purposes. The offer of dedication has been memorialized in an Irrevocable Offer of Dedication

There are no fiscal impacts to the General Fund in association with City Council's acceptance of Irrevocable Offer of Land Dedication as the improvements would be fully covered by the ATP grant and City's matching funds, $4,187,000 and $1,568,000 respectively.

**RECOMMENDATION:** That the City Council adopt the City Council Resolution to: (1) Find pursuant to California Public Resources Code section 21166 and State CEQA Guidelines section 15162 that the proposed right of way easement for access, trail and bike path purposes, and the improvements on that right of way easement, are fully covered by the Montebello Hills Specific Plan EIR and that no subsequent or supplemental environmental review is required; (2) Find that the proposed right of way easement for access, trail and bike path purposes conforms to the City's General Plan pursuant to Government Code section 65402; (3) Approve as to form the Irrevocable Offer of Dedication for a Right of Way Easement for Access, Trail and Bike Path Purposes on Montebello Boulevard between Lincoln Avenue and Paramount Boulevard for an Active Transportation Program Funded Project; (4) Authorize and Direct Staff to commence the Improvements; and (5) Authorize and Direct Staff to prepare, execute, and file a Notice of Determination (NOD) with the Los Angeles County Recorder within five (5) working days after adoption of the Resolution.

**26. SECOND READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO RECLASSIFYING CERTAIN HEREIN DESCRIBED REAL PROPERTIES FROM C-2 (GENERAL COMMERCIAL) TO C-2-PD-D-25 (GENERAL COMMERCIAL, PLANNED DEVELOPMENT, DENSITY OVERLAY-25 UNITS PER ACRE) – 520 WEST WHITTIER BOULEVARD (OLSON PROJECT)**

**RECOMMENDATION:** Move to waive the reading and adopt the ordinance.

**27. A REQUEST TO ACCEPT AS COMPLETE BLUFF ROAD IMPROVEMENT PROJECT FROM SYCAMORE STREET TO OAKWOOD STREET, BID # 17-15, CP 849**

**COMMENT:** The City Council is requested to accept as complete Bluff Road Improvement Project from Sycamore Street to Oakwood Street, CP 849, Bid No. 17-15, Fiscal Year 2016/2017, and authorize the City Clerk to process the Notice of Completion.

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

**RECOMMENDATION:** That the City Council accepts as complete Bluff Road Improvement Project from Sycamore Street to Oakwood Street, Bid # 17-15, CP 849, Fiscal Year 2016/2017, and authorize the City Clerk to process the Notice of Completion.

**28. CONSIDERATION OF A COST-SHARING MEMORANDUM OF AGREEMENT (MOA) FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND ENHANCED WATERSHED MANAGEMENT PLAN (EWMP) FOR THE UPPER LOS ANGELES RIVER WATERSHED MANAGEMENT AREA (ULAR)**

**COMMENT:** In order to comply with the requirements and provisions of the 2012 National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit ("MS4 Permit"), the City of Montebello joined the Upper Los Angeles River ("ULAR") Watershed group. The City Council will consider approving a Memorandum of Agreement (MOA) for the implementation of the ULAR Coordinated Integrated Monitoring Program (CIMP) and Enhanced Watershed Management Plan (EWMP), and authorized the Acting City Manager to execute the agreement on behalf of the City

If Montebello does not participate in these efforts, the Regional Board has the authority to subject the City to penalties ranging between $5,000 to $25,000 per day. As part of the FY

2018-19 Budget, Staff recommends that $18,743 be appropriated in the Public Works Maintenance and Operations Budget to fund the City' cost share for the CIMP and EWMP, and that subsequent funds be appropriately respectively for FY 2019-20 to FY 2022-23.

**<u>RECOMMENDATION</u>:** It is recommended that the City Council approve a Memorandum of Agreement (MOA) with 18 other permittees for the implementation of the Upper Los Angeles River Coordinated Integrated Monitoring Program (CIMP) and Enhanced Watershed Management Plan (EWMP), and authorize the Acting City Manager to execute the MOA on behalf of the City.

**29. MONTHLY INVESTMENT REPORT – FEBRUARY 2018**

**<u>RECOMMENDED ACTION</u>:** Move to approve and file said document.

**30. CLAIMS AGAINST THE CITY**

**<u>RECOMMENDED ACTION</u>:** Move to ***DENY*** the following claims**:** Infinity Insurance in the amount of $26,896.60; C. Zulalyan in the amount of $12,000.00; and Y. Garcia in the amount of $700.00.

**31. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED MARCH 28, 2018**

**<u>RECOMMENDED ACTION</u>:** Adopt the proposed resolution approving the Warrant Register dated March 28, 2018.

**32. APPROVAL OF MINUTES: REGULAR MEETINGS OF NOVEMBER 15, 2018**

**<u>RECOMMENDED ACTION</u>:** Move to approve and file said minutes.

**33. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (CONTINUED IF NECESSARY)**

**<u>COUNCIL ORALS</u>**

**34. MAYOR PRO TEM HADJINIAN**

Report on ACE Delegation in Washington DC.

**35. COUNCILMEMBER ROMERO**

a. Report on ICA Conference
b. Update on recent legislative bills
c. Community improvement update.

**36. COUNCILMEMBER MOLINARI**

None.

**37. COUNCILMEMBER BARAJAS**

None.

**38. MAYOR DELGADO**

None.

**<u>ADJOURNMENT</u>**

**CITY OF MONTEBELLO**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Andrew Pasmant, Acting City Manager

**BY:** Matthew Feske, Planning Manager

**SUBJECT:** Development Agreement (DA01-18) between the City and Becker Boards Small, LLC for the construction of an off-site, digital billboard.

**DATE:** March 28, 2018

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## RECOMMENDATION

That the City Council conduct a public hearing and, upon conclusion, adopt an ordinance adopting and certifying a Negative Declaration and approving a Development Agreement (DA01-18) to allow the installation of an off-site, digital billboard.

## BACKGROUND

PROJECT SITE

The Property is located at 7101 Telegraph Road in the M-2 Heavy Manufacturing Zone. The Property is designated as “Industrial” in the City’s General Plan, and is located within the allowable "Interstate 5 Freeway Digital Display Sign Corridor" pursuant to the Montebello Municipal Code. Becker Boards Small, LLC has a leasehold interest in the Property.

PROPOSED DIGITAL DISPLAY (BILLBOARD)

The proposed digital display sign will be on the existing pole, each digital display face shall be 14' x 48'. A small internally lit 'can sign' facing both directions on the I-5 with the "City of Montebello" name shall be affixed to the digital display billboard. The maximum height of the digital display billboard shall not exceed the current height of the existing billboard, 60' including all extensions. The digital billboard may be lowered to improve visibility.

DEVELOPMENT AGREEMENT

In order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the State Legislature adopted the “Development Agreement Statute,” sections 65864 et seq. of the Government Code. The City of Montebello, a general law city, is authorized pursuant to the Development Agreement Statute to enter into development agreements with persons having legal or equitable interests in real property for the purpose of establishing predictability for both the City and the owner of the property during the development process.

Becker Boards Small, LLC has requested that the City enter into a Development Agreement for the Property to allow completion of the Project. The City, in accordance with its standard procedures, has engaged in negotiations with Becker Boards Small, LLC.

The Development Agreement Statute provides that, prior to approving a development agreement the Planning Commission and the City Council must each hold a public hearing on the proposal. Development Agreements must be adopted by an ordinance approved by the City Council, and cannot be approved unless the legislative body finds that the Project conform with the General Plan and any applicable specific plan.

All City fiscal decisions, including the financial aspects and specific deal points of the Development Agreement, are solely the jurisdiction of the Montebello City Council, and it is the City Council's exclusive authority to review, modify, and take action upon any such Agreement.

On March 14, 2018, the City Council open the public hearing and without taking any action or testimony continued the matter to March 28, 2018.

PLANNING COMMISSION

On February 6, 2018, the Planning Commission held a public hearing and adopted a Resolution concluding that the proposed off-site, digital billboard and the associated development agreement are consistent with the General Plan, and recommended that the City Council approve an ordinance adopting the development agreement.

## ANALYSIS

Section 17.62.105 of the Montebello Municipal Code (MMC) pertaining to signage (Sign Code) authorizes off-premises digital display billboards in limited areas along SR60 and The I-5 Freeway. The Sign Code requires the approval of a Development Agreement by the City Council to allow the relocation and replacement or construction of any new off-premises digital display sign, i.e. digital billboard. The proposed digital billboard conforms with the Sign Code and is located within the allowable "Interstate 5 Freeway Digital Display Sign Corridor".

The use authorized in the proposed Development Agreement is consistent with the General Plan because the Development Agreement meets the Goals and Objectives of the Land Use Element.

ENVIRONMENTAL DETERMINATION CEQA

The proposed Project has been reviewed pursuant to the California Environmental Quality Act ("CEQA"). The Initial Study found that the proposed project will not result in significant effects on the environment, and therefore a draft Negative Declaration has been prepared. A Notice of Intent (NOI) to adopt a Negative Declaration was prepared and filed with the Los Angeles County Clerk on January 4, 2018.

The public comment period concluded on February 5, 2018.

At the time of the writing of this report, no comments have been received. If comments are received, staff will prepare appropriate responses.

PUBLIC COMMENT

On February 6, 2018, an email was received from Katie Metz of Outfront Media in regards to project description and "taking". During the public hearing at the Planning Commission meeting on February 6, 2018; the project description was identified as a new billboard structure and no existing billboard structure would be used; and the City "taking" is not valid as Outfront, owner of the existing static billboard, did not propose any relocated site for the static billboard for the City to consider and the issue of removing the static billboard is a civil matter between the property owner and Outfront (landlord-tenant issue) where the City does not and cannot become involved in civil matters.

On March 13, 2018, an email was received with an attached letter from Anthony Leones from Miller Star Regalia. The issues raised are as follows:

- Outfront and Regency Outdoor Advertising, Inc. are co-owners of the static billboard and have an issue with removing the static billboard.
    - This is a civil matter between Outfront and Regency Outdoor Advertising, Inc. and the property owner (landlord-tenant issue) where the City does not and cannot become involved with civil matters.
- Relocation of the static billboard
    - The description was clarified at the public hearing at the Planning Commission. This is not relocation, this is a new billboard.
    - Montebello Municipal Code section 17.62.105 (B) allows for "Off-Premises Digital Display Sign Corridors. The construction of a new off-premises digital display sign or the relocation of an off-premises sign shall be permitted only within the Interstate 5 Freeway Digital Display Sign Corridor or the California State Route 60 Freeway Digital Display Sign Corridor."

On March 14, 2018, an email was received with an attached letter from Jordan Ferguson on behalf of Victor de La Cruz from Manatt Phelps Phillips. The issues raised are:

- Government Code section 65864, et esq., requiring an ordinance for the development agreement.
    - A draft Ordinance has been included for the Development Agreement
- Government Code section 545950, et seq., requiring the agenda to have a brief description of each item.
    - The City Council agenda includes an agenda item number, brief description of the item, and recommended action.
    - All notices have been prepared, published, mailed, and posted and

include location, description, and contact person

## FISCAL IMPACT

Becker Boards Small, LLC will pay an annual fee to the City throughout the term of the Agreement.

| Year | Annual Development Fee |
|---|---|
| 1-5 | $75,000 |
| 6-10 | $85,000 |
| 11-15 | $100,000 |
| 16-20 | $110,000 |

In addition there is a clause to ensure City-related advertising is displayed by the digital display owner. If not, then the digital display owner will pay the City $500 per day for a maximum of 10 days for not displaying the City-related advertising.

## SUMMARY

The City Council will consider adopting an ordinance to certify a Negative Declaration and approve a Development Agreement (DA01-18) between the City and Becker Boards Small, LLC for the construction of an off-site, digital billboard.

## ATTACHMENTS

A. Public Hearing Notice
B. Planning Commission Resolution
C. Initial Study and Negative Declaration
D. Draft Development Agreement
E. Email comments received

# NOTICE OF PUBLIC HEARING
## CITY OF MONTEBELLO CITY COUNCIL

### Development Agreement (DA01-18)

### 7101 TELEGRAPH ROAD

**Project Description:** A Development Agreement with Becker Boards to remove an existing single face static billboard and replace it with a new two faced digital billboard in compliance with the City's recently adopted municipal code ordinance amendment authorizing Off Premise Digital Displays. The proposed digital display sign will be located at 7101 Telegraph Road (APN 6354-024-015). The new pole will be 42' high to the base of the sign faces. The overall height will be approximately 60'. Each digital display face shall be 14' x 48'. A non-illuminated City Logo facing both directions on the I-5 shall be affixed to the digital display billboard. The maximum height of the digital display billboard shall not exceed 60' including all extensions. The term may be extended through a mutual agreed upon written extension.

**Zone:** M-2

**General Plan Designation:** Industrial

**Environmental:** The proposal is considered a "Project" and an Initial Study recommending a Negative Declaration has been prepared and posted.

**NOTICE IS HEREBY GIVEN** that the City of Montebello City Council will hold a public hearing on the said application. The meeting is scheduled on:

**Date:** Wednesday, March 14, 2018
**Time:** 6:30 p.m.
**Place:** City Hall Council Chambers
1600 W. Beverly Blvd.
Montebello, CA 90640

Any party interested in speaking may appear at the public hearing and comment on the project. Written comments may also be mailed or delivered to the City of Montebello City Clerk at the City Clerk Office, City of Montebello, 1600 W. Beverly Blvd., Montebello, CA 90640. If you challenge the matter in court, you may be limited to raising those issues you or someone else raised at the public hearing, or in written correspondence delivered to the City of Montebello at, or prior to, the public hearing.

For more information about the project please contact:

**Contact Person:** Matthew Feske
**Phone:** 323.887.1200
**Email:** mfeske@cityofmontebello.com
**Address:** City of Montebello, City Hall, Planning Division, 1600 W. Beverly Blvd, Montebello, CA 90640
**City Website:** www.cityofmontebello.com

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# COPY OF NOTICE

Notice Type: HRG NOTICE OF HEARING

Ad Description: Development Agreement (DA01-18) 7101 TELEGRAPH ROAD

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

03/01/2018

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

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EWA# 3104223

**NOTICE OF PUBLIC HEARING**
**CITY OF MONTEBELLO City Council**

**Development Agreement (DA01-18)**

**7101 TELEGRAPH ROAD**

**Project Description:** A Development Agreement with Becker Boards to remove an existing single face static billboard and replace it with a new two faced digital billboard in compliance with the City's recently adopted municipal code ordinance amendment authorizing Off Premise Digital Displays. The proposed digital display sign will be located at 7101 Telegraph Road (APN 6354-024-015). The new pole will be 42' high to the base of the sign faces. The overall height will be approximately 60'. Each digital display face shall be 14' x 48'. A non-illuminated City Logo facing both directions on the I-5 shall be affixed to the digital display billboard. The maximum height of the digital display billboard shall not exceed 60' including all extensions. The term may be extended through a mutual agreed upon written extension.

**Zone:** M-2

**General Plan Designation:** Industrial

**Environmental:** The proposal is considered a "Project" and an Initial Study recommending a Negative Declaration has been prepared and posted.

**NOTICE IS HEREBY GIVEN** that the City of Montebello City Council will hold a public hearing on the said application. The meeting is scheduled on:

**Date:** Wednesday, March 14, 2018
**Time:** 6:30 p.m.
**Place:** City Hall Council Chambers
1600 W. Beverly Blvd.
Montebello, CA 90640

Any party interested in speaking may appear at the public hearing and comment on the project. Written comments may also be mailed or delivered to the City of Montebello City Clerk at the City Clerk Office, City of Montebello, 1600 W. Beverly Blvd., Montebello, CA 90640. If you challenge the matter in court, you may be limited to raising those issues you or someone else raised at the public hearing, or in written correspondence delivered to the City of Montebello at, or prior to, the public hearing.

For more information about the project please contact:
**Contact Person:** Matthew Feske
**Phone:** 323.887.1200
**Email:** mfeske@cityofmontebello.com
**Address:** City of Montebello, City Hall, Planning Division, 1600 W. Beverly Blvd, Montebello, CA 90640
**City Website:**www.cityofmontebello.com
3/1/18
**EWA-3104223#**
**MONTEBELLO NEWS**

*A000004681931*

**RESOLUTION NO.**

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO RECOMMENDING THAT THE CITY COUNCIL ADOPT A NEGATIVE DECLARATION AND APPROVE AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (DA01-18) BETWEEN THE CITY OF MONTEBELLO AND BECKER BOARDS SMALL, LLC**

**WHEREAS**, the Califonria Legislature adopted the “Development Agreement Statute,” section 65864 of the Government Code, to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development;

**WHEREAS**, the City of Montebello is authorized pursuant to the Development Agreement Statute to enter into development agreements with persons having legal or equitable interests in real property for the purpose of establishing certainty for both the City and the owner of the development process;

**WHEREAS**, The Development Agreement Statute requires development agreements to be approved by an ordinance adopted by the City Council, and following public hearings conducted by the Planning Commission and the City Council;

**WHEREAS**, Chapter 17.62 of the Montebello Municipal Code (the “Sign Code”) authorizes the relocation, replacement, and/or construction of new “Off Premises Digitial Displays” within certain specified “freeway corridors” of the City, subject to specific development standards and the City’s approval of a development agreement with the proposed operator and/or owner of the digital display;

**WHEREAS**, Becker Boards Small, LLC and the City have negotiated a development agreement in the form attached as Exhibit “A” (“Development Agreement”) to “An Ordinance of the City Council of the City of Montebello Approving A Development Agreement (DA01-18) between the City of Montebello and Becker Boards Small, LLC,” as such ordinance is attached hereto this Resolution as Exhibit “A” (the “Ordinance”);

**WHEREAS**, the proposed Development Agreement would allow for the removal of an existing off-premise ~~single~~dual-faced static display billboard, upon property in which Becker Boards Small, LLC has a leasehold interested and is located at 7101 Telegraph Road (the "Property"), and replace~~ment~~ with a new off-premise d~~oubl~~uale~~e~~-faced digital display billboard as specifically described in the Development Agreement (the "Project");

**WHEREAS**, the Development Agreement (DA01-18) and Ordinance approving it are considered a “project” per the California Environmental Quality Act (“CEQA”); and

**WHEREAS**, an Initial Study and Negative Declaration (“Negative Declaration”) have been prepared in accordance with the requirements of CEQA, which analyzed the potential environmental impacts of the Project and found that the Project does not have the potential, and will not, resut in any significant environmental impacts; and

**WHEREAS**, a Notice of Intent to adopt the Negative Declaration was prepared and posted at the Los Angeles County Clerk Office on January 4, 2018, notifying the public of the public review period through February 5, 2018, and the Notice of Intent was further published and posted as required by law; and

**WHEREAS,** the Planning Commission has held a duly noticed public hearing on the Development Agreement, Ordinance, and the Negative Declaration, and has considered all public comments received thereon, staff reports, presentations, public testimony, and all other evidence presented during the public hearing on this matter.

**NOW, THEREFORE**, the Planning Commission of the City of Montebello hereby finds, declares, and resolves as follows:

**SECTION 1**. That, based upon staff reports, presentations, public testimony, and all other evidence presented during the public hearing on this matter, the Planning Commission finds that the foregoing recitals are true and correct and incorporated herein as a material part of this Resolution, and further makes the findings set forth below in this Resolution.

**SECTION 2.** On the basis of the whole record before it, the Planning Commission finds that the Negative Declaration reflects the independent judgment of the City of Montebello, and that there is no substantial evidence that the Development Agreement will have any impact on the environment, and recommends that the City Council approve and adopt the Negative Declaration, and make the following Mandatory Findings of Significance set forth in Section 15065 of the CEQA Guidelines:

a) The approval and subsequent implementation of the proposed Project will not have the potential to degrade the quality of the environment.

b) The approval and subsequent implementation of the proposed Project will not have the potential to achieve short-term goals to the disadvantage of long-term environmental goals.

c) The approval and subsequent implementation of the proposed Project will not have impacts that are individually limited, but cumulatively considerable, when considering planned or proposed development in the immediate vicinity.

d) The approval and subsequent implementation of the proposed Project will not have environmental effects that will adversely affect humans, either directly or indirectly.

e) The Initial Study indicated there is no evidence that the proposed Project will have any adverse effect on wildlife resources or the habitant upon which any wildlife depends.

**SECTION 3.** The Planning Commission hereby finds, and recommends that the City Council find, that the Development Agreement is consistent with the goals, policies, and implementation measures set forth in the City's General Plan, in that it: achieves the General Plan goals of formulating a plan that is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting, and sufficient areas of development; and achieves the General Plan policy that commerical development in the City be sited in appropriate locations according to need and that the City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable reveneus to the City.

**SECTION 4.** The Planning Commission, based on the environmental and land use findings set forth in this Resolution, and without making any findings concerning the fiscal or business components of the Development Agreement electing to defer such to the City Council, recommends that the City Council approve and adopt the Ordinance and Development Agreement.

**PASSED AND ADOPTED** this 6th day of February, 2018 by the following vote of the Planning Commission.

AYES: Commissioner(s):

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

__________________________________
Brissa Sotelo, Chair

ATTEST:

__________________________________
Matthew Feske
Secretary to the Planning Commission

ORIGINAL FILED

JAN 04 2018

LOS ANGELES, COUNTY CLERK

# NOTICE OF INTENT TO ADOPT
## NEGATIVE DECLARATION

# NOTICE OF PUBLIC HEARING
## CITY OF MONTEBELLO PLANNING COMMISSION

### Development Agreement
### 7101 Telegraph Road

**Project Description:** A Development Agreement with Becker Boards to remove an existing single face static billboard and replace it with a new two faced digital billboard in compliance with the City's recently adopted municipal code ordinance amendment authorizing Off Premise Digital Displays. The proposed digital display sign will be located at 7101 Telegraph Road (APN 6354-024-015). The new pole will be 42' high to the base of the sign faces. The overall height will be approximately 60'. Each digital display face shall be 14' x 48'. A non-illuminated City Logo facing both directions on the I-5 shall be affixed to the digital display billboard. The maximum height of the digital display billboard shall not exceed 60' including all extensions. The digital billboard may be lowered to improve visibility. The term of agreement for this Development Agreement shall remain in effect for 20 years from the date the new digital billboard becomes operational or until the permanent removal of the digital displays, whichever occurs first. The term may be extended through a mutual agreed upon written extension.

**Zone:** M-2 (Heavy Manufacturing)

**General Plan Designation:** IND (Industrial)

**Environmental:** An Initial Study recommending a Negative Declaration has been prepared and posted. The 20-day public review period for the Initial Study of Environmental Impacts and Negative Declaration begins January 4, 2018 and ends February 5, 2018. Comments on the project and the related documents may be received in writing during this period and orally at the public hearing.

**NOTICE IS HEREBY GIVEN** that the City of Montebello Planning Commission will hold a public hearing on the Initial Study, Negative Declaration and proposed applications. The meeting is scheduled on:

**Date:** Tuesday, February 6, 2018
**Time:** 6:30 p.m.
**Place:** City Hall Council Chambers
1600 W. Beverly Blvd.
Montebello, CA 90640

Any party interested in speaking may appear at the public hearing and comment on the project. Written comments may also be mailed or delivered to the City of Montebello Planning Commission at the Planning Division office address identified below. If you challenge the matter in court, you may be limited to raising those issues you or someone else raised at the public hearing, or in written correspondence delivered to the City of Montebello at, or prior to, the public hearing.

For more information about the project and the related environmental documentation please contact:

**Contact Person:** Camila Easland
**Phone:** 323.887.1200 **Fax:** 323.887.1488
**Email:** ceasland@cityofmontebello.com
**Address:** City of Montebello, City Hall, Planning Division, 1600 W. Beverly Blvd, Montebello, CA 90640
**City Website:** www.cityofmontebello.com

**CITY OF MONTEBELLO**
Planning and Community Development Department
1600 W. Beverly Boulevard
Montebello CA 90640
www.cityofmontebello.com

# INITIAL STUDY OF ENVIRONMENTAL IMPACTS
# ENVIRONMENTAL CHECKLIST FORM

1. Project Title:
   New off-premises Digital Billboard for Becker Billboards at 7101 E Telegraph Road
   AIN: 6354-024015

2. Lead Agency Name and Address:
   City of Montebello
   1600 West Beverly Boulevard
   Montebello, CA 90640

3. Contact Person and Phone Number:
   Camila Easland
   323-887-1200

4. Project Location:
   7101 E Telegraph Road
   Montebello, CA 90640

5. Project Sponsor's Name and Address:
   Becker Boards
   Joseph White, President
   4350 Camelback Road
   Phoenix, AZ. 85018

6. General Plan Designation:
   IND (Industrial)

1. Zoning:
   M-2 (Heavy Manufacturing)

2. Description of Project:

   The project consists in the conversion of an existing billboard to a dual faced digital billboard in compliance with the section 17.62.105 of Montebello Municipal Code (off-premises digital display signs). The proposed digital display sign will be on the existing pole, each digital display face shall be 14' x 48'. A small internally lit 'can sign' facing both directions on the I-5 with the "City of Montebello" name shall be affixed to the digital display billboard. The maximum height of the digital display billboard shall not exceed the current height of the existing billboard, 60' including all extensions. The digital billboard may be lowered to improve visibility.

   The digital billboard location is within the Interstate 5 Freeway Digital Display Corridor.
   The Developer shall install underground utilities for the new digital billboard, but may temporarily utilize above-ground utilities.

The term of agreement for this Development Agreement shall remain in effect for 10 years from the date the new digital billboard becomes operational or until the permanent removal of the digital displays, whichever occurs first. The term may be extended through a mutual agreed upon written extension.

To offset any impacts of the project, the developer shall pay an annual Development Fee. In addition, the Developer shall provide, free of charge to the City on a space available basis, advertising space for purposes of posting public service announcements and City-related advertising and announcements. Also, the Developer shall make available advertising space, free of charge for "Amber Alert" or other emergency messages. Furthermore, the Developer shall not utilize the new digital display billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs", adult entertainment businesses, "obscene matter", or any matter that is prohibited by any City ordinance.

Developer shall comply with all Development Standards in the City's Municipal Code, applicable NPDES requirements, and applicable Building and Fire Codes.

Developer shall comply with new digital billboard approval of the CalTrans Outdoor Advertising Division and maintain acceptable clearance from Southern California Edison distribution lines.

Developer shall comply with standards as adopted by the Outdoor Advertising Association of America (OAAA) including but not limited to, the 0.3 foot candle limitation over ambient light levels at 250 feet, and ensuring additional flexibility in reducing maximum light level standard given the lighting environment, the obligation to have automatic dimming capabilities and a contact person to respond to any reasonable complaints from the City (City Planning Manager or designee).

9. Surrounding Land Uses:

*Zoning*

| | |
|---|---|
| North: | M-2 (Heavy Manufacturing) |
| South: | I-5 Freeway and Industrial uses in the City of Commerce |
| East: | M-2 (Heavy Manufacturing) |
| West: | M-2 (Heavy Manufacturing) and Industrial uses in the City of Commerce |

*Land Use*

| | |
|---|---|
| North: | IND (Industrial) |
| South: | I-5 Freeway and Industrial in the City of Commerce |
| East: | IND (Industrial) |
| West: | IND (Industrial) |

10. Other agencies whose approval is required (e.g., permits, financing approval, or participation agreement):

CalTrans Outdoor Advertising Division

**Environmental Factors Potentially Affected:**
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

| | | | | | |
|---|---|---|---|---|---|
| | Aesthetics | | Agriculture Resources | | Air Quality |
| | Biological Resources | | Cultural Resources | | Geology/Soils |
| | Greenhouse Gas Emissions | | Hazardous & Hazardous Materials | | Hydrology/Water Quality |
| | Land Use/Planning | | Mineral Resources | | Noise |
| | Population | | Public Services | | Recreation |
| | Transportation/Traffic | | Utilities/Service Systems | | Mandatory Findings of Significance |

**Determination:**
On the basis of this initial evaluation:

| | |
|---|---|
| I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared. | X |
| I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared. | |
| I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required. | |
| I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed. | |
| I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required. | |

Prepared by:

_______________________________ _______________________

Camila Easland Date

**Evaluation of Environmental Impacts:**

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). Earlier analyses are discussed in Section XVII at the end of the checklist.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated. A source list should be attached and other sources used or individuals contacted should be cited in the discussion.

| | | | | |
|---|---|---|---|---|
| b. Conflict with existing zoning for agricultural use, or a Williamson Act contract? | | | | X |
| c. Involve other changes in the existing environment that, due to their location or nature, could result in conversion of Farmland to a non-agricultural use? | | | | X |

**Discussion:**
a. **No Impact.**
No Prime Farmland, Unique Farmland, or Farmland of Statewide Importance will be converted to a non-agricultural use because no farmland exists on-site and no farmland is within proximity to the subject site.

b. **No Impact.**
The proposed will not conflict with existing zoning for agricultural uses because the project site and surrounding area are not used for agricultural purposes and there is no conflict to the Williamson Act because no portion of the project site is within an agricultural zone.

c. **No Impact.**
The proposed is not located in or adjacent to any agricultural land.

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| **III. AIR QUALITY. Would the project:** | | | | |
| a. Conflict with or obstruct implementation of the applicable air quality plan? | | | X | |
| b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation? | | | X | |
| c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors? | | | X | |
| d. Expose sensitive receptors to substantial pollutant concentrations? | | | X | |
| e. Create objectionable odors affecting a substantial number of people? | | | X | |

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| I. **AESTHETICS. Would the project:** | | | | |
| a. Have a substantial adverse effect on a scenic vista? | | | | X |
| b. Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway? | | | | X |
| c. Substantially degrade the existing visual character or quality of the site and its surroundings? | | | | X |
| d. Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area? | | | X | |

**Discussion:**

a. **No Impact.**
The proposed development is not within a known or identified scenic vista.

b. **No Impact.**
There are no state or county scenic highways in the City of Montebello.

c. **No Impact.**
The proposed digital billboard will not degrade the existing visual character or quality of the site and its surroundings because it is located within the industrial area and is utilizing the existing billboard sign pole. The new digital sign faces are oriented toward the I-5 Freeway.

d. **Less Than Significant Impact.**
The proposed digital billboard will have lighting in conformance with CalTrans Outdoor Advertising Division, Outdoor Advertising Association of America (OAAA) and Montebello Municipal Code standards that minimize light and glare impacts. A photo metric study prepared by a city approved lighting engineer and visual simulations shall be provided as directed by the Planning Manager pursuant to MMC 17.62.105 D in order to obtain an Off-Premises Digital Display Sign Permit.

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| II. **AGRICULTURE RESOURCES. Would the project:** | | | | |
| a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to a non-agricultural use? | | | | X |

**Discussion:**

a – c **Less than Significant.**

The City of Montebello is located within the South Coast Air Basin (Basin). The South Coast Air Quality Management District (SCAQMD) develops and implements the Air Quality Management programs and guidelines for the Basin. In addition, the SCAQMD monitors air quality at various points throughout the Basin and sets thresholds for construction and operational phase activities. These construction and operational phase thresholds assist in compliance with the state and federal ambient air quality standards by identifying those projects that would result in significant levels of air pollution.

The proposed, in and of itself, will not pose a significant impact to air quality threshold standards. Potential temporary impacts may result during the construction of the project, although the project does not involve substantial new construction, the under grounding of utilities could have minimal impacts. These impacts will be reduced to less than significant by the standard measures taken to lessen any potential construction related impacts to air quality that will include: watering all unpaved demolition and construction on the site at least twice a day to reduce dust emissions; all materials transferred offsite shall be watered sufficiently and a minimum of two feet distance between the top of the trailer and the top of the material; street sweeping shall be initiated if visible dust is deposited upon public paved roadways due to the project; and general contractors shall maintain and operate construction equipment so as to minimize exhaust emissions. In addition, site preparation and construction activities, the soils that underlie the subject area may be turned over and pushed around, exposing the soil to wind erosion and dust by onsite operating equipment. Emissions caused by these activities are not likely to exceed South Coast Air Quality Management District (SCAQMD) daily and quarterly significance thresholds. Furthermore, the impacts are temporary and short-term in nature and would cease upon completion of the construction.

Based on the evidence mentioned in the previous paragraph and the an evaluation of the *SCAQMD's CEQA Air Quality Handbook*, the proposed will not result in any conflict with or cause an obstruction of the objectives or implementation of the SCAQMD Air Quality Management Plan.

d. **Less Than Significant.**

Sensitive receptors will not be exposed to substantial pollutants concentrations once construction is complete and the construction impacts are temporary.

e. **Less Than Significant.**

The proposed will not create additional odors once construction is compete and on a continuing basis however, during construction activities additional odors from the use of various gasoline or diesel powered equipment that would emit exhaust fumes may occur and these impacts are considered short-term and temporary.

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| **IV. BIOLOGICAL RESOURCES. Would the project:** | | | | |
| a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | | | | X |
| b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | | | | X |

| | | | | |
|---|---|---|---|---|
| c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | | | | X |
| d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? | | | | X |
| e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? | | | | X |
| f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation? | | | | X |

**Discussion:**

a. - f. **No Impact.**

The proposed is located in a developed, urbanized area that has been developed with industrial land uses. The subject site contains no known or suspected candidate, sensitive or special status species that has been identified on the subject site. The proposed project will not have a significant adverse effect on any riparian habitat or sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. There are not any federally protected wetlands as defined by Section 404 of the *Clean Water Act* on the subject site or in the vicinity. Further the proposed would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. Moreover, the proposed will not conflict with any local policies or ordinances protecting biological resources, provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation.

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| **V. CULTURAL RESOURCES. Would the project:** | | | | |
| a. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5? | | | | X |
| b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? | | | | X |
| c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | | | | X |

| | | | | |
|---|---|---|---|---|
| d. Disturb any human remains, including those interred outside of formal cemeteries? | | | | X |

**Discussion:**

a. **No Impact**
The proposed will not have any impacts on historic resources as defined by CEQA section 15064.5 because the project area is not listed in any register of historical resources, nor does the area contain any structures with distinctive characteristics of a region or period and subject site is already developed with a residential building which is not considered historically significant.

b. **No Impact**
The proposed will not have any impacts on archaeological significance as defined by CEQA section 15064.5 because the project area is not listed in any register of historical resources, nor does the area contain any structures with distinctive characteristics of a region or period and the site is already fully developed.

c. **No Impact**
The proposed is not known to contain any unique paleontological or geological resources.

d. **No Impact**
The proposed will not disturb any human remains because it is not in or outside of a known cemetery.

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| **VI. GEOLOGY AND SOILS. Would the project:** | | | | |
| a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving (see items i through iv below): | | | X | |
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault zoning Map issued by the State Geologist for the area based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | | | X | |
| ii) Strong seismic ground shaking? | | | | X |
| iii) Seismic-related ground failure, including liquefaction? | | | | X |
| iv) Landslides? | | | | X |
| b. Result in substantial soil erosion or the loss of topsoil? | | | | X |
| c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off- site landslide, lateral spreading, subsidence, liquefaction or collapse? | | | | X |

| | | | | |
|---|---|---|---|---|
| d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? | | | | X |

**Discussion:**

a.i – ii **Less than Significant**

The proposed is not located within the Alquist Priolo Special Studies Earthquake Fault zone. However, Southern California has numerous active and potentially active faults, which could affect the project area. The level of risk at the project site is not greater than anticipated for the region. All grading and construction activities as necessary for the project would be completed in compliance with the appropriate code requirements.

a.iii – iv **No Impact**

The proposed is located within an area having a very low potential for liquefaction because of the area's subsurface geology and its geohydrogeology and site topography is generally level and no hillsides are found in the immediate area.

b. **No Impact**

The proposed will not result in additional wind or water soil erosion because all grading activities will be completed in compliance with the City's requirements to control earth movement.

c. **No Impact**

The proposed is located in an area that is not considered to be located on an unstable geologic unit. The likelihood for collapse or liquefaction is negligible and a geotechnical report will be reviewed and approved by the City prior to the issuance of any grading or building permits.

d. **No Impact**

The issuance of building permits shall be required to ensure that the provisions of the Uniform Building Code, California Building Code, and the Structural Engineers Association of California guidelines are complied with.

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| **VII. GREENHOUSE GAS EMISSIONS. Would the project:** | | | | |
| a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? | | | | X |
| b. Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases? | | | | X |

**Discussion:**

a. **No Impacts.** The diesel emissions from construction vehicles will contribute to GHGs, but this impact is temporary and will not be a significant impact beyond the temporary impact.

b. **No Impacts.** The proposed will not conflict any applicable plan, policy or regulation adopted for the purpose of reducing GHG emissions. The project is consistent with the General Plan and Zoning Code and is not a use that is a significant source generator of GHG emissions. The project will not conflict with AB 32 and the ARB Scoping Plan: http://www.arb.ca.gov/cc/scopingplan/scopingplan.htm; therefore, there will be no impacts related to conflict with applicable plans.

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| **VII. HAZARDS AND HAZARDOUS MATERIALS. Would the project:** | | | | |
| a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? | | | | X |
| b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | | | | X |
| c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | | | | X |
| d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? | | | | X |
| e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? | | | | X |
| f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? | | | | X |
| g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | | | | X |
| h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? | | | | X |

**Discussion:**

a.- h. <u>**No Impact.**</u> The proposed will not allow for any chemicals or hazardous substances. The proposed is not located on a hazardous materials site identified by the Government Code Section 65962.5 and will have no environmental effect on the surrounding schools or surrounding properties.

The proposed is not located in an airport land use plan or a private strip. The further development of this property will not interfere physically or with the implementation of an adopted emergency response or evacuation plan. The subject site is surrounded by institutional, residential, and industrial type uses. There is not a significant risk that the facility will expose people or structures to wildfires.

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| VIII. HYDROLOGY AND WATER QUALITY. Would the project: | | | | |
| a. Violate any water quality standards or waste discharge requirements? | | | | X |
| b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? | | | | X |
| c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site? | | | | X |
| d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site? | | | | X |
| e. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff? | | | | X |
| f. Otherwise substantially degrade water quality? | | | | X |
| g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? | | | | X |
| h. Place within a 100-year flood hazard area structures that would impede or redirect flood flows? | | | | X |
| i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? | | | | X |
| j. Inundation of seiche, tsunami, or mudflow? | | | | X |

**Discussion:**

a.-b.and f. **No Impact.**

Montebello is within the greater Los Angeles River watershed and is served by five different water purveyors. The suppliers are all within the jurisdiction of the Los Angeles RWQCB. The Los Angeles Regional Water Quality Control Boards (RWQCBs) adopted the water quality objectives in its Stormwater Quality Management Plan (SQMP) in accordance with the State and Federal guidelines. The SQMP is designed to ensure stormwater achieves compliance with receiving water limitations. Thus, stormwater generated by a development that complies with the SQMP does not exceed the limitations of receiving waters, and thus does not exceed water quality standards.

To achieve compliance with these regulations, developments are required to provide plans that demonstrate compliance with the National Pollutant Discharge Elimination System (NPDES) and Urban Storm Water Mitigation Plan (USWMP). Furthermore, the proposed will not be a point source generator of water pollutants, and thus, no quantifiable water quality standards apply to the project. As an urban development, the proposed will add typical, urban, nonpoint-source pollutants to storm water runoff. However, these pollutants are within the County-wide thresholds permit, and would not exceed any receiving water limitations. Compliance with these regulations would ensure that the proposed project would not violate any water quality standards or waste discharge requirements, and would have not related significant impacts.

c. - e. **No Impact.**

As a Condition of Approval for the proposed construction, a grading and drainage plan will be required that would comply with the Montebello Municipal Code. Additionally, an NPDES Project Evaluation Form, Stormwater Pollution Prevention Plan (SWPPP), and an Urban Storm Water Mitigation Plan, in accordance with *California Storm Water Best Management Practice Handbook, Construction Activity*, will be required to be submitted prior to approval of the construction plans. There are no streams or waterways on the subject site.

g. and h. **No Impact.**

The proposed is not located within a flood hazard area as defined by FEMA.

i. **No Impact.**

The proposed will not expose people or pose a risk of injury or death involving flooding because the project site is not located within a designated flood area. In addition, the FEMA map indicates that the subject site is in Flood Zone X, an area determined to be outside of the 100-year flood plan.

j. **No Impact.**

The proposed is not subject to inundation of seiche or tsunami due to its distance from large bodies of water and the ocean. Furthermore, the site is not susceptible to mudflow.

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| **IX. LAND USE AND PLANNING. Would the project:** | | | | |
| a. Physically divide an established community? | | | | X |
| b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? | | | | X |
| c. Conflict with any applicable habitat conservation plan or natural community conservation plan? | | | | X |

Discussion:
a.-b. **No Impact.**
The proposed is located in an urbanized area surrounded by industrial type uses. The *Montebello General Plan* designates the subject site as IND (Industrial). The zoning designation for the subject parcel is M-2 (Heavy Manufacturing). The site it is within 200' of the I-5 Freeway and suitable for an off-premise digital billboard per the MMC.

c. **No Impact.**
There are no habitat conservation plans or natural community conservation plans applicable to the proposed.

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| **X. MINERAL RESOURCES. Would the project:** | | | | |
| a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? | | | | X |
| b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | | | | X |

Discussion:
a. - b. **No Impact.**
The proposed is located in a developed urbanized area and has been developed with industrial use for many years and does not contain any known mineral resources that will be of value to the region and the residents of the State as a whole.

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| **XI. NOISE. Would the project result in:** | | | | |
| a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | | | | X |
| b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? | | | | X |
| c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? | | | | X |
| d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? | | | | X |

| | | | | |
|---|---|---|---|---|
| e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | | | | X |
| f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? | | | | X |

**Discussion:**

a. – d. **Less than Significant Impact.**
The proposed is located in a developed, urbanized area that has been developed with industrial use for many years. Development of the project may result in potential noise and vibration impacts during construction, but these impacts are temporary and will not remain once construction is completed. During construction, city regulations will be adhered to, related to permitted hours of construction.

e. and f. **No Impact.**
The proposed is not located within an airport land use, within two miles of an airport, or within the vicinity of a private airstrip.

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| **XII. POPULATION AND HOUSING. Would the project:** | | | | |
| a. Induce substantial population growth in an area, either directly (for example, b proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? | | | | X |
| b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? | | | | X |
| c. Displace substantial number of people, necessitating the construction of replacement housing elsewhere? | | | | X |

**Discussion:**

a.-c. **No Impact.**
The proposed project does not involve residential development since it is solely for a new digital billboard within the industrial area.

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|

| XIII. PUBLIC SERVICES. | | | | |
|---|---|---|---|---|
| a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: | | | | |
| Fire protection? | | | | X |
| Police protection? | | | | X |
| Schools? | | | | X |
| Parks? | | | | X |
| Other public facilities? | | | | X |

**Discussion:**

a. Fire Protection, Police Protection, Schools, and Parks and other Public Facilities: The proposed project is solely for a new digital billboard within the industrial area. It will not increase the demand for public services.The proposed will not result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, or a need for new or physically altered governmental facilities in order to provide acceptable service or other performance objectives for any of the public services and is negligible.

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| XIV. RECREATION. | | | | |
| a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | | | | X |
| b. Does the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment? | | | | X |

**Discussion:**

a. and b. **No Impact.**

The proposed project is solely for a new digital billboard within the industrial area. It will not increase the demand for parks or recreational facilities.

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| **XV. TRANSPORTATION/TRAFFIC. Would the project:** | | | | |
| a. Cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio or roads, or congestion at intersections)? | | | | X |
| b. Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways? | | | | X |
| c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? | | | | X |
| d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | | | | X |
| e. Result in inadequate emergency access? | | | | X |
| f. Result in inadequate parking capacity? | | | | X |
| g. Conflict with adopted policies, plans, or program supporting alternative transportation (e.g., bus, turnouts, bicycle racks)? | | | | X |

Discussion:

a. -g. <u>No Impact.</u>
The proposed project is solely for a new digital billboard and will not result in increased traffic, air traffic, impact on emergency access, parking, or conflict with alternative transportation policies, plans or programs. The proposed is not located within an airport land use plan or within two miles of a public airport or public use airport.

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| XVI. UTILITIES AND SERVICE SYSTEMS. Would the project: | | | | |
| a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? | | | | X |
| b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing significant environmental effects? | | | | X |
| c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | | | | X |
| d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? | | | | X |
| e. Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments? | | | | X |
| f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? | | | | X |
| g. Comply with federal, state, and local statutes and regulations related to solid waste? | | | | X |

**Discussion:**

a.-g. **No Impact**

The proposed project is solely a new digital billboard. It will not create the need for any wastewater, water, storm water or solid waste utilities or services.

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| XVII. MANDATORY FINDINGS OF SIGNIFICANCE | | | | |
| a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the | | | | X |

| | | | | |
|---|---|---|---|---|
| major periods of California history or prehistory? | | | | |
| b. Does the project have impacts that are individually limited, but cumulatively considerable" ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? | | | | X |
| c. Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly? | | | | X |

**Discussion:**

a. <u>**NO IMPACT**</u>

The proposed is located in a developed urbanized industrial area along Telegraph Road which is a major thoroughfare in the City of Montebello. The project site has been developed with industrial uses for many years. All of the surrounding properties are developed with industrial uses. The proposed will not degrade the appearance of the surrounding built out environment. The proposed will be located on a property that is developed, the proposed will not reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory. The subject property contains no known or suspected candidate, sensitive, or special status species identified on the subject property. The project would not have a significant adverse effect on any riparian habitat or sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. There are not any federally protected wetlands as defined by Section 404 of the Clean Water Act on the subject site or in the vicinity. Building construction on this site would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. The project would not conflict with any local policies or ordinances protecting biological resources, nor would it conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation.

b. <u>**NO IMPACT**</u>

The proposed will not cause impacts that are cumulatively considerable after taking into account all other existing and/or proposed projects. Therefore, the project does not have a Mandatory Finding of Significance due to cumulative impacts.

c. <u>**NO IMPACT**</u>

The project consists of a new 2 sided digital billboard to replace a 2 sided static display billboard on the same support structure pole on private property in the industrial area along Telegraph Road facing the I-5 Freeway. As evidenced in this Initial Study, the proposed project may cause some less than significant impacts. The less than significant impacts caused are not enough to cause adverse effects to the environment or humans. Standard conditions of approval and terms of the Development Agreement DA1-16 will further reduce any impact to below Less Than Significant Impact.

## INITIAL STUDY REFERENCE DOCUMENTS


1. CEQA Air Quality Handbook, South Coast Air Quality Management District, revised 1993
2. FEMA Flood Insurance Rate Map, City of Montebello, Community Panel Number 060141-0002C, Panel 2 of 2, January 2002
3. City of Montebello General Plan
4. Montebello Municipal Code

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

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

Space above this line reserved for recorder's use
[Exempt From Recording Fee Per Gov. Code §6103]

**DEVELOPMENT AGREEMENT NO. 3158**

This Development Agreement (hereinafter "Agreement") is entered into by and between the CITY OF MONTEBELLO (hereinafter "City") and BECKER BOARDS SMALL, L.L.C., an Arizona limited liability company (hereinafter "Developer").

A. California Government Code Sections 65864, *et seq.*, ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning, and identifying the economic costs of such development.

B. Developer has a leasehold interest in that certain portion of real property, located at 7101 Telegraph Road in the City of Montebello, Assessor Parcel Number6354-02-4015, as more specifically described in Exhibit "A" (the "Site") upon which the property owner will remove the 14' x 48' static billboard with a new double-faced 14' x 48' digital billboard sign, as sign is described in Exhibit "B", along with the site plan and conceptual rendering of the sign as shown in Exhibit "B-1" hereto, to be oriented toward the I-5 Freeway ("New Digital Billboard").

C. City and Developer agree and acknowledge that the outdoor advertising sign relocation contemplated herein complies with, and serves the purposes enumerated in, California Business & Professions Code Sections 5200 *et seq.* (the "California Outdoor Advertising Act"), including, but not limited to, Sections 5412 and 5443.5.

D. In exchange for the approvals sought to convert the existing single face static display to the New Digital Billboard, as described above, Developer has offered to:

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.6 below, for the cost to the City to ameliorate the impact of the installation of the digital sign panels on the New Digital Billboard; and

2. Provide advertising space free of charge to City on a space available basis as further described below.

E. The Site is located within the City's M-2 Light Industrial Zone, and designated by the General Plan as Industrial, and is also located within the "Interstate 5 Freeway Digital Display Sign

Corridor", as defined per Montebello Municipal Code ("MMC") Section 17.62.105(B)(1), and regulated by MMC Section 17.62.105, "Off Premise Digital Display Signs," which is incorporated by reference into this Agreement and attached as Exhibit "D".

F. Developer and City agree that a development agreement should be approved and adopted to memorialize the expectations of City and Developer as more particularly described herein.

G. On ____________, 2016, the City Council of the City, pursuant to Government Code sections 65867 and 65867.5 and other applicable law, held a duly noticed public hearing to consider the approval of this Agreement and, after hearing public testimony thereon, considered the proposal and introduced Ordinance No. __________.

H. The City Council has found that: this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives, including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and limited new displays.

I. On ____________, 2018, the City Council held the second reading of Ordinance No.-________, thereby approving this Agreement.

J. City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No. _____ of the City Council have been duly and regularly taken.

K. In exchange for the benefits to the City described in the Agreement, together with other public benefits that will result from the development of the Project (as defined below), Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with Land Use Regulations (as defined below), and therefore desires to enter into this Agreement.

**COVENANTS**

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter container and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. This Agreement uses a number of terms having specific meanings, as defined below. These specifically defined terms are distinguished by having the initial letter capitalized when used in the Agreement. In addition to the terms defined in the Recitals above and elsewhere in this Agreement, the defined terms include the following:

1.1.1 "I-5 Freeway Site Lease" means the lease agreement by and between Developer and Sauli Investments , LTP, a California Limited Partnership, the owner of the Site.

1.1.2 "Agreement" means this Development Agreement and all attachments and Exhibits hereto.

1.1.3 "City" means the City of Montebello, a California municipal corporation.

1.1.4 "City Council" means the City Council of the City.

1.1.5 "Developer" means Becker Boards Small, L.L.C., an Arizona limited liability company duly existing and operating, and its successors and assigns, doing business at 4234 E. Indian School, Phoenix, AZ 85018.

1.1.6 "Development Approvals" means any and all permits and approvals which may be required by City, affected utility agencies, or any governmental agency for the construction and/or operation of the Project by Developer pursuant to the Scope of Development, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA") and from the California Department of Transportation ("Caltrans").

1.1.7 "Effective Date" is when the Agreement is signed by both the Developer and City and when the Agreement is approved by Ordinance No. __________, but shall be no sooner than 30 days following approval of this Agreement by Ordinance No. _______, and after expiration of all applicable appeals periods.

1.1.8 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of City, including, but not limited to, the City's General Plan, Municipal Code and Zoning Code, which govern development and use of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of the New Digital Billboard, the provisions for reservation or dedication of land of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Site which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement. Land Use Regulations shall also include NPDES regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

1.1.9 "Mortgagee" means a mortgage of a mortgage, a beneficiary under a deed of trust or any other security-device, including each of their respective successors and assigns.

1.1.10 "New Digital Billboard" means the new double-faced digital sign, as described in Exhibit "B" hereto, oriented toward the I-5 Freeway and located on the Site, and a relocation of an existing lawfully permitted double-faced 14 x 48 foot static display from the Site.

1.1.11 "Operational" means the New Digital Billboard is capable, legally and functionally, of displaying advertising on the digital displays with a permanent source of power.

1.1.12 "Project" means the complete removal of the existing static billboard structure currently located on the Site, and the construction and installation of the New Digital Billboard sign and structure, and includes the installation of any new utilities necessary for the operation of the New Digital Billboard, and the operation and maintenance of the New Digital Billboard on the Site, all in accordance with the Development Approvals and this Agreement, including the Scope of Development attached hereto as Exhibit "B", and the Schedule of Performance attached hereto as Exhibit "C".

1.1.13 "Schedule of Performance" means the Schedule of Performance attached hereto as Exhibit "C" and incorporated herein.

1.1.14 "Scope of Development" means the Scope of Development attached hereto as Exhibit "B" and incorporated herein.

1.1.15 "Subsequent Land Use Regulations" means any Land Use Regulations effective after the Effective Date of this Agreement (whether adopted prior to or after the Effective Date of this Agreement) which governs development and use of the Project and/or the Site.

1.1.16 "Subsequent Development Approvals" means any and all permits and approvals which may be required by City, affected utility, or any other governmental agency for repair, maintenance, construction, reconstruction, enhancement, development, operation, or other work to be performed by Developer, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA"), that occurs after the Project has been constructed and become operational. Consistent with the Outdoor Advertising Act (Bus. & Profs. Code, § 5200 et seq.), the performance of customary maintenance does not require local approvals.

1.1.17 "Term" shall have the meaning provided in Section 2.4, unless earlier terminated as provide in this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of this Agreement: Exhibit "A" (Legal Description of Site), Exhibit "B" Scope of Development, Exhibit "C" (Schedule of Performance), and Exhibit "D" (Montebello Municipal Code Section 17.62.105 B1 "Off Premises Digital Display Sign Corridors").

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Site, the Project, or the New Digital Billboard, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement; provided, however, that nothing in this Agreement shall be deemed or construed (i) to modify or amend the I-5 Freeway Site Lease, or any of Developer's obligations thereunder; (ii) bind or restrict the owner of the Site with respect to its ownership or operation of the Site; or (iii) to impose any obligation whatsoever on the owner of the Site, including without limitation any obligation with respect to the Project, except as expressly set forth in this Agreement.

2.2 Interest in the Site. City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and thus is qualified to enter into and be a party to this Agreement under California Government Code 65864 *et. seq.* Additionally, prior to the execution of this Agreement, the City has received a signed and notarized letter of authorization from the Site owner confirming that Developer has a leasehold interest in the Site ("Site Lease"), which interest shall be maintained for the entire Term of this Agreement, unless otherwise terminated in accordance with the terms of the Site Lease. If Developer's leasehold interest is prematurely terminated by the owner of the Site, then Developer shall have no further obligations under Section 3.2 4 or Exhibit "B" of this Agreement relative to the construction or maintenance of the sign thereon, including but not limited to any payments under Section 2.6 or elsewhere hereunder. Additionally, if Developer's leasehold interest is prematurely terminated by owner of the Site, then this Agreement shall be terminated and Developer shall have not further obligations under this Agreement, except as provided under Section 4.1 with respect to Developer's responsibility to remove the New Digital Billboard.

2.3 No Assignment. Except as set forth herein, neither party may sublet, assign or otherwise transfer this Agreement, or any interest herein, either voluntarily or by operation of law, without the other party's prior written consent, which the other party shall not unreasonably withhold, condition, or delay. Notwithstanding the above, the consent of City shall not be required: (a) for Developer to assign its rights and duties under this Agreement to any type of legal entity, including but not limited to a limited liability company, corporation, or limited partnership, controlling, controlled by or under common control with Developer (or any or all of its members) or to any entity that acquires a majority of Developer's assets; or (b) in the event any such entity to which this Agreement has been so assigned thereafter merges with another company, reorganizes its stock, or undergoes a similar corporate restructuring, changes ownership or sells any of its assets or stock. Any security posted by Developer may be substituted by the assignee or transferee. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

2.4 Term of Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of: (a) twenty (20) years after the date of the New Digital Billboard becomes Operational; or (b) the earlier termination of this Agreement and Site Lease and the permanent removal of the New Digital Billboard constructed pursuant to the terms hereof. If one digital face is removed permanently and replaced with a static face, then this Agreement will remain in full force and effect as to the second digital face and the annual Development Fee under Section 2.6 shall be reduced to one-half of such payments accordingly. The parties may extend the Term of this Agreement through the execution of a written amendment hereto and upon the terms and conditions mutually agreed upon by the parties. Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. The term of this Agreement supersedes any amortization period that may apply under the Montebello Municipal Code as to any non-conformity as applied to the Site.

2.5 Processing Fee. Upon submission of its application for the Project approvals, Developer will pay to City a processing ("Processing Fee") in the amount of Twenty Thousand Dollars ($20,000). This fee is in addition to the payment of customary building plan check or building permit fees. The City shall retain and use the Processing Fee, or any part thereof, for payment of any and all standard fees applicable for the necessary City review, evaluation, and analysis pertaining to the New Digital Billboard, including, but not limited to, legal fees and feasibility analysis incurred by the City in negotiation and preparation of this Agreement. Additionally, to the extent that the Processing Fee is insufficient to cover the entirety of the City's legal fees pertaining to the preparation and negotiation of this Agreement, the City shall provide Developer with a final invoice of legal fees incurred by the City, and Developer shall pay City any outstanding balance of such fees to the extent they are reasonably incurred.

2.6 Development Fee. The potential impact of the Project on the City and surrounding community are difficult to identify and calculate. Developer and City agree that an annual development fee paid by Developer to City would adequately ameliorate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee to City, ("Development Fee"), payable in monthly installments, with the first installment due within thirty (30) days after the New Digital Billboard becomes Operational (the "Commencement Date"), and within thirty (30) days of the year anniversary of such Commencement Date throughout the Term of this Agreement, as follows:

| Year | Annual Development Fee |
|---|---|
| 1-5 | $75,000 |
| 6-10 | $85,000 |
| 11-15 | $100,000 |
| 16-20 | $110,000 |

2.7 Developer shall notify the City in writing when the New Digital Billboard becomes Operational for the purpose of determining the Commencement Date. The City's issuance of a building permit shall not be unreasonably withheld, provided the issuance of a building permit is done in compliance with the terms of this Agreement and said permit is issued in full compliance with applicable building codes and standards.

2.8 Community Benefits. Developer shall also provide the following community benefits during the entire Term of this Agreement:

2.8.1 City's Use of Digital Sign. Developer shall also provide, free of charge to City on a space available basis, advertising space on the New Digital Billboard for purposes of posting public service announcements and City-related advertising or announcements ("City Messages"). The City shall submit all proposed copy of City messages to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.8.3, the City shall notify the Developer in writing not less than 30 calendar days prior to a requested display date. All proposed copy shall be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer to approve or disapprove copy and remove copy once posted or displayed. City represents and warrants that all copy, content, and materials supplied by City to Developer for display under this Agreement: (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (v) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party. Any content provided by City shall be owned and belong exclusively to the City, and Developer shall not reproduce, sell, or give away any such content without the advance written consent of the City. It is expressly understood and agreed that, absent approval from Developer, City Messages shall not include any names, logos or marks associated with any third-party non-governmental person or entity, or any products or services associated with any third-party non-governmental person or entity.

2.8.1.1 Penalty Fee. Should the developer or owner of the off-premise digital billboard not display the City advertisement, the developer or owner of the off-premise digital billboard shall pay to the City $500 per day for a maximum of 10 days on an annual basis. This will ensure City advertisement is displayed.

2.8.2 Indemnification for City Messages. The City shall, and hereby does agree to, indemnify, defend and hold harmless Developer for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with any third party allegation that any portion of any City Message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include Developer's lost profits or consequential damages or any similar right, of any third party.

2.8.3 Public Service Messages. During the entire Term of this Agreement and any extension, Developer shall make advertising space on the New Digital Billboard available to the appropriate agencies for the purposed of displaying "Amber Alert" or other emergency messages, at no cost, and in accordance with local and regional emergency protocols.

2.9 Prohibited Use. Developer shall not utilize the New Digital Billboard to advertise tobacco, hashish, "gentlemen's clubs", adult entertainment businesses, "obscene matter", as that term is defined in California Penal Code section 311, or any matter that is prohibited by any City ordinance existing as of the Effective Date of this Agreement or as may be amended or implemented from time-to-time after the Effective Date and equally-applicable to all billboard displays. In addition, the Developer shall at all times comply with Article 7 § 5402 of Outdoor Advertising Act from the Business and Professions Code. Developer shall immediately remove any prohibited content upon notice from the City. If there is a dispute between Developer and City as to whether any such content is prohibited, Developer shall remove the disputed content until the dispute is resolved.

3. DEVELOPMENT AND IMPLEMENTATION OF THE PROJECT.

3.1 Vested Right to Develop The Site. Developer shall have the right to develop the Project on the Site in accordance with, and to the extent of, the Development Approvals, the Subsequent Development Approvals, and this Agreement pursuant to the Land Use Regulations including, without limitation, Developer's vested right to develop the Project on the Site; provided that nothing in this Agreement shall be deemed to modify or amend the I-5 Freeway Site Lease. In the event of any conflict or inconsistency between (i) the Agreement, any Project conditions of approval, and terms for issuance of a Project-related building permit, and (ii) the Land Use Regulations, this Agreement and any Project conditions of approval, and terms for issuance of a Project-related building permit shall prevail and control.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement: the rules, regulations and official policies governing permitted uses of the Site; the density and intensity and use of the Site; the maximum height, bulk, and size of proposed structures; the general location of public utilities; the design, and improvement and construction standards and specifications applicable to development of the Site; and other terms and conditions of development applicable to the Project, are set forth in the Land Use Regulations which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.

3.3 Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured all necessary Development Approvals. Not by way of limiting the foregoing, in developing and constructing the Project, developer shall comply with all (1) applicable development standards in City's Municipal Code, (2) applicable NPDES requirements pertaining to the Project, (3) all applicable building and fire codes, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

3.4 Timing of Development. Developer shall commence the project within the time set forth in the Schedule of Performance, attached hereto as Exhibit "C". "Commencement" of the Project is defined herein as commencement of construction or improvements under the building permit for the construction of the New Digital Billboard on the Site within a reasonable time following Developer's receipt of Development Approvals. In the event that Developer fails to meet the schedule for Commencement of the Project, and after compliance with section 5.3, either party hereto may terminate this Agreement by delivering written notice to the other party, and, in the event of such termination, neither party shall have any further obligation hereunder. However, if circumstances within the scope of Section 9.10 delay the commencement or completion of the Project or any other task set forth in "Exhibit C", it would not constitute default or grounds for any termination rights found within this Development Agreement. In such case, the timeline to commence or complete relevant task shall be extended in the manner set forth at Section 9.10. Notwithstanding the above, Developer shall, at all times, comply with all other obligations set forth in this Agreement regarding the construction or improvement of New Digital Billboard on the Site.

3.5 The purpose of this Agreement is to set forth the rules and regulations applicable to the Project, which shall be accomplished in accordance with this Agreement, including the Scope of Development (Exhibit "B") which sets forth a description of the Project and the Schedule of Performance (Exhibit "C").

3.6 Changes and Amendments. Developer may determine that changes to the Agreement are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Agreement to effectuate such change(s).

The Parties acknowledge that City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers, and the City must comply with Paragraph 9.18 of this Agreement. Accordingly, under no circumstance shall City be obligated in any manner to approve any amendment to the Agreement. Notwithstanding the foregoing, the City Manager shall be authorized, with the written consent of Developer, to approve any non-substantive amendment to the Agreement without processing a formal amendment to this Agreement. All other amendments shall require the approval of the City Council. The parties acknowledge that any extension of the Term for no more than twenty-four (24) months total is an example of a non-substantive change, which the City Manager, in his or her sole discretion, may approve in writing. Nothing herein shall cause Developer to be in default if it upgrades the digital display installed pursuant to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and ensure that such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement and the Land Use Regulations.

3.7 Reservation of Authority.

3.7.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Site:

(a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals to the extent such fees are assessed on a City-wide basis.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports, recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior to written notice.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit for development of the New Digital Billboard on the Site. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(d) Regulations that are not in conflict with the Development Approvals of this Agreement, and do not (1) reduce the size of the Project as permitted under the Land Use Regulations; (2) interfere with the operation of the New Digital Billboard as permitted under the Land Use Regulations; (3) change the land use designation or permitted or conditionally permitted use of the Site as described in the Land Use Regulations; (4) require the issuance of permits, approvals or entitlements by City other than those required under the Existing Land Use

Regulations; or (5) materially limit the processing or procuring of applications and approvals of Subsequent Development Approvals.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development of the Site.

(f) Applicable Federal, State, County, and multi-jurisdictional law and regulations which City is required to enforce as against the Site and that do not have an exception for existing signs or legal nonconforming uses.

3.7.2 Future Discretion of City. This Agreement shall not prevent City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Land Use Regulations.

3.7.3 Modification or Suspension by Federal or State Law. In the event that applicable federal or state laws or regulations enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, and there is no exception for the legal nonconforming use, each party shall provide the other party with written notice of such state or federal law or regulations, a copy of such law or regulations, and a statement concerning the conflict with the provisions of this Agreement. The parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement so as to comply with such state or federal law or regulation. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. Notwithstanding the foregoing, if such change hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.8 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by City may possess authority to regulate aspects of the development of the Site as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, State and local laws and regulations applicable to the New Digital Billboard and Site that do not have an exception for a legal nonconforming use. To the extent such other public agencies preclude development or maintenance of the Project and that do not have an Agreement except as provided in Section 4.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.9 Public Improvements. Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals to require Developer to pay any required development fees, and/or to construct the required public infrastructure ("Exactions") at such time as City shall determine subject to the following conditions.

3.9.1 The payment or construction must be to alleviate an impact caused by the Project or be of benefit to the Project; and

3.9.2 The timing of the Exaction should be reasonably related to the development of the Project and said public improvements shall be phased to be commensurate with the logical progression of the Project development as well as the reasonable needs of the public.

3.9.3 It being understood, however, that if the there is a material increase in cost to Developer or such action by City otherwise materially impacts Developer's its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.10 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees; taxes or assessments on all or any portion of the Project, except such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals. However, this Agreement shall not prohibit the application of fees, taxes or assessments upon the Site only and not the New Digital Billboard or Developer directly as follows:

3.10.1 Developer shall be obligated to pay those fees, taxes or City assessments and any increases in same which exist as the Effective Date or are included in the Development Approvals;

3.10.2 Developer shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes;

3.10.3 Developer shall be obligated to pay all fees applicable to a permit application as charged by City at the time such application is filed by Developer;

3.10.4 Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the application is filed by the Developer or that exists when the Developer applies for any Subsequent Development Approval.

3.11 Notwithstanding anything to the contrary herein, if there is a change in such fees to those charged as of the full execution hereof, or any additional fees are charged and such additional or increased fees materially change Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.12 The term of any Development Approvals and Subsequent Development Approvals shall be automatically extended for the longer of the Term of this Agreement or the term otherwise applicable to the Development Approvals and Subsequent Development Approvals.

4. REMOVAL OR BILLBOARDS.

4.1 Removal by Developer. If an extension of the Term is not granted by the City according to the provisions of paragraph 2.4, above, the New Digital Billboard will be removed and the displays may be converted back to static displays. In the event that the digital displays are not converted back to static displays according to the terms of this paragraph, Developer shall within sixty (60) days from expiration of the Term, at its sole cost and expense, be required to demolish and remove the New Digital Billboard and cap all utilities. Notwithstanding the foregoing, Developer has no obligation to remove any of the below-grade portions of the New Digital Billboard or any other below-grade structures, fixtures, or improvements, including, but not limited to, the concrete footings or posts, and the continued presence of such items shall not constitute continued occupancy of the Site by Developer. Developer shall obtain all required permits (including but not limited to a Demolition permit) from the City prior to removal.

4.2 City's Right to Removal. Provided Developer is not in material breach hereof past any applicable notice and cure period, City will not have the right to remove the New Digital Billboard. Should Developer be in material breach of this Agreement past any applicable notice and cure period, and subject to due process, City may only require removal of the New Digital Billboard. If City requires the New Digital Billboard to be removed pursuant to the terms of this paragraph, Developer shall, at its sole cost and expense, remove the digital displays upon the New Digital Billboard and convert the displays to static displays within ninety (90) days of City's notice to Developer of such breach.

5. REVIEW FOR COMPLIANCE.

5.1 Annual Reviews. At least once every twelve (12) months, Developer shall demonstrate its good faith compliance with the terms hereof by providing written correspondence addressed to the City Manager demonstrating such good faith compliance. "Good faith compliance" shall mean that Developer has sufficiently followed the terms of this Agreement so as to carry out the intent of the parties in entering into it. After receiving and reviewing Developer's written submission, if the City Manager finds that Developer is not acting in good faith compliance with this Agreement, the City Manager shall schedule a hearing before the Planning Commission in order to evaluate Developer's good faith compliance with the terms of the Agreement. The City shall provide Developer with notice of such hearing and a copy of all staff reports and related exhibits as soon as available, but in no event later than five days prior to the hearing. The Planning Commission's determination following such hearing shall be based on substantial evidence, and shall be subject to appeal to the City Council. If the Planning Commission or City Council, as applicable, finds that the Developer is not in good faith compliance with the terms of this Agreement, the provisions of Section 6 shall govern the parties rights.

5.2 City Right of Access. The City, its officers, employees, agents and contractors, shall, in the exercise of the City's police power, have the right, at their sole risk and expense, to enter the Site consistent with any rights the City has obtained by virtue of recorded easement or other property interests or, if no such interests exist, upon execution of license or other applicable written agreement in a form mutually acceptable to the owner of the Site and upon written notice to Developer. The access to the Site described in this paragraph shall be for the purpose of conducting the inspection, maintenance, repair, service, construction, or relocation of any public improvements or public facilities located on the Site, or to exercise its rights under section 4.2. If an emergency repair to a public improvement or public facility on the Site is required and the City does not possess and has not obtained the foregoing access rights, Developer acknowledges that the City may exercise its police power to enter the Site and conduct such repair after providing Developer and the Site owner with reasonable advance notice, with the reasonableness of such notice to be determined from the circumstances necessitating the entry. Any damage or injury to the Site or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the City. The City also may access the Site in order to implement any of its lawful police powers to address any nuisance, dangerous condition, or other condition prohibited under the City's ordinances, so long as the City conducts the foregoing activities in a manner consistent with and protective of Developer's and the Site owner's due process rights. Except as explicitly provided for in this Agreement (including without limitation in this Section and Section 4.2 above), the City shall have no right whatsoever to enter the Site.

5.3 Procedure. Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If, on the basis of the parties' review of any terms of the Agreement, either party concludes that the other party has not complied with the terms of the Agreement, then such party may issue a written "Notice of Non-Compliance" specifying the grounds therefor and all facts demonstrating such non-compliance. The party receiving a Notice of Non-Compliance shall have forty-five (45) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, or if such cure or remedy is not reasonably capable of being cured or remedied within such forty-five (45) days period, to commence to cure or remedy the non-compliance and to diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance disputes that it is in non-compliance with the terms of this Agreement, that party shall respond in writing to the Notice of Non-Compliance within forty-five (45) days after receipt of the Notice of Non-Compliance. If a Notice of Non-Compliance is disputed, the parties shall, for a period of not less than fifteen (15) days following receipt of the response to the Notice of Non-Compliance, seek to arrive at a mutually acceptable resolution of the dispute. In the event that a cure or remedy is not timely effected or, if the Notice of Non-Compliance is disputed and the parties are not able to arrive at a mutually acceptable resolution to the matter(s) by the end of the fifteen (15) day period described above, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 6. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" event as defined in, and subject to the provisions of, Section 9.10.

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

6.1.1 Termination of Agreement for Material Default of Developer. City, in its discretion, may terminate this Agreement upon written notice to Developer for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In the event of a termination by City under this Section 6.1.1, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time:

elapsed in the year of the Term at the time of termination. In the event that City terminates this Agreement under this Section 6.1.1 before the New Digital Billboard becomes Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.2 Termination of Agreement for Material Default of City. Developer, in its discretion, may terminate this Agreement upon written notice to City for any material failure of City to perform any material duty or obligation of City hereunder or to comply in with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this section only after following the procedure set forth in Section 5.3. In addition, Developer may terminate this Agreement upon written notice to City, if despite Developer's good faith efforts, it is unable to secure the Development Approvals and any other necessary approvals and/or compliance with requirements under laws necessary to effectuate the Project is not feasible. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that Developer terminates this Agreement under this Section 6.1.2 before the New Digital Billboard becomes Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.3 Rights and Duties Following Termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, (ii) Developer's obligation to remove the New Digital Billboard pursuant to Section 4.1 or (iii) any continuing obligations to indemnify other parties.

6.2 Remedies. In addition to the rights of termination set forth above, in the event of a default by either party, the non-defaulting party shall have the right to: (a) bring any proceeding in the nature of specific performance; injunctive relief, declaratory relief, or mandamus and/or: (b) bring any action at law or in equity to compensate the non-defaulting party for all the detriment proximately caused by the defaulting party's default; provided, however, that Developer's sole and exclusive remedy shall be specific performance and Developer shall not have the right to recover monetary damages (compensatory, consequential, or punitive) against the City other than attorneys' fees to the extent provided in Section 9.13 below, and the City shall only have the right to recover actual, direct damages (and not consequential or punitive damages) against Developer, as well as attorneys' fees to the extent provided in Section 9.13 below.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1

7.1.1 Types of Insurance.

(a) Liability Insurance. Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured; and Developer comprehensive broad form general liability insurance covering Developer's possession and use of the Site and providing protection of at least One Million Dollars ($1,000,000) for bodily injury or death to any one person, at least Two Million Dollars ($2,000,000) in the aggregate for any accidents or occurrences, and at least One Million Dollars ($1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same limits of coverage, as specified above. Developer shall provide to the City annual proof of insurance consistent with terms and conditions of this agreement.

(b) Worker's Compensation. Developer shall also furnish or cause to be furnished to City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

(c) Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by City, but only with respect to the liabilities assumed by Developer under this Agreement; and (ii) the policies cannot be canceled or materially changed by Developer except after written notice by Developer to City or City's designated representative and the City's approval thereof. Developer shall furnish City with certificates of insurance evidencing that Developer has complied with the requirements of this paragraph 7.1.1.

7.1.2 Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(1) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of Exhibit "C" (Schedule of Performance), Item No. 8.

(2) The City can request current certificates of all insurance policies as required. The City reserves the right to obtain copies of relevant policy forms and endorsements of the required insurance policies.

Developer's failure or refusal to procure or maintain insurance as required herein or failure or refusal to furnish City with proof that the required insurance has been procured and is in full force and effect may, after complying with the requirements of Section 5.3, be deemed a default under the terms of this Agreement.

7.2 Indemnification.

7.2.1 General. Developer shall indemnify the City, and its respective officers, employees, and/or agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person(s), firm, or entity arising out of or in connection with this Agreement and/or the work, operations, or activities of Developer, its agents, employees, subcontractors, and/or invitees, hereunder, upon the Site.

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and Will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgement rendered against the City or its respective officers, agents, or employees that fall within the scope of Developer's indemnity obligations, as defined above in paragraph 7.2.1.

7.2.2 Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees or contractors. The foregoing indemnity shall also not include claims or liabilities arising from City's use of Developer's advertising space pursuant to paragraph 2.9.1 above.

7.2.3 Additional Coverage. Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of any accident or other occurrence caused by Developer in or on the Site causing injury to any person or property;

(a) Loss and Damage. Except as set forth below, City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to any property of Developer or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The provisions of this subparagraph (a) shall not apply (i) to the extent City or its agents, employees, subcontractors, invitees or representatives causes such injury or d mage, or (ii) to the extent covered in any permit to enter the Site executed by the City.

(b) Period of Indemnification. The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of Development Agreement.

8. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. City acknowledges that the lenders providing such financing may require certain Agreement modifications and City agrees upon request, from time to time, to meet with Developer, the owner of the Site, and representatives of such lenders to negotiate in good faith any such request for modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested modification provided City determines such modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project or the Site made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Project or the Site, or any part thereof, which Mortgagee, has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall make a good faith effort to provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

(d) Any Mortgagee who comes into possession of the Project or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Project or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Project or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Project or the Site or such part thereof so acquired by the Mortgagee.

9. MISCELLANEOUS PROVISIONS.

9.1 Recordation of Agreement. This Agreement shall be recorded with the County Recorder by the City Clerk within ten (10) days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

9.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this agreement, which is to allow the Project to be permitted and operated and to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

9.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and hereof.

9.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.6 Singular and Plural. As used herein, the singular of any word includes the plural.

9.7 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.8 Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9.9 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and their owner, successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.10 Force Majeure. Notwithstanding the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to City and City shall return to Developer any portion of the Development fee paid for any period after the effective date of such termination.

9.11 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

9.12 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same affected as if all of the parties had executed the same Instrument.

9.13 Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, or such other appropriate court in said county. Service of process on City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between City and Developer seeking enforcement or interpretation of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this

Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

9.14 Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof are legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, which is based on an allegation, or assert in any way such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

9.15 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development of the Project is a private Development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the Development of private property, on the one hand, and the holder of a legal or equitable interest in such property on the other hand. City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private Development into a “public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

9.16 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shalt promptly execute, With acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

9.17 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

9.18 Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance with the Government Code provisions for the amendment of Development Agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved by the City Manager upon approval by the City Attorney.

9.19 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

9.20 Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested; and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing by providing notice to the other party:

| | |
|---|---|
| To City: | City of Montebello<br>1600 West Beverly Boulevard<br>Montebello, CA 90640<br>Attn: City Manager |
| To Developer: | Becker Boards Small, L.L.C.<br>4234 E. Indian School Rd.<br>Phoenix, AZ 85018<br>Attn: Real Estate Department |
| With Copy To: | Nagle Law Group, P.C.<br>4530 E. Shea Blvd, Suite 140<br>Phoenix, AZ 85028<br>Attn: Robert Nagle, Esq. |

9.21 Nonliability of City Officials. No officer, official, member, employee, agent, and/or representatives of City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, and/or representative.

9.22 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

9.23 No Amendment of Lease. Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's obligations under the Lease, or any of Owner's rights or remedies against Developer under the Lease.

WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

City: CITY OF MONTEBELLO

By: ______________________________

Art Barajas
Mayor

ATTEST:

______________________________

Irma Barajas
City Clerk

APPROVED AS TO FORM:

______________________________

Arnold M. Alvarez-Glasman
City Attorney

Developer:

Becker Board Small, LLC

______________________________

Joseph White

[end of signatures]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Los Angeles )

On ____________________, before me, ________________________________, a Notary Public, personally appeared ________________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature __________________________________________

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Los Angeles )

On ____________________, before me, ________________________________, a Notary Public, personally appeared ________________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________________________

EXHIBIT "B"

SCOPE OF DEVELOPMENT INCLUDING SIGN PLANS

Developer and City agree that the Development shall be undertaken in accordance with the terms of the Agreement, which include the following:

1. Project. Developer shall relocate the existing static sign from the Site and reconstruct it as the New Digital Billboard in accordance with the terms of this Agreement. The New Digital Billboard consists of one (1) approximately 60 feet tall, "bulletin" size freeway-oriented billboard structure with a total of two (2) digital displays (each display measuring approximately 14' x 48') within the Site. In addition, Developer agrees to install, at no cost to City, an unlit City emblem (the "City Logo") on the sign column. The City shall and hereby does agree to indemnify; defend and hold harmless Developer for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with or in any way relating to the City Logo, including but not limited to, as a result of the New Digital Billboard being deemed to be a public forum due in whole or in part as a result of the placement of the City Logo.

2. Building Fees. Developer shall pay all applicable City building fees, as described in this Agreement, at the time that a building permit is issued for the installation of the New Digital Billboard on the Site.

3. Maintenance and Access. Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

(a) Maintenance and repair of the New Digital Billboard and Site (where authorized pursuant to the I-5 Freeway Site Lease) including but not limited to, the displays installed thereon, and all related on-Site improvements, easements, rights-of-way at its sole cost and expense. Developer's maintenance and repair obligation shall include, without limitation, maintaining any poles, lighting, signs and walls in good repair and free of graffiti, rubbish, debris and other hazards to persons using the same. Developer shall maintain and repair the New Digital Billboard in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdictions over the Site unless those federal, State, and local bodies have an exemption for a legal nonconforming use. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the

Project; (ii) replacement of any fixtures, equipment or property damaged by the Project to the extent required by this Agreement or applicable law; (iii) the ongoing maintenance by the Developer of any access points to the New Digital Billboard to minimize dust caused by the Project; and (iv) the repair, replacement and repainting of the New Digital Billboard structures and displays as necessary to maintain such billboards in good condition and repair.

(b) Maintenance of the New Digital Billboard Site (where authorized pursuant to the 1-5 Freeway Site Lease) in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the New Digital Billboard such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within three hundred (300) feet of the 1-5 Freeway Site.

4. Other Rights of City. In the event of any violation or threatened violation of any of the provisions of this Exhibit ''B," then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of this Agreement, the City shall have the right, after complying with Section 5.3 of this Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke in the manner proscribed by law, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the New Digital Billboard.

5. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of this Agreement. The failure of the City to enforce this Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to the Developer, its successors, transferees or assigns, for any default or breach by the City under this Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard and, where stated, on the Site, shall conform to all applicable provisions of the Montebello Municipal Code (MMC) and the following conditions, in a manner subject to the approval of the Planning Manager or designee:

(a) A building permit will be required and structural calculations shall be prepared by a licensed civil engineer and approved by the City Building Official.

(b) The Billboard shall be located in the portion of the Site as described in the attached Exhibit A and as set forth herein and based on dimensions described in Section 1, above.

(c) The size of each sign display of New Digital Billboard shall not exceed a maximum area of 672 square feet with no more than 128 total feet of extensions or borders and shall not to exceed a maximum height of 75 feet, including all extensions, and shall be spaced at intervals that are no less than 500 feet from any other off-site advertising billboard on the same side of the freeway and measured parallel to the freeway as depicted in the Sign Plans set forth herein and approved by the City as part of the Development Approvals.

(d) The New Digital Billboard pole shall be of a color subject to the approval of the City's Planning Manager or designee.

(e) Plans and specifications for the proposed installation of the New Digital Billboard, including all utility plans, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits.

(f) Prior to the approval of the final inspection, all applicable conditions of approval and all mandatory improvements shall be completed to the reasonable satisfaction of the City.

(g) Developer shall maintain the Site and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, County, State or federal agencies by any duly and valid city, county or state ordinance with jurisdiction over the facilities, unless the Project is exempted as a legal nonconforming use.

(h) Developer shall, at all time, comply with the approval for the New Digital Billboard from the California Department of Transportation Outdoor Advertising Division and shall maintain acceptable clearance between proposed billboards and Southern California Edison distribution lines.

(i) The Developer shall pay any and all applicable fees due to any public agency pertaining to the New Digital Billboard prior to the final issuance of the building permits.

(j) The activities proposed in this Agreement shall be conducted completely upon the Site and shall not use or encroach on any public right-of-way.

(k) Developer shall ensure that all access to the New Digital Billboard is kept restricted to the general public to the extent permitted under local laws and by the 1-5 Freeway Site Lease.

(l) Developer shall be required to install all temporary overhead or underground utilities in connection with the New Digital Billboard. To this end, City shall cooperate with the Southern California Edison requirement upon Developer to upgrade Developer's current electrical service to the New Digital Billboard requiring the installation of electrical conduit approximately _____ feet.

(m) Developer shall comply with all necessary NPDES requirements pertaining to the proposed use, to the extent applicable.

(n) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on New Digital Billboard.

(o) Developer shall comply with the standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels at 250 feet, and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic diming capabilities, as well as providing the City's Planning Manager or designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Manager or designee, Developer shall perform a brightness measurement of the display using OAAA standards and provide City with the results of same within 15 days of the City's complaint. Developer shall dim the display to the appropriate setting immediately upon the conclusion of any such measurement that concluding that the light standards were exceeded.

(p) In the event ten percent (10%) or more of the digital sign face is not operating correctly or in the event of a malfunction, Developer shall immediately turn the entire display off, or show a one hundred percent (100%) black image on the display until corrected.

EXHIBIT “B-1”

SITEPLAN AND CONCEPTUAL RENDERING OF SIGN

## Feske, Matthew

**From:** Metz, Katie <katie.metz@outfrontmedia.com>
**Sent:** Tuesday, February 06, 2018 2:58 PM
**To:** Feske, Matthew
**Subject:** Planning Commission Meeting- Tonight- Agenda Item #7

**Importance:** High

Good Afternoon Mr. Feske,

I am writing in regards to the Planning Commission Agenda tonight, specifically item #7 where Applicant Becker Board Small, LLC is seeking approval on a Resolution recommending that City Council certify the Negative Declaration and approval of Development Agreement (DA01-18). I have reviewed the PC agenda for tonight and was hoping to get some clarification on discrepancies within the staff report, Initial Study of Environmental Impact and the Development Agreement.

The Staff Report and Initial Study of Environmental Impact states that the new digital display will be placed on the existing pole and I believe the applicant is misrepresenting the description of the project. Becker Boards would have to completely rebuild the new structure since the existing billboard will be removed by OUTFRONT Media. I believe that is an important fact while the city is reviewing an Initial Study and should be corrected before planning commission can vote on this project. Please note, OUTFRONT Media is the owner and holder of all permits of the existing structure at 7101 Telegraph Road that we currently share with Regency.

As mentioned previously OUTFRONT Media owns the existing billboard structure at 7101 Telegraph Road. OUTFRONT will be exploring compensation for the sign from the city as OUTFRONT sees this as a taking that will benefit the city and cause a great revenue loss for OUTFRONT Media.

I would request the city and staff to pull this item from the agenda until the city is able to provide further clarifications. We look forward to the opportunity to discuss our concerns with this project in more detail.

Thank you for your time.

Kindest regards,

Katie Metz

**Katie Metz | Development**
Direct: 323.276.7255
1731 Workman St. Los Angeles, CA, Zip, 90031
INSTAGRAM | FACEBOOK | TWITTER | LINKEDIN | SNAPCHAT

## Feske, Matthew

| | |
|---|---|
| **From:** | Guzman, Lillian |
| **Sent:** | Wednesday, March 14, 2018 8:58 AM |
| **To:** | Feske, Matthew |
| **Subject:** | FW: City Council Meeting (March 14, 2018) - Agenda Item #21 |
| **Attachments:** | 2018-02-28 Letter to City of Montebello.pdf |

Per your request, Matt.

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**From:** Anthony Leones [mailto:tony.leones@msrlegal.com]
**Sent:** Tuesday, March 13, 2018 1:16 PM
**To:** Guzman, Lillian
**Cc:** Smith, Collin D (collin.smith@outfrontmedia.com)
**Subject:** City Council Meeting (March 14, 2018) - Agenda Item #21

Lillian, pursuant to our conversation earlier today, I am resubmitting my letter to the Council dated February 28, 2018 that should already be part of the administrative record on this matter, but wanted to resend it to the Council now that the matter is on the agenda for Wednesday's meeting. Please confirm receipt of the letter and make part of the administrative record for this matter. Best regards, Tony Leones

**Anthony M. Leones | Miller Starr Regalia**
1331 North California Boulevard, Fifth Floor
Walnut Creek, CA 94596
t: 925.935.9400 | d: 925.941.3261 | f: 925.933.4126
| tony.leones@msrlegal.com | www.msrlegal.com |

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Anthony M. Leones
Direct Dial: 925 941 3261
anthony.leones@msrlegal.com

February 28, 2018

**VIA OVERNIGHT DELIVERY**

Vanessa Delgado, Mayor
Jack Hadjinian, Mayor Pro Tem
Art Barajas, Councilmember
William M. Molinari, Councilmember
Vivian Romero, Councilmember
City of Montebello City Council/Successor Agency
City Hall Council Chambers
1600 West Beverly Boulevard
Montebello, CA 90640

| | | |
|---|---|---|
| Re: | Project Location: | 7101 Telegraph Road (the "Property") |
| | APN No.: | 6354-024-015 |
| | Project Applicant: | Becker Boards Small, LLC ("Becker") |
| | Property Owner: | Suali Investments Ltd. |

Dear Mayor Delgado, Mayor Pro Tem Hadjinian, and Councilmembers:

Miller Starr Regalia represents Outfront Media LLC ("Outfront") in connection with its off premises advertising sign (the "Sign") located on the Property. Outfront and Regency Outdoor Advertising, Inc. ("Regency") are co-owners of the double-sided Sign. Regency and Outfront operate the Sign pursuant to a Sign Location Lease with the property owner, Suali Investments Ltd. The Sign Location Lease unambiguously provides that the Sign "shall remain the property of [Outfront and Regency] and [Outfront and Regency] shall have the right to remove the same at any time during the term of the Lease or, for a reasonable period after the expiration or termination of the Lease." The Sign has been in existence for over 25 years.

The City of Montebello Planning Commission recently approved a Development Agreement between the City and Becker for the relocation of the Sign and construction of a new digital billboard on the Property. The matter is now before the City Council. Becker is not authorized to relocate the Sign. Outfront hereby objects to the Development Agreement and Becker's improper attempt to relocate the Sign. Outfront objects not only to the Development Agreement but to the City Council's adoption of the Resolution to Adopt a Negative Declaration and approve an Ordinance Approving the Development Agreement between the City of Montebello and Becker Boards Small, LLC.

The proposed Resolution wrongfully provides that relocation of the Sign is authorized by Chapter 17.62 of the Montebello Municipal Code (the "Sign Code"), which authorizes the relocation, replacement, and/or construction of new "off premises digital displays" within certain specified freeway corridors of the City, subject to specific development standards and the City's approval of a Development Agreement with the proposed owner of the Sign. The Sign Code only allows the City to authorize a relocation with the sign owner, in this case Outfront and Regency.

The proposed Development Agreement between Becker and the City in Section 1.1.10 provides, in pertinent part, as follows:

> "New Digital Billboard" means the new double-faced digital sign, as described in Exhibit "B" hereto, oriented towards the I-5 Freeway and located on the Site, and a relocation of an existing lawfully permitted double-faced 14 x 48' static display from the Site.

Exhibit "B" of the Development Agreement defines the Project, in pertinent part, as follows:

> Developer shall <u>relocate the existing static sign from the Site</u> and reconstruct it as the New Digital Billboard in accordance with the terms of this Agreement. (Emphasis added.)

Section 17.62.105 of the Sign Code governs off premises digital display signs. Section 17.62.105(C)(2) governs the relocation of off premises signs, and reads, as follows:

> Relocation of Off Premises Sign. The relocation of an off premises sign, and its replacement with a new off premises digital display sign, is allowed <u>*only*</u> upon approval of a development agreement by the City Council, containing appropriate standards and public benefits to be negotiated between <u>*the sign owner and the City*</u>, and compliance with all other standards imposed by this chapter. (Emphasis added.)

The proposed Development Agreement between Becker and the City proposes to build a new off premises digital display sign on the Property. Further, the Resolution and the Development Agreement propose to accomplish this by way of a <u>relocation of the existing Sign</u>.

The Sign Code unambiguously provides that the City must negotiate with Outfront and Regency, the Sign owners, as set forth in Section 17.62.105(c)(2) of the Sign Code. The relocation of an off premises sign and its replacement with a new off premises digital display sign is only allowed upon the approval of a development agreement between the sign owner and the City. Becker is not the sign owner, and has no interest in and no authority to negotiate a relocation of Outfront and Regency's Sign.[1]

Therefore, the proposed Resolution and Development Agreement violate the City's Sign Ordinance, and Becker's attempt to relocate the Sign it does not own is improper. Outfront demands that the City not adopt the Resolution or authorize the Development Agreement.

Very truly yours,

MILLER STARR REGALIA

Tony Leones

Anthony M. Leones

AML:sls
cc: Arnold M. Alvarez-Glasman, City Attorney

1 Outfront has entered into a development agreement with the City for the relocation of a separate sign it owns to a new digital billboard at 7227 Telegraph Road, nearby the Property that is the subject of this letter. Outfront owned that existing sign and has completed development of the new digital billboard. That development agreement was consistent with the Sign Code, since Outfront was the sign owner of the sign that was relocated.

## Feske, Matthew

**From:** Ferguson, Jordan <JFerguson@manatt.com>
**Sent:** Wednesday, March 14, 2018 11:05 AM
**To:** Delgado, Vanessa; jhadjinian@cityofmontebello.com; Barajas, Art; Molinari, William; vromero@cityofmontebello.com; Barajas, Irma
**Cc:** Pasmant, Andrew; aglasman@agclawfirm.com; Feske, Matthew; De la Cruz, Victor; Laffer, C.J.
**Subject:** Letter to the City Council - Agenda Item 21 for March 14, 2018 City Council Meeting
**Attachments:** Letter to City Council (Agenda Item 21) 03-14-2018.PDF

Mayor Delgado and Honorable Members of the City Council,

Please see the attached letter to the City Council from Victor De la Cruz of this firm regarding Agenda Item 21 for this evening's City Council meeting.

Thank you,

**Jordan Ferguson**
Associate

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**Manatt, Phelps & Phillips, LLP**
11355 W. Olympic Blvd
Los Angeles, CA 90064
**D** (310) 312-4265 **F** (310) 914-5830

JFerguson@manatt.com
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manatt
manatt | phelps | phillips

**Victor De la Cruz**
Manatt, Phelps & Phillips, LLP
Direct Dial: (310) 312-4305
E-mail: VDelaCruz@Manatt.com

March 14, 2018

**VIA E-MAIL**

Montebello City Council
c/o Montebello City Clerk
1600 W. Beverly Blvd.
Montebello, CA 90640

Re: March 14, 2018 City Council Agenda Item 21 - Development Agreement (DA01-18): Brown Act and Development Agreement Statute Violations

Dear Mayor Delgado and Honorable Members of the City Council:

On behalf of our client Regency Outdoor Advertising, Inc. ("Regency"), we are writing to inform you that Agenda Item 21, concerning a development agreement with Becker Board Small, LLC for an off-site, digital billboard, cannot be heard tonight because it violates both the Development Agreement Statute and the Brown Act.

The State's Development Agreement Statute, Government Code section 65864, *et seq.*, establishes the procedural mandates with which cities must comply in order to enter into development agreements. Govt. Code § 65865(a). As relevant here, Government Code section 65867.5(a) provides that "a development agreement is a legislative act that ***shall be approved by ordinance*** and is subject to referendum." (Emphasis added). Further, Government Code Section 65094 requires that notice of a public hearing regarding a development agreement include "a general explanation of the matter to be considered," and such explanation must "include the planning commission's recommendations." *Rialto Citizens for Responsible Growth v. City of Rialto*, 208 Cal. App. 4th 899, 917 (2012).

As you know, the Brown Act, Government Code section 54950, *et seq.*, imposes strict public noticing requirements for City Council meetings. Specifically, Government Code section 54954.2 requires the City Council's agenda to include "a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session." In addition, "[n]o action or discussion shall be undertaken on any item not appearing on the posted agenda ... ." Govt. Code § 54954.2(a)(2). In any instanee where the City Council takes "a separate action or determination," this must be "expressly disclosed on the agenda" and it is "not sufficient for the agenda to merely reference the project in general." *San Joaquin Raptor Rescue Center v. County of Merced*, 216 Cal. App. 4th 1167, 1177 (2013).

Here, Agenda Item 21 violates both the Development Agreement Statute and the Brown Act. First, although Government Code section 65867.5(a) expressly requires that any approval of the development agreement and any related conditions only occur pursuant to an ordinance, Agenda Item 21 fails to identify or reference any prospective City Council action on such an ordinance. This omission is all the more troubling given that the staff report explicitly states "Development Agreements ***must be adopted by an ordinance approved by the City Council***, and cannot be approved unless the legislative body finds that the Project conform [sic] with the General Plan and any applicable specific plan." (Emphasis added.) If the City Council intends to consider adoption of an ordinance, which it must in order to properly approve a development agreement, then the agenda must reflect that intention.

Second, the agenda description also fails to include any reference to the Planning Commission's recommendations concerning the development agreement, and there is no draft ordinance or planning commission resolution attached to the staff report.

Put simply, the City Council cannot take action on any item not appearing on the agenda, and no ordinance appears on the agenda. Therefore, based on the foregoing legal deficiencies, the City Council cannot approve the development agreement at its March 14 City Council meeting.

Separately, the City's publicly available information in connection with the proposed development agreement is "misleading and inadequate to show the whole scope" of the City Council's intended plans. *Carlson v. Paradise Unified School Dist.* 18 Cal. App. 3d 196, 200 (1971). The staff report references two attachments: 1) the Initial Study and Negative Declaration; and 2) the Draft Development Agreement. However, neither of these attachments is included in the agenda packet, nor does the agenda packet include the Planning Commission resolution that purportedly recommends approval of the development agreement. Without these attachments, interested members of the public are unable to review the terms of the development agreement prior to the City Council meeting, nor are they able to review the Planning Commission resolution to determine the adequacy of that body's findings. This is a clear violation of the Brown Act and the public's right to remain informed of City business.

Any action taken to approve the development agreement at the March 14 meeting of the City Council would violate both the Brown Act and the Development Agreement Statute, and acting in violation of law would permit a party such as Regency to seek a judicial invalidation of the illegal action, as well as the award of court costs and reasonable attorney's fees. Gov. Code §§ 54960.1(a)-(b) and 54960.5. We trust that this will be unnecessary and look forward to the City's prompt confirmation that Agenda Item 21 will not be considered at the March 14, 2018 City Council meeting.

Thank you very much for your time and attention to this matter. In the coming days, my client would like the opportunity to meet with the City to discuss digital billboard possibilities in the City. Please contact me at (310) 312-4305 if you have any questions.

Very truly yours,

Victor De la Cruz
Manatt, Phelps & Phillips, LLP

cc: Andrew Pasmant, Acting City Manager
Arnold Alvarez-Glasman, City Attorney
Matthew Feske, Planning Manager

**CITY OF MONTEBELLO**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Andrew G. Pasmant, Acting City Manager

**SUBJECT:** 2018/2019 CDBG and HOME Program Annual Action Plan

**DATE:** March 28, 2018

---

## RECOMMENDATION

That the City Council: 1) receive and file a presentation on the draft 2018-2019 Annual Action Plan for the Community Development Block Grant ("CDBG") Home Investment Partnerships ("HOME") programs ("Annual Action Plan"); 2) direct staff to advertise and receive comments on the Annual Action Plan for a 30-day public review period, as required by the Department of Housing and Urban Development ("HUD"); and 3) set the public hearing for the City Council's consideration and adoption of the Annual Action Plan for May 9, 2018, at 6:30 p.m.

## BACKGROUND

HUD requires every state and local government that receives CDBG and HOME funding to prepare a five-year comprehensive plan that brings community needs and resources together to achieve statutory goals, and thereby addressing decent housing, creating a suitable living environment and expanding economic opportunities for City residents; particularly for low- and moderate-income persons. As an Entitlement Community, the City of Montebello is required to prepare and submit a 5-Year Consolidated Plan that serves as the federal planning document for receiving CDBG and HOME Program funds.

The purpose of the Consolidated Plan is to identify the City's housing and community development priority needs and develop strategies and goals to stipulate how CDBG funds will be allocated over the next five (5) years to address those needs. An essential part of the Consolidated Plan process is to solicit input from the community on housing and community development needs.

The City is also required to prepare and submit an Annual Action Plan to HUD which serves to update and delineate efforts in the program year ahead toward meeting the priorities established by the City in its Consolidated Plan. The Annual Action Plan operates on a single program year established by the City (*i.e.*, July 1, 2018 through

June 30, 2019), whereas the Consolidated Plan covers a five-year planning period (July 1, 2015 through June 30, 2020).

HUD requires that CDBG and HOME entitlement communities provide the public with a 30-day comment period to provide residents and other interested parties an opportunity to provide input on housing and community development needs in the City, and to incorporate the input into the City's 2018-19 Action Plan. Following conclusion of the 30-day public comment period, the City Council will hold a public hearing and, after considering the public comments received, adopt the Annual Action Plan for the 2018-2019 Fiscal Year.

## PRESENTATION AND ANALYSIS

The City of Montebello is eligible to receive CDBG and HOME Program funds. For Fiscal Year 2018-2019, the City is anticipating receiving allocations of approximately $590,000 in CDBG funds and approximately $200,000 in HOME funds. Staff is presenting proposed programs to support the eligible activities as prioritized by the City Council in its 2015-2020 Consolidated Plan.

The purpose of the presentation is to inform the City Council about the general eligibility requirements of the CDBG and HOME programs and explain the Consolidated Plan process. The presentation also presents for Council's consideration the general funding categories of the 2018-2019 Annual Action Plan. On March 22nd, 2018, staff published a notice in the *Los Angeles Times* informing residents of the public hearing and 30-day public comment period for the Annual Action Plan.

Following this presentation, a draft 2018-2019 Annual Action Plan will be available for public comment between March 29th and April 28th. The draft plan will be brought back to the City Council on May 9, 2018 for consideration of submitted public comments, public hearing, and approval of the final 2018-19 Annual Action Plan and funding allocations for submission to HUD.

## FISCAL IMPACTS

No impact to the General Fund. The estimated Fiscal Year 2018-2019 CDBG federal entitlement is $590,000 and HOME federal entitlement is $200,000.

## SUMMARY

The City Council: 1) receive and file a presentation on the draft 2018-2019 Annual Action Plan for CDBG and HOME programs; 2) direct staff to advertise and receive comments for a 30-day public review period, as required by HUD, and 3) set the public hearing for the City Council's consideration and adoption of the Final 2018-2019 Annual Action Plan for May 9, 2018, at 6:30 p.m.

## ATTACHMENTS

PowerPoint Presentation
Draft 2018-2019 CDBG and HOME Annual Action Plan

# City of Montebello

Public Meeting

CDBG & HOME Programs

FY 2018-19 Annual Action Plan

**U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT:**

*"HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all…"*

**MONTEBELLO ENTITLEMENT PROGRAMS:**

**Community Development Block Grant (CDBG)**

**HOME Investment Partnership (HOME)**


**The City is required this year to complete the following document:**

**- Annual Action Plan**

# Community Development Block Grant & HOME Investment Partnership

- The City Receives an Annual Allocation of Federal Funding for Eligible Programs and Projects
- HUD has announced the 2018-19 funding amount at $590,000 for CDGB and $200,000 for HOME
- This represents a 1% reduction from last year's funding of $597,005 for CDBG. The reduction in HOME funds is due to the City's Voluntary Grant Reduction for HOME funded activities.

# Annual Action Plan

The purpose of the Annual Action Plan is to undertake the City's housing and community development priority needs, strategies, and goals to stipulate how CDGB and HOME funds will be allocated over the next fiscal year.

# CDBG National Objectives & Eligible Activities

- To achieve the federal goals of the CDBG Program, grantees must ensure that funded activities meet one of the national objectives:
  - Benefit to low- and moderate-income persons (70% required);
  - Aid in the prevention of slum and blight; or
  - Meet an urgent need.
- Eligible Activities include:
  - Fair Housing (required);
  - Public Services;
  - Home Rehabs;
  - Street & ADA Improvements; etc.

# Preliminary Recommendations CDBG Budget

FY 2018 – 2019 CDBG Allocation - $590,000

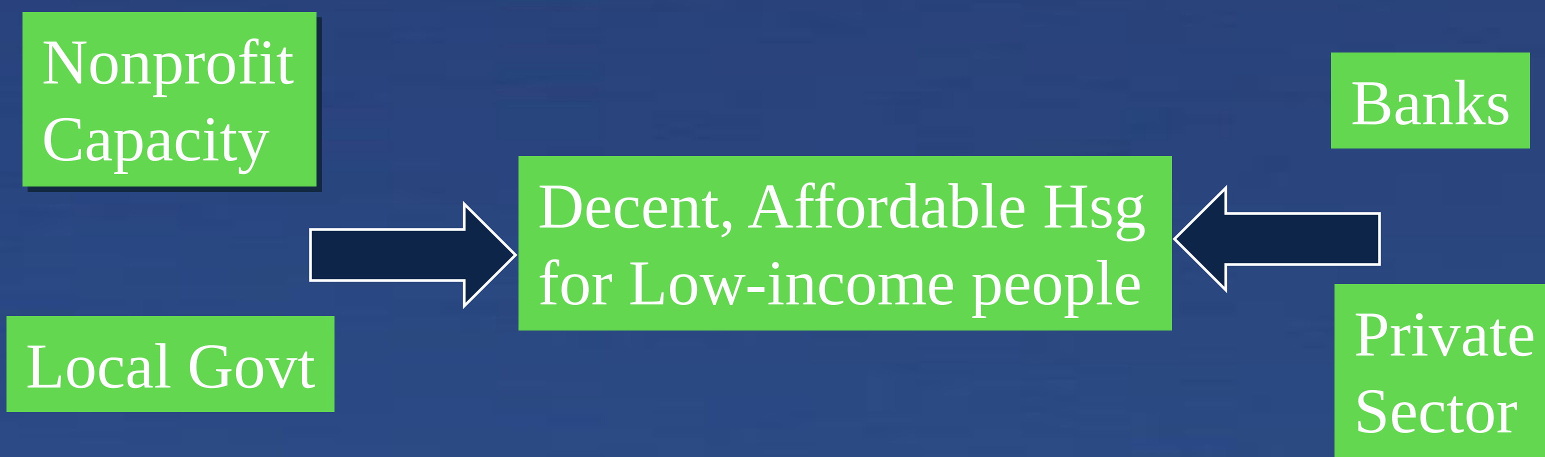
TOTAL CDBG Budget - $590,000

Section 108 Loan Repayment - $531,729

Administration - $58,272

# HOME Program

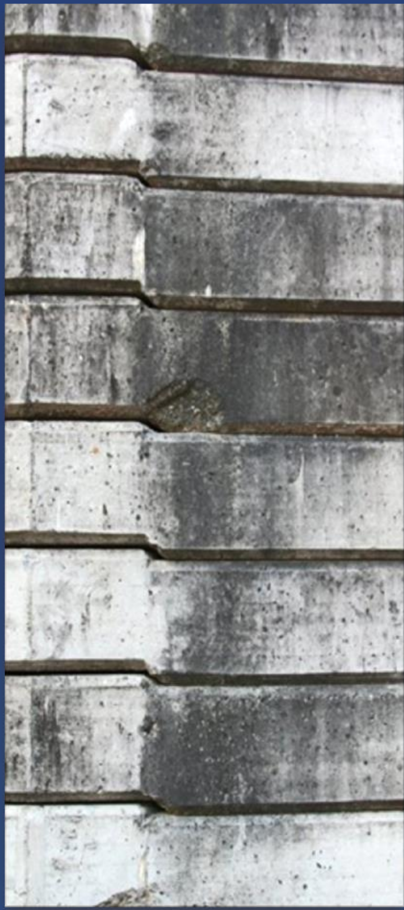
- National Affordable Housing Act 1990
- Objectives:



# HOME Program Rules

## The HOME program is four programs in one

- Homeowner Rehabilitation
- Homebuyer Assistance
- Development (acquisition, new construction or rehabilitation)
- TBRA (rental subsidy)



# HOME Program Allocation

**Max. 10% Admin**

**Max. 5% CHDO op.**

**All projects**
- **Homeowner rehabilitation**
- **Homebuyer**
- **TBRA**
- **Rental**

**Min. 15% CHDO set-aside**

**10% pre-dev.**

**PJs and subrecipients only**

**Must expect to use set-aside**

**Must result in HOME units**

# Preliminary Recommendations

## HOME PROGRAM

- RESIDENTIAL REHABILITATION - $170,000
- CHDO (15% required) $30,000
- PLANNING & ADMIN.(10% max.) $61,575

# Consolidated Plan Schedule

**City Council Public Meeting**
**March 28, 2018**

**30-Day Review Period**
**March 29 – April 28 2018**

**City Council Public Hearing (Final Plan Adoption)**
**May 9, 2018**

**Submit to HUD**
**May 11, 2018**

# Recommendations

Schedule a public hearing for March 28, 2018 to solicit input from residents and interested parties regarding priority needs for fiscal year 2018-2019 Annual Action Plan, and

Direct staff to release the 2018-19 Annual Action Plan for a 30-day public review period.

# CITY OF MONTEBELLO
# 2018-2019 ANNUAL ACTION PLAN



*Prepared for:*

CITY OF MONTEBELLO
1600 W. BEVERLY BLVD.
MONTEBELLO, CA 90640

*Prepared by:*

Michael Baker
INTERNATIONAL

3760 KILROY AIRPORT WAY, SUITE 270
LONG BEACH, CA 90806

MARCH 2018

# Executive Summary

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

As a recipient of Federal funds from the US Department of Housing and Urban Development (HUD), the City of Montebello (City) is required to prepare and submit a Consolidated Plan every five years. The City's current Consolidated Plan covers the five-year period from 2015 through 2020 and applies to the following Federal grant programs:

- Community Development Block Grant (CDBG)
- HOME Investment Partnerships Grant (HOME)

### 2. Summarize the Objectives and Outcomes Identified in the Plan

The Consolidated Plan is a multifaceted document developed through a collaborative process whereby Montebello stakeholders have helped identify community improvement needs and priorities to address with Federal grant funds and other available resources. To ensure the maximum participation of the community's residents and to comply with the City's HUD-approved Citizen Participation Plan, the City implemented an extensive process that included a multilingual survey, numerous community meetings, and public hearings. Through this process, the residents of Montebello participated in a multitude of opportunities to shape the priorities and strategies of the Consolidated Plan.

The Annual Action Plan for Fiscal Year (FY) 2018-2019 includes activities the City will undertake to address its priority needs and objectives as outlined in the 2015–2020 Consolidated Plan. These activities will be undertaken with CDBG and HOME program funds in the amounts of approximately $590,000 and $200,000, respectively. The City's Application for Federal Assistance and HUD-required certifications are presented in Appendix A. Activities proposed for FY 2018–2019 will each meet one of the following three national objectives:

- Activities which benefit low- and moderate-income persons
- Activities which aid in the prevention or elimination of slums or blight
- Activities that are designated as having a particular urgency

The City has established the following objectives to address the community needs identified in the Consolidated Plan; each objective has a specific course of action and projected outcomes that are discussed further throughout the Annual Action Plan.

1. Safe/Quality Neighborhoods:

   i. Objective No. 1 – Increase the affordable for-sale and rental housing stock
   ii. Objective No. 2 – Preserve the existing housing stock
   iii. Objective No. 3 – Promote fair housing and equal opportunity

2. Homelessness/Special Needs Population:

   i. Objective No. 1 – Prevent individuals and families from becoming homeless
   ii. Objective No. 2 – Reduce the number of homeless individuals and families

3. Non-homeless Special Needs:

   i. Objective No. 1 – Enable the non-homeless special needs population to live independently
   ii. Objective No. 2 – Increase the quality of life of the non-homeless special needs population

4. Community Development Priority Needs:

   The City has established various community development objectives that promote activities and programs that benefit low- and moderate-income households. The overall objective is to address community development needs by implementing activities and programs related to the following CDBG-eligible categories: infrastructure; public facilities; code enforcement; public services; property acquisition and disposition; relocation; and economic development.

**3. Evaluation of Past Performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City prepares the Consolidated Annual Performance and Evaluation Report (CAPER), which outlines how the City met the needs and objectives outlined in the prior 2015–2020 Consolidated Plan and Annual Action Plan. The City's most recent 2016–2017 CAPER reports on the first two years of the five-year 2015–2020 Consolidated Plan. The City's key accomplishments over the 2015–2020 Consolidated Plan period include the following:

- Provided housing rehabilitation loans to assist four homeowners improve their primary residence.
- Housing Authority of the County of Los Angeles provided rental assistance utilizing the Section 8 Housing Choice Voucher program to about 726 Montebello households annually.
- Assisted approximately 700 households with fair housing services to address impediments to fair housing.
- Provided financial support to public and nonprofit agencies that assisted 30 lower-income youth.
- Provided financial support to public and nonprofit agencies that provided services to homeless and special needs low- and moderate-income persons (totaling 3,591 persons).
- Provided financial assistance for CDBG-eligible projects that improved or upgraded the city's public facilities or infrastructure, benefitting 23,112 low- and moderate-income persons.

The loss of low- and moderate-income housing funds as a result of the dissolution of statewide redevelopment agencies has impacted the City's ability to implement its goals for affordable rental housing unit development and affordable purchase units. Despite these challenges, the City and its partners have worked to achieve the objectives established in the Consolidated Plan.

**4. Summary of Citizen Participation Process and Consultation Process**

Summary from citizen participation section of plan.

1. Citizen Participation

   The following section describes specific actions taken to encourage citizen participation during the development of the City's FY 2018–2019 Annual Action Plan. The City's complete Citizen Participation Plan is attached as Appendix B.

   i. Public Service Applications – A public notice was posted in the *Los Angeles Times* on March 21, 2018, stating that CDBG funds were available for public services. The notice was also placed on the website. A total of six applications were received.
   ii. The FY 2018–2019 Annual Action Plan was released for citizen review and comment on March 28, 2018. During the 30-day public comment period from

March 29 through April 28, 2018, the Annual Action Plan was available to the public at the City's Community Development Department and on the City's website.

iii. Following the 30-day public comment period and recommendations from the public, the Montebello City Council approved the FY 2018–2019 Annual Action Plan on May 9, 2018. A copy of the public hearing notice is presented in Appendix C. A copy of the Montebello City Council agenda is presented in Appendix D.

## 5. Summary of Public Comments

**This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.**

As required by Federal regulations and the City's Citizen Participation Plan, the City advertised notices inviting nonprofits, social service providers, community groups, lenders, real estate agents, and interested citizens to attend the public hearings to provide the public with an opportunity to participate in the development of the FY 2018-2019 Annual Action Plan. The primary purpose of the citizen participation effort was to obtain input from the community before and during the City's preparation of the FY 2018-2019 Annual Action Plan.

A Notice of Funding Availability and Request for Proposals was published in the Los Angeles Times on March 21, 2018. On March 28, 2018, the City of Montebello published a notice of a public meeting before City Council announcing the availability of FY 2018-2019 CDBG and HOME funds and to plan for the FY 2018-2019 program year. A notice was also published on March 28, 2018, announcing the availability of the draft FY 2018-2019 Annual Action Plan for public review. The notice advised the public that a copy of the FY 2018-2019 Annual Plan was placed in the City's two public libraries (i.e., Montebello and Chet Holifield) and the City Clerk's office. The 30-day public comment period commenced on March 29 and ran through April 28, 2018.

The City Council will review the FY 2018-2019 Action Plan for adoption on May 9, 2018.

## 6. Summary of Comments or Views Not Accepted and the Reasons for Not Accepting Them

All comments received from the public during the Public Hearing were addressed in the Action Plan. Comments received were from Public Service providers expressing their gratitude for funding.

## 7. Summary

No public comments received.

## PR-05 Lead & Responsible Agencies – 91.200(b)

**1. Agency/Entity responsible for preparing/administering the Consolidated Plan**

Describe the Agency/Entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|---|---|---|
| CDBG Administrator | MONTEBELLO | Community Development Department |
| HOME Administrator | MONTEBELLO | Community Development Department |

**Table 1 – Responsible Agencies**

The Community Development Department is responsible for overseeing the administration of the City's CDBG and HOME programs, including administration of the grants, preparation of required reports, and implementation of grant-funded programs. The Community Development Analyst in the Community Development Department oversees the day-to-day administration of the CDBG and HOME programs with the assistance of program consultants, as needed.

**Consolidated Plan Public Contact Information:**

City of Montebello
Community Development Department
1600 West Beverly Boulevard
Montebello, California 90640
Attn: Damien Delany

## AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

**1. Introduction**

Below is a discussion of the consultation process conducted during the development of the Consolidated Plan.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

During the preparation of the Annual Action Plan, the City consulted with a variety of agencies including local and regional social services agencies, Los Angeles Homeless Services Authority (LAHSA), County of Los Angeles Department of Public Health, and the Housing Authority of the County of Los Angeles (HACoLA).

The goal of the consultation process was to solicit input and gather data on priority needs of the City of Montebello and to identify opportunities for coordination to improve availability and access to services.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

1. Summary of Consultation Process

   The City consulted with other grantees and surrounding jurisdictions to discuss the CDBG and HOME regulations and to plan for the portion of the FY 2018-2019 allocation that is restricted to public service agencies and affordable housing developers.

   The City will continue to coordinate with surrounding jurisdictions and local grantees to develop coordinated and consistent performance standards and outcome measurements to assist the neediest populations.

   Consultation efforts are made throughout the year through meetings, telephone conferences, and written communication with the Housing Authority of the County of Los Angeles, Los Angeles County Department of Health Services, and community-based organizations to identify mutual problem areas and explore potential solutions to social problems.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City does not meet the threshold to receive ESG funds.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

Refer to Table 2 below.

| | | |
|---|---|---|
| 1. | Agency/Group/Organization: | Housing Authority of the County of Los Angeles (HACoLA) |
| | Agency/Group/Organization Type: | Housing<br>PHA<br>Services - Housing |
| | What section of the Plan was addressed by Consultation? | Housing Need Assessment<br>Public Housing Needs<br>Market Analysis |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination | Through a telephone conversation, additional information was gathered on the affordable housing resources of HACoLA and the agency was identified as a valuable partner with the City in meeting the needs for publicly assisted housing. |
| 2. | Agency/Group/Organization: | West San Gabriel Valley Worksource |
| | Agency/Group/Organization Type: | Services-Education<br>Services-Employment |
| | What section of the Plan was addressed by Consultation? | Economic Development |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | City consultant met with representatives of the agency to discuss programs available particularly for low-income persons and how the City can best continue to utilize employment development services. |

| | | | |
|---|---|---|---|
| 3. | Agency/Group/Organization: | Montebello Code Enforcement |
| | Agency/Group/Organization Type: | Housing<br>Services - Housing |
| | What section of the Plan was addressed by Consultation? | Housing Need Assessment |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | City consultant met with representatives of the City department to discuss operation of the code enforcement program, need for these services in the city, and the condition of housing and neighborhoods. |

**Table 2 – Agencies, Groups, and Organizations Who Participated**

**Identify any Agency Types not consulted and provide rationale for not consulting**

The City consulted with a variety of agencies serving Montebello residents and the region. No agency types were specifically left out of the consultation process.

**Other local/regional/state/Federal planning efforts considered when preparing the Plan**

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Continuum of Care | Los Angeles Homeless Services Authority | Both address issues pertaining to homelessness and special needs housing |

**Table 3 – Other Local / Regional / Federal planning efforts**

## AP-12 Participation – 91.105, 91.200(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

In developing this Annual Action Plan, the City of Montebello followed its approved Citizen Participation Plan, which meets HUD's Federal requirements for citizen participation.

The City of Montebello offered several opportunities for participation and comment throughout the Action Plan process. There was a public hearing before City Council on March 28, 2018 to solicit public input on the Action Plan process and community needs. A 30-day public review of the Consolidated Plan was conducted from March 29 through April 28, 2018. A final City Council public meeting was held on May 9, 2018 for the adoption of the Action Plan.

The comments received through the citizen participation process were essential to identifying priority needs along with the results of the Consolidated Plan survey. Most of the needs identified throughout the Action Plan process were incorporated into the Plan.

### Citizen Participation Outreach

| Mode of Outreach | Target of Outreach | Summary of response/ attendance | Summary of Comments received |
|---|---|---|---|
| Public Meeting | Non-targeted/broad community | Presentation to City Council and Public on the process. | No comments received. |

| Mode of Outreach | Target of Outreach | Summary of response/ attendance | Summary of Comments received |
|---|---|---|---|
| Public Hearing | Non-targeted/broad community | Some Public Service Agencies attended the meeting. | Comments were positive in nature, expressing gratitude to the Council for their continued support. |
| Internet Outreach | Non-targeted/broad community | The Draft Annual Action Plan was placed on City's website for public review. No comments received. | No comments received. |

**Table 4 – Citizen Participation Outreach**



# Expected Resources

## AP-15 Expected Resources – 91.220(c) (1, 2)

### Introduction

The City has access to a variety of Federal, state, and local resources to address its housing and community development priorities. Specific funding sources will be utilized based on the opportunities and constraints of each project or program. The table below summarizes the major sources of funding available to carry out housing and community development activities in Montebello and specifically identifies the City's current funding levels. In addition, the City has Federally mandated match requirements for the HOME programs. The City will provide an estimated $50,000 to meet the match requirement for the HOME program. This amount equates to 25 percent of the estimated FY's 2018–2019 HOME entitlement of $200,000 exclusive of administrative costs of $61,575.

**Priority Table**

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Reminder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation $ | Program Income $ | Prior Year Resources $ | Total $ | | |
| CDBG | Public - Federal | Acquisition<br>Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services | 590,000 | 0 | 0 | 590,000 | 2,774,328 | Based on HUD FY 2018-2019 allocation and projection through the Consolidated Plan period |
| HOME | Public - Federal | Acquisition<br>Homebuyer assistance<br>Homeowner rehab<br>Multifamily rental new construction<br>Multifamily rental rehab<br>New construction for ownership<br>TBRA | 200,000 | 353,205 | 62,551 | 615,756 | 860,424 | The City anticipated participating in a three-year voluntary grant reduction. That will start during FY 2017-2018. |
| Continuum of Care | Public - Federal | Other | 0 | 0 | 0 | 0 | 0 | Credit to Letter of Credit for repayment. |

**Table 5 - Expected Resources – Priority Table**

**Explain how Federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

CDBG funds are often coupled with local funds, such as State and Local funds, for capital improvement projects and private funding from nonprofits to generate a sufficient budget for a project to move forward. All sources and types of funds are more limited now due to the current economic climate, along with the demise of statewide redevelopment tax-increment funds and housing set-aside funds. The HOME program requires a local match which leverages local funds.

Leveraging multiple funding sources is often necessary to achieve the City's housing and community development objectives. Key funding sources available for housing and community development needs in the City of Montebello include the following.

Montebello Community Redevelopment Agency Set-Aside Funds: During FY 2011–2012, the California state legislature and Supreme Court implemented the dissolution of all community redevelopment agencies. With that decision, affordable housing is no longer funded through redevelopment in California, except for funds and assets already in use to further affordable housing prior to dissolution, which are now administered by the Housing Successor Agency of the City. The City will evaluate opportunities to leverage existing Housing Successor Agency resources with HOME funds to further affordable housing in the community. However, with the loss of ongoing redevelopment housing set-aside funds, a major funding resource for affordable housing is no longer available.

Section 8 Housing Choice Voucher Program: In Montebello, Los Angeles County manages the Federal Section 8 Housing Choice Voucher Program, which provides rental assistance as a voucher to very low-income persons in need of affordable housing. Typically, the voucher pays for the difference between the fair market rent for the dwelling unit and 30 percent of the voucher recipient's household income. As of January 2017, the Housing Authority of the County of Los Angeles provided Section 8 housing choice vouchers to 659 households in Montebello. Last year the total monthly subsidy expended by the Housing Authority was approximately $532,019.

General Fund: The City of Montebello utilizes its local general fund to leverage CDBG funds for the Code Enforcement Program and the Summer Youth Employment Program.

Other Public and Private Resources: Health services and other social services are provided by the appropriate County departments. The Housing Authority of the County of Los Angeles receives HUD funding to provide low-income housing assistance that benefits Montebello residents. Public services are also provided by nonprofit agencies, especially by those organizations intended to assist the very low income, the elderly, the abused, the homeless, and other special needs populations. Many of these organizations depend on private contributions and fundraising for their support.

### If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not have any publicly owned land that is being considered for affordable housing.

### Discussion

The Olson Project includes a residential townhome component and a small food incubator component. The residential component, located at 520-528 West Whittier Blvd., m114 and 116 N. 6th Street, and 117-125 N. 5th Street consists of 28 three-story townhomes on 0.97 acres of the 1.2-acre site. The townhome units are clustered in an L-shaped pattern with a centralized community gathering space, and diagonal parking along the south side of Emmett Williams Way to provide the required resident guest parking. Four floor plans will be featured offering 1,361 to 1,660 square feet of living space with two to four bedrooms, two and one-half to four bathrooms, and attached two-car side-by-side and tandem garages. The proposed plan includes a Proposed parking for the residential component will be 74 spaces (56 garage spaces and 18 guest spaces) for a ratio of 2.6 spaces per unit. This parking will exceed the City Zoning Code requirement which is 66 spaces for a ratio of 2.36 spaces per unit. Vehicular access to the residential component will be from three locations: the alley between 6th and 5th Streets, 5th Street and Emmett Williams Way.

# Annual Goals and Objectives

## AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3) &(e)

### Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| **1** | Safe / Quality Neighborhoods | 2018 | 2019 | Affordable Housing<br>Public Housing | Citywide | Safe Quality Neighborhoods | CDBG: $0<br>HOME: $28,000 | Housing Rehabilitation Loans: 10 |
| **2** | Homeless / Special Needs Populations | 2018 | 2019 | Homeless | Citywide | Homeless / Special Needs Populations | CDBG: $0 | Homelessness Prevention: 464 Persons Assisted |
| **3** | Fair Housing | 2018 | 2019 | Affordable Housing | Citywide | Fair Housing | CDBG: $20,000 | Other: 50 Other |
| **4** | Expanded Economic Opportunities | 2018 | 2019 | Repayment of Section 108 Loan | Citywide | Expanded Economic Opportunities | CDBG: $531,729 | Other: 1 Other |
| **5** | Improvement of Public Services for Low/Mod Income | 2018 | 2019 | Homeless<br>Non-Homeless Special Needs | Citywide | Improvement of Public Services for Low/Mod income | CDBG: $0 | Public service activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted |

**Table 6 – Goals Summary**

## Goal Descriptions

| | | |
|---|---|---|
| **1** | **Goal Name** | Safe / Quality Neighborhoods |
| | **Goal Description** | i. Objective No. 1 – Increase the affordable for-sale and rental housing stock<br>1. Provide additional affordable rental and for-sale housing units through the development of new units and the rehabilitation of existing units.<br>2. Develop additional activities and programs that support affordable housing opportunities.<br>ii. Objective No. 2 – Preserve the existing housing stock<br>1. Prevent at-risk affordable housing units from converting to market-rate prices if feasible.<br>2. Continue to preserve the housing stock by operating a rehabilitation program.<br>3. Develop additional activities and programs that support the preservation of the existing housing stock. |
| **2** | **Goal Name** | Homeless / Special Needs Populations |
| | **Goal Description** | i. Objective No. 1 – Prevent individuals and families from becoming homeless<br>1. Continue to make funds available to nonprofit organizations that offer homelessness prevention programs and services.<br>2. Continue to aid individuals and families at risk of homelessness who face a one-time extenuating circumstance of financial hardship.<br>3. Develop additional activities and programs that prevent individuals and families from becoming homeless.<br>ii. Objective No. 2 – Reduce the number of homeless individuals and families<br>1. Continue to make funds available to nonprofit organizations that provide assistance to homeless families and individuals.<br>2. Develop additional activities and programs that provide assistance to homeless individuals and families. |

| | | |
|---|---|---|
| **3** | **Goal Name** | Fair Housing |
| | **Goal Description** | i. Objective No. 1 – Enable the non-homeless special needs population to live independently<br>1. Provide resources to nonprofit organizations to implement fair housing activities and programs.<br>2. Develop additional activities and programs that are consistent with the goals of the Analysis of Impediments.<br>3. Provide housing relocation assistance to individuals and families permanently and/or temporarily displaced due to activities carried out by the City. |
| **4** | **Goal Name** | Expanded Economic Opportunities |
| | **Goal Description** | i. Objective No. 1 - Repayment of Section 108 Loan<br>1. Continue to repay the Section 108 Loan<br>2. Develop additional activities and opportunities for businesses in the City of Montebello.<br>3. The City has established various community development objectives that provide activities and programs that benefit low- and moderate-income households, and reduce or eliminate slums and blight. The overall objective is to address community development needs by implementing activities and programs related to the following CDBG-eligible categories: infrastructure; public facilities; code enforcement; public services; property acquisition and disposition; relocation and economic development. Among infrastructure improvements on the Consolidated Plan Priority Needs Survey, street improvements, sidewalk improvements, pedestrian crosswalks, and alley improvements were ranked amongst the highest priority needs. Street and alley improvements and ADA-accessible curb ramps were all identified as priority needs in the 2015-2020 Consolidated Plan. |
| **5** | **Goal Name** | Improvement of Public Services for Low/Mod Income |
| | **Goal Description** | The City will continue to utilize CDBG funds to address housing and service needs for low- and moderate-income and special needs households. |

**Table 7 – Goal Descriptions**

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):**

## AP-35 Projects – 91.220(d)

### Introduction

In FY 2018-2019, the City will use Federal funds to address its priority housing and community development needs by undertaking the activities listed below. These activities are consistent with needs identified in the Consolidated Plan and are further described, including a brief description and proposed funding, in the Project Summary table below.

| # | Project Name |
|---|---|
| 1 | Section 108 Loan Repayment |
| 2 | CDBG Planning & Administration |
| 3 | Fair Housing Program |
| 4 | HOME Administration |
| 5 | Community Housing Development Organization |
| 6 | Residential Rehabilitation Program |

**Table 8 – Project Information**

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City recognizes that special needs populations encounter challenges due to low income and the special conditions that they face. Special needs populations are more likely to become homeless because of these factors. Special needs populations require housing and supportive services. The City considers supportive services and housing for special needs populations a high priority. Supportive services are also considered a high priority in the Continuum of Care. In 2018-2019, the City will fund several public service agencies that aid with housing and supportive services.

In making project recommendations, consideration was given to a variety of thresholds that projects must meet to comply with CDBG objectives, including meeting one of the national objectives and addressing one of the community priorities set out in the Consolidated Plan. Staff also considered activity need and justification, cost reasonableness and effectiveness, activity management and implementation, experience with similar activities, past performance, leveraged funds, and completeness of the application. Project recommendations are for those projects determined most likely to be successful and maintain compliance with CDBG regulations.

While there are several constraints to meeting the needs of low-income residents, the primary obstacle is a lack of funding to fully address all needs. Economic downturns have forced many nonprofits to cut services at a time when governmental entities and others are least able to provide them. Another obstacle is the number of nonprofits that need assistance with basic management and fiscal policies. These agencies can benefit from assistance with setting up more sophisticated bookkeeping systems and management procedures.

# Projects

## AP-38 Projects Summary

### Project Summary Information

| | | |
|---|---|---|
| 1 | **Project Name** | Section 108 Loan Repayment |
| | **Target Area** | WHITTIER REVITALIZATION AREA |
| | **Goals Supported** | Expanded Economic Opportunities |
| | **Needs Addressed** | Expanded Economic Opportunities |
| | **Funding** | CDBG: $531,729 |
| | **Description** | Completed improvements included the replacement of sidewalks, curb and gutter, street irrigation, lighting, water and sewer lines, sidewalk improvements compliant with the Americans with Disabilities Act, landscaping, and street furniture. |
| | **Target Date** | 6/30/2019 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | N/A |
| | **Location Description** | 1600 West Beverly Boulevard, Montebello CA |
| | **Planned Activities** | Section 108 loan repayment |
| 2 | **Project Name** | CDBG Planning & Administration |
| | **Target Area** | Citywide |
| | **Goals Supported** | Safe / Quality Neighborhoods |
| | **Needs Addressed** | Safe / Quality Neighborhoods |
| | **Funding** | CDBG: $38,272 |
| | **Description** | Planning and Administration |
| | **Target Date** | 6/30/2019 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | N/A |
| | **Location Description** | 1600 West Beverly Boulevard, Montebello CA |

| | | |
|---|---|---|
| | **Planned Activities** | Planning and Administration |
| 3 | **Project Name** | Fair Housing Program |
| | **Target Area** | Citywide |
| | **Goals Supported** | Fair Housing |
| | **Needs Addressed** | Fair Housing |
| | **Funding** | CDBG: $20,000 |
| | **Description** | Activity provides program designed to limit discrimination in housing based on race, color, national origin, handicap, gender, or creed. |
| | **Target Date** | 6/30/2019 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | 140 |
| | **Location Description** | 3255 Wilshire Boulevard, Los Angeles CA |
| | **Planned Activities** | Fair housing services, including counseling and discrimination investigation. |
| | **Planned Activities** | The program assists homeless and displaced Montebello families to find affordable, permanent housing by providing a range of supportive services to eliminate barriers and assist families to return into housing. |
| | **Estimate the number and type of families that will benefit from the proposed activities** | 500 seniors will benefit |
| 4 | **Project Name** | HOME Administration |
| | **Target Area** | Citywide |
| | **Goals Supported** | Safe / Quality Neighborhoods |
| | **Needs Addressed** | Safe Quality Neighborhoods |
| | **Funding** | HOME: $61,575 |
| | **Description** | Administration of HOME Program |
| | **Target Date** | 6/30/2019 |

| | | |
|---|---|---|
| | **Estimate the number and type of families that will benefit from the proposed activities** | N/A |
| | **Location Description** | 1600 West Beverly Boulevard, Montebello CA |
| | **Planned Activities** | Administration of HOME Program |
| 5 | **Project Name** | Community Housing Development Organization |
| | **Target Area** | Citywide |
| | **Goals Supported** | Safe / Quality Neighborhoods |
| | **Needs Addressed** | Safe Quality Neighborhoods |
| | **Funding** | HOME: $30,000 |
| | **Description** | Funding of Organization committed to providing affordable housing. |
| | **Target Date** | 6/30/2019 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | 2 families will be assisted through the development of new affordable units. |
| | **Location Description** | 1600 West Beverly Boulevard, Montebello CA |
| | **Planned Activities** | Acquisition and development of affordable housing |
| 6 | **Project Name** | Residential Rehabilitation Program |
| | **Target Area** | South Montebello |
| | **Goals Supported** | Safe / Quality Neighborhoods |
| | **Needs Addressed** | Safe Quality Neighborhoods |
| | **Funding** | HOME: $170,000 |
| | **Description** | Acquisition for Development for Habitat for Humanity Project |
| | **Target Date** | 6/30/2019 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | 10 families will be assisted through the Residential Rehabilitation Program. |
| | **Location Description** | Residential neighborhoods south of Whittier Blvd |

| | | |
|---|---|---|
| | **Planned Activities** | Rehabilitation of homes |

**Table 9 – Project Summary**

# AP-50 Geographic Distribution – 91.220(f)

## Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City anticipates spending at least 70 percent of its entitlement funds in target areas, including areas that have low- and moderate-income concentrations or minority concentrations. Maps of low- and moderate-income concentrations and minority concentrations are presented in Appendix E.

HUD's funded activities are limited to the city's low- and moderate-income areas, which encompass the majority of the city's residential areas. Areas of the city outside of the CDBG target areas will benefit from activities that are limited clientele in nature, i.e., a person/household can benefit from a Federally assisted program provided they meet the program's eligibility criteria. Eligibility is typically established by household income and household size.

CDBG program funds will be expended based on program criteria. For example, public services are available on a citywide basis for qualified beneficiaries; fair housing and program administration activities will also be carried out on a citywide basis. Housing code enforcement and community development projects (e.g., street and park improvement projects) will be carried out in the city's low- and moderate-income areas, i.e., areas where most residents meet HUD's low- and moderate-income definition.

## Geographic Distribution

| Target Area | Percentage of Funds |
|---|---|
| Citywide | **70%** |

**Table 9 - Geographic Distribution**

## Rationale for the priorities for allocating investments geographically

The City generally does not allocate funds on a geographic basis. Funds are allocated to subrecipients that provide low-income households with housing and supportive services. On an annual basis, the City prioritizes the use of its CDBG funding for citywide housing and community development activities including housing, public services, fair housing, and a portion of code enforcement. Activities identified under the public services category and targeted to special needs populations are offered on a citywide basis and/or where resources can be coordinated with existing facilities or services. Public improvements and public facilities are qualified as benefitting low- and moderate-income persons.

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

### Introduction

In FY 2018-2019, the City will continue to encourage and facilitate the development of affordable housing. The City will also continue to expedite discretionary entitlement and plan check processes for lower-income housing developments.  The expedited processing program currently provides approximately 20 days in time savings.  Expedited processing is provided as an incentive to encourage development of affordable housing projects as shorter development time frames result in lower housing production costs. The City continues to evaluate the effectiveness of the expedited processing program and modify as needed to further encourage affordable housing development.

| One Year Goals for the Number of Households to be Supported | |
|---|---|
| Homeless | 5 |
| Non-Homeless | 7 |
| Special-Needs | 0 |
| Total | 12 |

**Table 10 - One Year Goals for Affordable Housing by Support Requirement**

| One Year Goals for the Number of Households Supported Through | |
|---|---|
| Rental Assistance | 0 |
| The Production of New Units | 4 |
| Rehab of Existing Units | 2 |
| Acquisition of Existing Units | 0 |
| Total | 6 |

**Table 11 - One Year Goals for Affordable Housing by Support Type**

### Discussion

The City's strategies relating to affordable housing efforts include maintaining the affordable housing stock through the Home Improvement and Preservation Program; providing affordable housing for low-income and special needs groups as HOME funds are available; and support for rental assistance programs through the County, such as the Section 8 Housing Choice Voucher.

The City has several HOME activities in progress, funded with prior year funds.  These prior year activities include several HOME-funded loans for homeowner residential rehabilitations; an agreement with a housing developer for the development of two HOME units on two properties owned by the City; and a predevelopment agreement to explore the option of purchasing two properties for future land assemblage for the development of affordable housing. It is estimated that four homeowner units for moderate-income households and the rehabilitation of three residential units for low-income households will be completed.

For example, the Olson Project includes a residential townhome component and a small food incubator component. The residential component, located at 520-528 West Whittier Blvd., m114 and 116 N. 6th Street, and 117-125 N. 5th Street consists of 28 three-story townhomes on 0.97 acres of the 1.2-acre site. The townhome units are clustered in an L-shaped pattern with a centralized community gathering space, and diagonal parking along the south side of Emmett Williams Way to provide the required resident guest parking. Four floor plans will be featured offering 1,361 to 1,660 square feet of living space with two to four bedrooms, two and one-half to four bathrooms, and attached two-car side-by-side and tandem garages. The proposed plan includes a Proposed parking for the residential component will be 74 spaces (56 garage spaces and 18 guest spaces) for a ratio of 2.6 spaces per unit. This parking will exceed the City Zoning Code requirement which is 66 spaces for a ratio of 2.36 spaces per unit. Vehicular access to the residential component will be from three locations: the alley between 6th and 5th Streets, 5th Street and Emmett Williams Way.

# AP-60 Public Housing – 91.220(h)

## Introduction

The City of Montebello does not own or manage public housing.

## Actions planned during the next year to address the needs to public housing

The City of Montebello does not own or manage public housing.

## Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority of the County of Los Angeles offers the Family Self-Sufficiency Program to assist residents toward greater independence and homeownership opportunities.

## If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority of the County of Los Angeles is not designated as troubled.

## Discussion

The City supports the efforts of the Housing Authority in making available rental assistance to low-income households through the Section 8 program, but the City has no direct involvement in the ownership or management of public housing.

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Introduction

To address the needs of homeless individuals and families, the City continues its efforts to identify efficient and effective means to distribute limited resources for homeless needs. The City has designated emergency and transitional housing as high priorities for addressing homelessness. Other efforts undertaken by the City are identified below:

1. Homeless Shelters

   To accommodate its share of the region's homeless, the City utilizes numerous nonprofit organizations to offer shelter and services to homeless persons. Nonprofit organizations that have received funding through the City's CDBG program include East San Gabriel Valley Coalition for the Homeless and Heart of Compassion. The City also participates in the Los Angeles County Continuum of Care Community Forum. The City works within this collaborative to help identify needs and gaps in the housing/service needs of the region's homeless.

2. Transitional and Supportive Housing

   Supportive housing, as defined by Section 50675.14 of the California Health and Safety Code, is housing with no limit on the length of stay and that is occupied by a target population. The target population for supportive housing includes low-income persons having one or more disabilities. These disabilities may include mental illness, HIV or AIDS, substance abuse, or other chronic health conditions. Such housing is also linked to on-site or off-site services that assist residents in retaining their housing, improving their health status, and maximizing their ability to live and, when possible, work in the community. On- and off-site services may include, but are not limited to, tutoring, child care, and career counseling.

   Transitional housing, as defined by Section 50675.2 of the California Health and Safety Code, is housing configured as rental housing developments, which may include multifamily housing, single-family housing, or group homes. Such housing is operated under state or Federal program requirements that call for termination of assistance and recirculation of the housing unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months. Additional services that help individuals gain necessary life skills that support independent living are also allowed but not mandated.

   State law allows a distinction in the permitting requirements for certain residential uses in single-family homes based on whether there are six or fewer, or seven or more, people served by the housing type. This size distinction currently exists in the City's Zoning Code for residential and group care facilities. Residential and group care facilities provide 24-hour per day residential living accommodations in exchange for the payment of money or other consideration, where the duration of tenancy is determined, in whole or in part, by the individual resident's participation in group or individual activities, such as counseling, recovery planning, or medical or therapeutic assistance. Residential or group care facilities include, but are not limited to, residential care facilities for persons with chronic, life-threatening illnesses, and alcoholism or drug abuse recovery or treatment facilities. Residential care facilities provide living accommodations for six or fewer persons and group care facilities provide living accommodations for seven or more persons.

**Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

For the 2018-2019 program year, the City will allocate CDBG funds to The Whole Child to provide emergency shelter and transitional housing to Montebello residents or families who require such assistance. The City will also be a participant of the Los Angeles Continuum of Care.

Several programs, detailed farther below, offered in SPA 7 target different homeless client groups. The program presented below focuses on assessing the individual needs of homeless persons:

<u>Coordinated Entry System (CES)</u> – The CES is a framework that unites regional providers working collaboratively to house chronically homeless individuals. Using a common assessment tool, individuals are prioritized into the most appropriate housing based on their needs. The CES also coordinates county and Federal resources from agencies such as the Department of Mental Health, the Department of Health

Services, housing authorities, and the US Department of Veterans Affairs.

## Addressing the emergency shelter and transitional housing needs of homeless persons

SPA 7 offers a variety of homeless housing facilities serving different client groups, and includes:

**Emergency Shelters**

959 beds serving individuals and families with children

**Transitional Housing**

582 beds for individuals and families with children

**Permanent Supportive Housing**

516 beds serving individuals and families with children

## Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City has the goal of assisting homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Homeless Family Solutions System – This program is a network of family homeless service providers that address the needs of homeless families or those at imminent risk of losing their housing. It works cooperatively with system partners to help families complete housing and service plans.

First 5 LA Supportive Housing Program (First 5 LA) – This program is a needs-based assistance program aimed at serving homeless or at-risk families with children from birth to age 5, some with current or past involvement with the County Department of Children and Family Services.

Supportive Services for Veteran Families (SSVF) – This program is a community-based, competitive grant program that rapidly rehouses homeless veteran families and prevents homelessness for those at imminent risk due to a housing crisis. The program's objective is to achieve housing stability through a short-term, focused intervention. The SSVF employs a housing-first model, which focuses on helping individuals and families access and sustain permanent rental housing as quickly as possible and without precondition, while facilitating access to those services that will help the veteran's family keep their housing.

<u>HUD-VASH Vouchers (VASH)</u> – The HUD-VASH program combines Housing Choice Voucher rental assistance for homeless veterans with case management and clinical services provided by the US Department of Veterans Affairs. The department provides these services for participating veterans at Veterans Affairs medical centers and community-based outreach clinics.

<u>Unaccompanied Youth</u> – Several programs serve this target group, including 1736 Emergency Youth Shelter, Hathaway-Sycamores: Independent Living Program, Divinity Prophet: Independent Living Program, and Richstone: Transitional Housing Program and Transitional Living.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Agencies involved with persons discharged from institutions and systems of care, including the Los Angeles County Department of Children and Family Services, Department of Health Services, Department of Mental Health, and Los Angeles County Sheriff's Department, all have requirements stipulated by state law or county regulations requiring effective discharge planning and a specific transition plan to ensure that individuals and families are not discharged into homelessness.

## Discussion

The programs identified above, which address the needs of homeless persons and subpopulations of homeless, indicate that serving the homeless is a complex issue requiring a network of agencies, departments, and nonprofit community services agencies. It is fortunate that the City can utilize this network of agencies to provide housing and supportive services in addition to using limited CDBG funding.

## AP-75 Barriers to affordable housing – 91.220(j)

### Introduction

Barriers to affordable housing exist in the form of governmental regulations and market factors.

The supply and availability of housing may be constrained by governmental actions, environmental conditions, infrastructure capacity, and economic conditions related to the housing market. Barriers or impediments to affordable housing are caused when there is little incentive to develop affordable housing due to excessive development costs and/or the lack of land availability and community commitment. Public policy and community issues potentially affect the cost of all development projects through the design and implementation of land use ordinances, fees, and development standards. While these policies constrain residential development to some extent, they are necessary to support other public policies. Cities also often require developers to provide on-site and off-site improvements necessary to serve their projects. The City of Montebello's 2014–2021 Housing Element concludes that the development review process does not put a constraint on development; building permit and plan check fees are in line with those charged by other jurisdictions in the area; and a development impact fee is not imposed for new multifamily housing. Thus, the building codes and development standards in Montebello are not overly restrictive.

Land and construction costs are key market factors that may serve as a barrier to affordable housing. Construction costs make up a large portion of development costs; however, these costs are regionally determined and the City has no influence over materials and labor costs. Land represents one of the most significant costs of new housing. Montebello is a predominantly urban area that is mostly built-out, which affects the availability and cost of land. The per unit land cost is directly affected by density, and one way to affect this cost is to develop at higher densities which allows the cost to be spread across more units, thus reducing the total price. The City's 2014–2021 Housing Element points out that state law provides for density bonuses, which serve to facilitate the development of affordable housing. While the City already abides by state density bonus requirements, the City Zoning Code will be updated to incorporate these requirements. Also as part of the comprehensive update of the Zoning Code, the City is proposing a very high-density zone to accommodate high-density housing for up to 22.1 to 35.0 units per acre.

The elimination of California redevelopment low/mod housing funds in February 2012 has directly impacted a primary funding source of the City of Montebello for subsidizing the cost of affordable housing.

### Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

To remove or ameliorate the barriers to affordable housing, the City has adopted the following goals in the 2014–2021 Housing Element:

- The City shall strive to maintain and improve the quality of existing housing and residential neighborhoods in Montebello.
- The City will remove potential constraints to housing production and housing affordability.
- The City will continue to identify adequate housing sites through appropriate land use, zoning, and specific plan designations to accommodate the City's share of regional housing needs and will provide land use policy that encourages, promotes, and provides for the development of various housing types.
- The City will continue to pursue programs and funding sources and adoption of policies which allow for continued affordability of housing units.

Additionally, the City will utilize HOME funds to help facilitate the development of affordable housing, as funding is available.

## AP-85 Other Actions – 91.220(k)

### Introduction

One of the primary constraints to meeting the needs of low-income residents is a lack of funding to fully address all the needs. Economic challenges and cuts in grant funding have resulted in budgetary constraints on nonprofit service providers.

### Actions planned to address obstacles to meeting underserved needs

The City of Montebello recognizes that special needs populations encounter challenges due to low income and the special conditions that they face. Special needs populations are more likely to become homeless as a result of these factors. Special needs populations require housing and supportive services. The City considers supportive services and housing for special needs populations a high priority. Supportive services are also considered a high priority in the Continuum of Care. In 2018-2019, the City will fund several public service agencies that aid with housing and supportive services.

### Actions planned to foster and maintain affordable housing

The City's strategies relating to CDBG-funded affordable housing efforts include maintaining the affordable housing stock through the Home Improvement and Preservation Program; maintaining rental assistance programs such as the Section 8 Housing Voucher program; and providing assistance to households before they lose their housing. The City will utilize a combination of Federal and non-Federal funds to maintain existing affordable housing units and foster the creation of new affordable housing opportunities.

### Actions planned to reduce lead-based paint hazards

The City's HOME-funded Home Improvement and Preservation Program follows the requirements of Lead Safe Housing Regulation 24 CFR Part 35 effective September 15, 2000, and the subsequent September 2000 HUD transition assistance policy. The City will use, when required, state of California-certified lead-based paint inspectors/risk assessors to test for lead paint and perform risk assessments on houses testing positive, and certified lead-based paint contractors to remove and/or abate lead paint.

### Actions planned to reduce the number of poverty-level families

The City of Montebello continues to look for ways to expand economic activities to include all people and provide programs to those people who are less fortunate. The City has focused on the creation of jobs for low- and moderate-income persons through youth employment programs, capital improvement projects, and the extensive projects related to the Whittier Boulevard Corridor Revitalization (funded by

Section 108 loan funds). Programs related to housing improvement, homeless shelters, supporting the County's rental assistance program, and funding affordable housing creation have resulted in housing the homeless and improving the living conditions of the elderly and low-income families.

Many factors can contribute to persons living at or below the poverty level. Lack of higher education opportunities, lack of marketable skills, unemployment or underemployment, lack of affordable child care, lack of effective transportation, and lack of affordable housing all contribute to homelessness or persons living in poverty. These factors must be addressed to reduce the number of persons living in poverty.

While the City has no control over most of these factors, the City regularly provides referrals to those living below the poverty line. The City also provides a listing of public services agencies and homeless resources, and links to social service agencies. In addition, the City supports other government agencies, private developers, and nonprofit agencies that are involved in creating affordable housing and economic opportunities for low- and moderate-income residents. The City has supported, and will continue to support, a City youth employment program that offers summer youth employment benefitting low-income households.

## Actions planned to develop institutional structure

CDBG funds received by the City are administered by the Finance Department. The City relies on a number of governmental departments and agencies, for-profit developers, and private, nonprofit organizations to carry out the City's housing and community development program. The City's Community Development Department functions directly impact and facilitate the development of housing. Housing developers are an important partner and essential for the development of market-rate and affordable housing. Private developers are unable to build affordable units without government or other subsidies because of the high cost of land in the city. The Public Works Department is responsible for the design, construction, maintenance, and operation of public facilities as well as for administering infrastructure projects. The Housing Authority of the County of Los Angeles administers the HUD Section 8 Housing Choice Voucher Program and public housing, which benefits the city's low-income population with publicly assisted rental housing. A number of nonprofit public services agencies provide emergency shelter, transitional and special needs housing, and services to the homeless population and to low- and moderate-income households.

Many gaps or weaknesses in the institutional structure must be addressed. The loss of the redevelopment program presents a significant challenge for continued support for affordable housing. The end of redevelopment funding resulted in the loss of a primary funding source for affordable housing and a loss of administrative resources for housing programs that worked in combination with HOME funds. The reductions in CDBG funding have forced a reduction in community development programs. The cutbacks in funding have impacted public services programming, resulting in limited staff and limited budgets. While the City has limited control over tight budgets, City staff will continue to work closely with these entities to work to achieve housing and community development goals.

**Actions planned to enhance coordination between public and private housing and social service agencies**

CDBG and HOME funds received by the City are administered by the Community Development Department. The City relies on a number of governmental departments and agencies to carry out the City's housing and community development program. The Community Development Department will work with the following departments and agencies during the 2018-2019 program year:

- Finance Department
- Public Works Department
- Housing Authority of the County of Los Angeles
- Nonprofit Social Service Agencies
- Contractors
- Housing Developers

# Program Specific Requirements

## AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

### Introduction

The program-specific requirements that apply to the City are those for the CDBG and HOME programs.

**Community Development Block Grant Program (CDBG)**
**Reference 24 CFR 91.220(l)(1)**

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|---|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| **Total Program Income:** | **0** |

**Other CDBG Requirements**

| | |
|---|---|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 70.00% |

**HOME Investment Partnership Program (HOME)**
**Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City does not receive any atypical loans, grant instruments, nonconforming loan guarantees, or other forms of investments.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The City has general recapture and resale provisions in its HOME program guidelines which apply only to CHDOs. The City will impose HOME recapture provisions on any property sold by a CHDO to a homebuyer when the City provides a direct subsidy for down payment and or closing costs to the homebuyer.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   In instances where the homebuyer's home is sold to a qualified low-income buyer at an affordable price, the HOME loan balance shall be transferred to the subsequent qualified buyer and the affordability period shall remain in force. The resale provision shall remain in force from that date the legal documents are executed at loan closing until the expiration of the affordability period.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City has no current plans to use HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

## Discussion

The City will rely on its HOME Policies and Procedures Manual to follow compliance requirements of the HOME program.

**CITY OF MONTEBELLO**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and Members of City Council

**FROM:** Andrew G. Pasmant, Acting City Manager

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

**SUBJECT:** Report Addressing the Cost to Create a Temporary Greenspace Area at Taylor Ranch

**DATE:** March 28, 2018

---

## RECOMMENDATION

That the City Council receive a staff report addressing the cost to create a temporary greenspace area at Taylor Ranch Park and consider one of the alternatives and funding sources, and direct staff as appropriate.

## BACKGROUND

As a general note, a portion of Taylor Ranch Park has been fenced off for a number of years because the area is still considered a construction site. There are unsafe conditions such as retaining walls of considerable height that require the area to be fenced.

On September 7, 2009, a grading and wall construction project was completed at Taylor Ranch. This work was part of a two-phase Cultural Building Project to prepare a portion of the park for a future building. Phase II of the project was going to include the construction of a multi-use cultural building, which was not fully funded.

At the present time, the future building site portion of Taylor Ranch remains closed to the public for safety reasons. Staff has secured the site with a chain link fence. There is a restroom and a small cultural arts shed/building remaining from the original ranch. Both are in poor condition. The shed has been closed for safety reasons.

On July 10, 2013, the City Council directed City Staff to evaluate the possibility of reopening the closed portion of Taylor Ranch Park. The City Council requested that Staff provide a cost estimate to reopen the central portion of the park for use by the community while funding for the proposed Cultural Arts Center is secured and/or made available. Staff evaluated various options for reopening the central portion of the park.

On July 24, 2013, Staff estimated that the cost to reopening the park would be between $177,430 (hydro seeding) to $197,430 (sod installation). No action was taken.

On December 13, 2018 City Council requested Staff to look into creating a temporary greenspace area at Taylor Ranch Park and remove the existing chain link fencing.

On February 14, 2018, the City Council received and filed a report from staff and directed staff to find a more cost effective solution to creating only a greenspace at Taylor Ranch Park, without any additional lighting, parking lot work, sidewalk repairs or restroom upgrades.

On March 14, 2018, the City Council continued this item.

## ANALYSIS

*ALTERNATIVE 1*
The following alternative will create a greenspace at Taylor Ranch at the lowest cost, while removing the existing chain link fence and provide adequate safety measures to prevent accidental injuries from a fall at the existing retention walls. The following estimate is based on estimates provided by contractors to complete the proposed work at the site (NOTE: No additional work is required to the capped and abandoned oil wells at the site).

1. Fencing/Gates $ 40,000 to $ 50,000
   Install pre-fabricated aluminum fencing panels, powder coated with posts drilled and "pour rocked" into the existing wall. The panels are 6 foot long and 4 foot high. The work also includes the installation of 2 gates along the west wall (lump sum item).

2. Landscaping/Irrigation $100,000 to $150,000
   Install landscape and irrigation for the 52,000 square feet site/area. The work includes clearing and grubbing, tilling the existing soil, lowering the sewer cleanout to below grade, install new irrigation system with backflow device and controller, other items as required and seeding the area and adjust sewer cleanouts to final grade (lump sum item).

| | | | |
|---|---|---|---|
| Subtotal | $140,000 | to | $200,000 |
| Contingency (10%) | $ 14,000 | to | $ 20,000 |
| **TOTAL ESTIMATED COST** | **$154,000** | **to** | **$220,000** |

*ALTERNATIVE 2*
The following improvements with costs are provided for the City Council to consider:

**I. Park Improvements**

1. Prefabricated Restroom $ 80,000
   Purchase and install a pre-fabricated restroom. Work includes demolition and removal of the existing structure, slab removal, utility preservation/relocation, grading to eliminate sump condition, construction and installation of a new slab for the new pre-fabricated restroom and utility hookups.

| | |
|---|---|
| Pre-Fabricated Restroom | $50,000 |
| Demolition | $10,000 |
| Grading | $10,000 |
| New Slab/Utilities | $10,000 |

2. Demolition and Grading $ 10,000
Demolition of existing sidewalks and asphalt pavement for the new ADA compliant sidewalk from the bus stop shelters to the new restroom (lump sum item).

3. Sidewalk Construction $ 43,200
Construct new sidewalk, varying widths from the bust stop shelters to the new restroom (square foot unit price item).

   Sidewalk, 6 foot wide from Bus Stop to Existing Park Drive
      6 foot wide X 300 feet long = 1,800 SF
   Sidewalk, 10 foot wide from 6 ft walk to Restroom
      10 foot wide X 180 feet long = 1,800 SF

      1,800 sf X $12/SF = $43,200

4. Install 4 Walkway Lights $ 20,000
Install four (4) new electrical, LED walkway lights. Work includes materials, labor, wiring, conduits and installation of lights at a unit cost of $5,000 per light. Connect the new lights to the parking lot light electrical distribution system.

5. Fencing/Gates $ 50,000
Install pre-fabricated aluminum panels, powder coated with posts drilled and "pour rocked" into the existing wall. The panels are 6 foot long and 4 foot high. The work also includes the installation of 2 gates along the west wall (lump sum item).

6. Landscaping/Irrigation $150,000
Install landscape and irrigation for the 52,000 square feet site/area. The work includes clearing and grubbing, tilling the existing soil, lowering the sewer cleanout to below grade, install new irrigation system with backflow device and controller, other items as required and seeding the area and adjust sewer cleanouts to final grade (lump sum item).

| | |
|---|---|
| **Subtotal Estimated Costs for Park Improvements** | **$353,200** |
| **25% Contingency** | **$ 88,300** |
| **Use for Budget Purposes** | **$441,500** |

**II. T<u>ransit Parking Lot Improvements</u> – In order to use Transit funds for Taylor Ranch improvements the City would have to construct the following improvements in the transit parking lot at the south end of the park:**

1. Slurry Parking Lot, Type II $ 15,000
Construct Type II Slurry in parking lot. It is a small area with an estimated 50 ELT of slurry (lump sum item).

2. Parking Lot Striping $ 7,500
Replace all parking lot striping. Lump Sum Item

3. Parking Light Lot Rehabilitation/Replacement $ 16,000

Rehabilitate the existing four (4) parking lot lights to operational LED lights using the existing electrical system.

| | |
|---|---|
| **Subtotal Estimated Costs for Parking Lot Improvements** | **$ 38,500** |
| **25% Contingency** | **$ 9,625** |
| **Use for Budget Purposes** | **$ 50,000** |

**III. Design, Construction Management/Inspection Costs**

The following are the preliminary estimated "soft costs" for the project based on the agreed upon percentages of estimated construction cost of $510.250

| | |
|---|---|
| **Subtotal Estimated Design, CM/Inspection Costs** | **$ 91,845** |

**IV. Estimated Project Budget**

| | |
|---|---|
| Estimated Construction Costs, Park Improvements | $441,500 |
| Estimated Construction Costs, Parking Lot Improvements | $ 50,000 |
| Estimated Design, CM/Inspection Costs | $ 91,845 |
| Total Estimated Preliminary Project Costs | $583,345 |
| **Use for Budget Purposes** | **$584,000** |

## FISCAL IMPACT

It is estimated that the cost for completing the proposed improvements at Taylor Ranch Park to create only a greenspace (Alternative 1) ranges from $154,000 to $220,000. Alternative 2 creates a greenspace, installs new restrooms, creates a walkway from the bus stop to the restrooms, installs new walkway lighting and improves the parking lot at an estimated cost of $584,000.

A funding appropriation will be required from either General Fund Reserves or Taylor Ranch Redevelopment Bonds to complete either alternative. (NOTE: Alternative 2 includes $225,000 in Transit Funds that can only use for transit-related improvements, such as slurry of the parking lot, restroom, walkway and lighting; however, it still requires $359,000 from other funding source).

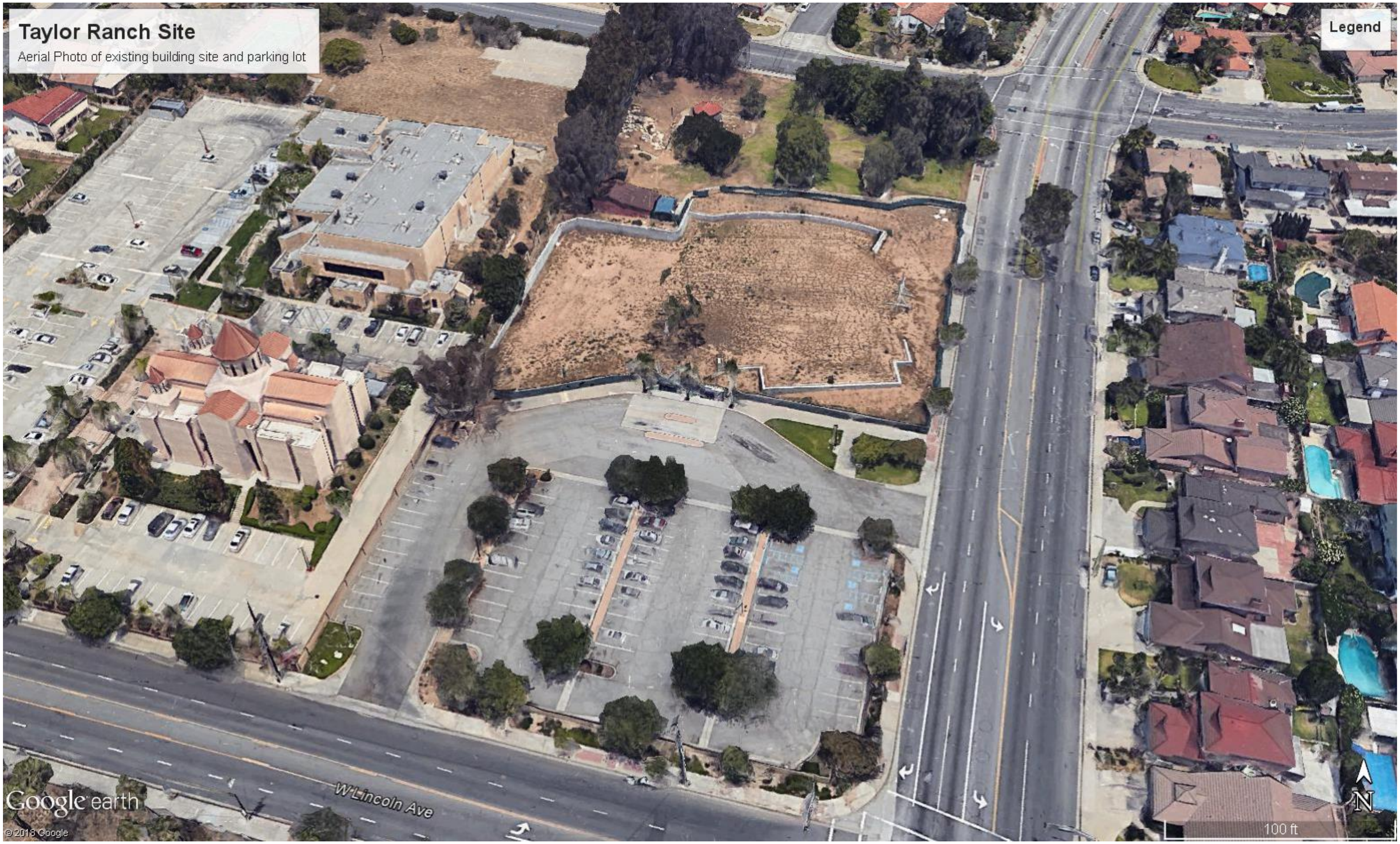
Staff recommends use of the Bond Funds to complete the proposed improvements, as outlined in either Alternative 1 or Alternative 2. The total bond expenditure for Alternative 1 is estimated at $220,000 and for Alternative 2 is estimated at $359,000 (with $225,000 for Alternative 2 provided by Transit Funds). Staff also notes that because the Bond Funds are the proceeds of a tax-exempt issuance, the City has an obligation to expend the funds on a qualifying project.

## SUMMARY

The City Council will receive a staff report addressing the cost to create a temporary greenspace area at Taylor Ranch Park and direct staff as appropriately.

**ATTACHMENT**
Aerial Photo of Taylor Ranch Park Site
Staff Report dated February 14, 2018.

# TAYLOR RANCH SITE – BUILDING AND PARKING LOT



**CITY OF MONTEBELLO**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Andrew Pasmant, Acting City Manager

**BY:** Matthew Feske, Planning Manager

**SUBJECT:** Quimby Act Fee

**DATE:** March 28, 2018

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## RECOMMENDATION

It is recommended that the City Council conduct a public hearing and continue the item to the next City Council Regular Meeting on April 11, 2018.

**CITY OF MONTEBELLO**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and Members of City Council

**FROM:** Andrew G. Pasmant. Acting City Manager

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

**SUBJECT:** City of Montebello Water System Repairs/Upgrades – Inspection and Findings Recommendations

**DATE:** March 28, 2018

---

## RECOMMENDATION

That the City Council receive and file a presentation and report on repairs /upgrades to the City of Montebello Water Systems and direct staff as appropriately.

## BACKGROUND/ANALYSIS

In March 2017, the City authorized San Gabriel Valley Water to hire Harper and Associates Engineering, Inc., to perform an inspection of the City's Water Systems in response to the State Water Resources Control Board, Division of Drinking Water requirement that the City complete such an inspection of its water system.

On November 1, 2017, the City received the attached letter from San Gabriel Valley Water (dated October 30, 2017) detailing the various repairs/upgrades required to the City's northern and southern water systems. The City also received five (5) reports from Harper & Associates Engineering documenting their findings and recommendations. These reports are available in the City Clerk's Office.

On November 2, 2017, staff shared with City Council the letter received by San Gabriel Valley Water and the inspection findings.

As stated in the letter and reports, the total estimated cost for performing the necessary repairs/upgrades is $1,595,000, as follows:

1) Hillside Reservoir Improvements

| | | |
|---|---|---|
| a. | Computer Control Board System Upgrade | $ 30,000 |
| b. | Hillside Reservoir Improvements | $ 720,000 |
| | Total | $ 750,000 |

2) Town Center Reservoir Improvements $ 40,000

3) Gage Reservoir Improvements

| | |
|---|---|
| a. Computer Control System Upgrade | $ 30,000 |
| b. Gage Reservoir Improvements | $ 450,000 |
| Total | $ 485,000 |

| | |
|---|---|
| Total of Items 1, 2 and 3 | $1,275,000 |
| Contingency and Overhead | $ 320,000 |
| Estimated Project Total | $1,595,000 |

San Gabriel Valley Water staff will give a presentation to City Council on the repairs/upgrades.

**FISCAL IMPACTS**

Staff will be prepared at the meeting to review funding alternatives with City Council.

**SUMMARY**

That the City Council receive and file a presentation and report on repairs /upgrades to the City of Montebello Water Systems and direct staff as appropriately.

**ATTACHMENTS**

Letter from San Gabriel Valley Water Company, dated October 30, 2017
City Memorandum, dated November 2, 2017

SAN GABRIEL VALLEY WATER COMPANY

October 30, 2017

By: e-mail and U.S. mail

Mr. Danilo Batson
City of Montebello
Public Works Director
1600 West Beverly Boulevard
Montebello, CA 90640

Subject: Montebello Water System Repairs and Upgrades

Dear Mr. Batson:

As the contract operator for the City of Montebello's ("City") water system, San Gabriel Valley Water Company ("San Gabriel") is requesting a meeting to discuss our plan to address urgently needed repairs and upgrades to the City's water system. In March 2017, the City authorized San Gabriel to hire Harper and Associates Engineering Inc. ("Consultant") to perform an inspection of the City's water system in response to the State Water Resources Control Board, Division of Drinking Water requirement that the City complete such an inspection of its water system. A copy of the letter of authorization for this work and the consultant's Engineering Reports which were completed in June 2017 are included in Attachment A. With your authorization, we can move ahead with the scheduling this work and avoid potential service interruption to customers.

A summary of the work and estimated budget is presented below:

Hillside Reservoir, Booster Station and Hydropneumatic Tank

The 4.6 million gallon above ground welded steel Hillside Reservoir, Booster Station and pressurized Hydropneumatic Tank located in the City's North Service Area have been in continuous service since 1975 when these facilities were first placed in service.

The Consultant recommended a list of improvements which are described on page 11 of the Hillside Reservoir Engineer's Report. The existing protective coating systems that prevent corrosion of metal surfaces are approximately 42 years old and are well beyond their typical useful lifespan of 20-25 years. New protective coating systems for the exterior and interior surfaces of the reservoir are recommended. The Consultant's Engineer's Report also included a number of improvements to address the aging condition of the roof, support rafters, shell, columns and upgrades to ensure compliance with current CAL/OSHA health and safety regulations.

San Gabriel recommends replacing the computer control system currently used to operate the Hillside Booster Station. The booster station pumps water from the reservoir to higher elevations in the North Service Area. There are four adjustable speed electric motor/pump assemblies that vary the flow of water in response to customer usage with additional pumping capacity available for fire protection. The computer control system is obsolete and must be replaced.

The Consultant's Engineering Report recommended replacement of the pressurized hydropneumatic tank. (Refer to page 4 of the Hillside Hydropneumatic Tank Engineer's Report). The hydropneumatic tank is designed to operate with the booster station to maintain normal pressure in the water system. The Consultant reported the tank was in poor condition and near failure. San Gabriel immediately removed the tank from service and was able to use the existing computer control system to implement temporary measures until work on the new computer control system recommended above is completed. Following these upgrades, the hydropneumatic tank is no longer needed and can be permanently removed from service.

The estimated cost of improvements is $735,000.

<u>Town Center Reservoir</u>

The 2.0 million gallon buried reinforced concrete reservoir located in the City's North Service Area has been in continuous operation since 1984. Refer to page 6 of the Town Center Reservoir Engineer's Report for the list of recommended improvements. The Consultant determined the reservoir is in relatively good condition and recommends improvements to the roof hatch and other minor repairs to the interior surfaces.

The estimated cost of improvements is $40,000.

<u>Gage Reservoir, Booster Station, and Hydropneumatic Tank</u>

The 2.0 million gallon above ground welded steel Gage Reservoir located in the South Service Area has been in continuous service since it was constructed in 1972. The Consultant recommended a list of improvements which are described on page 11 of the Gage Reservoir Engineer's Report. Improvements include new protective coating systems for the interior and exterior surfaces of the reservoir that ensure the reliable long term operation of these facilities. Similar to the North Service Area, San Gabriel recommends upgrading the booster station's computer control system and removal of the hydropneumatic tank since it is no longer used and useful.

The estimated cost of these improvements is $455,000.

In summary, the total cost for this work is shown below:

| | |
|---|---|
| 1) Hillside Reservoir Improvements | |
| Computer Control System Upgrade | $ 30,000 |
| Hillside Reservoir Improvements | $720,000 |
| Total | $750,000 |
| 2) Town Center Reservoir Improvements | $ 40,000 |
| 3) Gage Reservoir Improvements | |
| Computer Control System Upgrade | $ 30,000 |
| Gage Reservoir Improvements | $450,000 |
| Total | $485,000 |
| Total of Items 1, 2 and 3 | $1,275,000 |
| Contingency and Overhead | $ 320,000 |
| Estimated Project Total | $1,595,000 |

Please let me know at your earliest convenience when we can meet to discuss and answer any questions you may have about this work. Thank You.

Sincerely,

Robert J. DiPrimio

Robert J. DiPrimio
Senior Vice President

RJD:ss
Enclosures
cc: O.M. Ramos
D. Arrighi
C. Sluss

City of Montebello
Public Works Department

## Memorandum

DATE: November 2, 2017

TO: Honorable Mayor and City Council
Arnold Alvarez-Glasman, City Attorney
Francesca Tucker-Schuyler, City Manager

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

RE: City of Montebello Water System Repair/Upgrades – Inspection Findings & Recommendations

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In March of 2017, the City authorized San Gabriel Valley Water to hire Harper and Associates Engineering to perform a detail inspection of the various facilities in the City's water systems in response to the State Water Resources Control Board, Division of Drinking Water requirement that the City complete such an inspection as soon as possible, as the City had not conducted such an inspection in several years.

Attached please find a letter, dated October 30, 2017 (which was received by the City on November 1, 2017), from San Gabriel Valley Water detailing the various repairs/upgrades required to the City's northern and southern water systems. The City also received five (5) reports from Harper & Associates Engineering documenting their findings and recommendations. These reports are available in the City Clerk's Office.

As stated in the letter and reports, the total cost for the necessary repairs/upgrades is $1,595,000.

On November 2, 2017, staff met with San Gabriel Valley Water Company to discuss the findings and recommendations. During the meeting, the highest priority items were found in the Hillside Reservoir, followed by Gage Reservoir and Town Center Reservoir.

**CITY OF MONTEBELLO**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** Andrew G. Pasmant, Acting City Manager

**BY:** Fernando Pelaez, Fire Chief

**SUBJECT:** Approve a Contract for Internet Services for all Montebello Fire Stations

**DATE:** March 28, 2018

## RECOMMENDATION

That the City Council approves a contract for internet services (fiber optic connection) for all Montebello Fire Stations (Fire Stations 55, 56 and 57), for one year (with a renewal for an additional year at no price change), in the amount of $686.00 per month, per Fire Station, and authorize the Acting City Manager to execute the contract agreements. The total amount of the one year contract is $24,696.00.

## BACKGROUND

The Fire Stations have been provided with a microwave connection for connection to the existing City of Montebello internet network for nearly two decades. This equipment has become unreliable due to its age, and it becoming increasingly more expensive to maintain and/or replace. Consultants estimate costs to maintain and/or replace the microwave connection are nearly $80,000.00 over the next year. This unreliability has resulted in the lack of internet connection to Fire Station 55 (including Fire Administration), nearly thirty (30) percent of the time, delaying the work load related to purchasing, payroll, and rendering the telephones out of service. This unreliability has resulted in the lack of internet connection to Fire Station 56 (including Fire Prevention), nearly fifty (50) percent of the time, delaying the work load of the field inspections, plan reviews, and rendering the telephones out of service. This unreliability has resulted in the lack of internet connection to Fire Station 57, currently and for nearly the last month at one hundred (100) percent of the time, delaying the work load of fire reports, emergency medical reporting, and rendering the telephones out of service.

In September 2017, the Montebello Information Systems (MIS) requested a quote from AT&T (the internet provider for the City of Montebello) for a commercial internet connection, capable of providing at least 50 Mbps, to each of the Fire Stations. In February 2018, the Montebello Information Systems (MIS) received this quote from AT&T's provider, ACC Business for the requested commercial internet connection, capable of providing at least 50 Mbps, to each of the Fire Stations.

## ANALYSIS

The AT&T commercial internet connection service provider, ACC Business, is the only quote requested and/or received, as AT&T is the current internet provider for the City of Montebello. Alternatives to ACC Business were not able to provide a commercial internet connection at the required speed of at least 50 Mbps. In addition, the alternative of continuing the use of the existing microwave system would require an investment of nearly $80,000.00 over the next year. Given the quote, the determination was made that this service was the most economic and capable alternative.

## FISCAL IMPACT

Funding for this proposed contractual service was not allocated in the FY 2017/18 City Budget, but can be absorbed into the Fire Department Maintenance and Operation Budget, due to savings in the current year outside contracts accounts.

## SUMMARY

The City Council will consider approving a contract for internet services (fiber optic connection) for all Fire Stations (Fire Stations 55, 56, and 57), for one year (with a renewal for an additional year at no price change), in the amount of $686.00 per month, per Fire Station, and authorize the Acting City Manager to execute the contract agreements.

## ATTACHMENTS

Draft Contract Agreement

ACC BUSINESS — Plug into the power of AT&T

ACC PS160 — ACC SSE OTIS 170907

For Administrative Use Only

Master Agreement #: 3018516UA

**AT&T DEDICATED INTERNET SERVICE PRICING SCHEDULE**

For Customer Service Call 1-888-286-2685

## SECTION 1. ACC BUSINESS REPRESENTATION

| | | | |
|---|---|---|---|
| Agent / Retention Manager | | Agent Channel ID # | A635 |
| | | Sub-Agent Channel ID # | EL003925 |
| Agent Partner Contact | Michael Stevens | Additional Agent Partner Contact | |
| Agent Contact Email Address | mstevens@networkonesolutions.com | Additional Agent Contact Email | |
| Agent Contact Phone # | (949) 390-5790 | Additional Agent Contact Phone # | |

## SECTION 2. ACCOUNT INFORMATION *(All fields required)*

| | |
|---|---|
| I. Company Name<br>Montebello Fire Dept Station 55 | II. Billing Company Name:<br>City of Montebello |
| Company Street: 600 N Montebello Blvd | Billing Street 1: 1600 W Beverly Blvd<br>Billing Street 2: |
| City: Montebello / State: CA / Zip Code: 90640 | City: Montebello / State: CA / Zip Code: 90640 |
| Contact Person: Danilo Boston | Billing Contact Person: jessica botello |
| Contact Email Address: dboston@cityofmontebello.com | Billing Contact Email Address: jbotello@cityofmontebello.com |
| Phone #: (323) 887-1462 | Billing Contact Phone #: (323)887-1200 Ext. 438 |

III. REQUIRED FOR ALL: Legal Company Name (Parent Company)

City of Montebello

## SECTION 3. ADI SERVICE LOCATION INFORMATION FOR SINGLE LOCATION

| | | | |
|---|---|---|---|
| Demarc Company Name | Montebello Fire Dept Station 55 | | |
| On-Site Local Contact Name (LCON) (required) | David Tsuen | Alt LCON Contact Name (required) | Jessica Botello |
| LCON Phone # (required) | (323) 246-0673 | Alt LCON Phone #(required) | (323)887-1200 Ext. 438 |
| LCON Email Address (required) | DTsuen@cityofmontebello.com | ALT LCON Email Address (required) | jbotello@cityofmontebello.com |
| LCON Mobile Phone # | 323-246-0673 | ALT LCON Mobile Phone # | |
| Street Demarc | | Telephone # of nearest neighbor/business | |

| | |
|---|---|
| 600 N Montebello Blvd | Primary Technical Customer Contact Name (required): David Tsuen |
| Demarc Room & Floor (required - please overwrite the default entry of "1st Flr Telco" if confirmed. *Inside Wiring is the customer's responsibility.)*: (default) 1st Flr Telco | Primary Technical Customer Contact Phone # (required): 323-246-0673 |
| City: Montebello / State: CA / Zip Code: 90640 | Primary Technical Customer Contact Email Address (required): DTsuen@cityofmontebello.com |
| Active phone number at Demarc location (required): (323) 887-4510 | Dedicated Analog Phone # (required for Included CPE): |

Remarks:

| | | | |
|---|---|---|---|
| Is this site a Carrier Hotel/Data Center? | NO | If yes, who owns the Carrier Hotel/Data Center? | |
| | | LSO NPA-NXX (INTERNAL USE ONLY) | |

## SECTION 4A. ACCOUNT DETAIL INFORMATION

| | | |
|---|---|---|
| New Account: NO | Existing Account: NO | Account Number: |

## SECTION 4B. BILLING OPTIONS (refer to Billing Options document, found on A.I.M.)

| | |
|---|---|
| STANDARD BILLING (Single Account Billing) | YES |
| CORPORATE BILLING†: $6.50/mo. Administrative Fee† plus $3.00/mo. each service location† | NO |
| Corporate Billing Option: | Standard - Single Location Billing |
| Corporate Billing: Is the above Service address the HQ Location? | NO |
| Corporate Billing: Location # | |
| BILLING REPORT OPTIONS (please provide supporting paperwork): | |
| Access-a-Bill† $19.95 per month | NO |
| BILLING CYCLE (Bill Date Preference) | CYCLE 10 |

†Charges marked by † are not stabilized for the Term, are illustrative to reflect the current Service Guide rates and will vary in accordance with the corresponding charges set forth in the Service Guide.

| SECTION 4C. ORDER TYPE | | | | | | | |
|---|---|---|---|---|---|---|---|
| New | YES | Renewal | NO | Inside Move | NO | Outside Move | NO |
| CHANGE *(Change in port speed, CPE, DNS, firewall, etc.)* | | | NO | | | Multiple (ADI Orders) | NO |
| Is this Order replacing or changing an existing ACC circuit? * | | | | | No | | |
| *If yes, list existing circuit ID and details directly below (note: for multi-location orders, enter details for each site on the ADIMultiloc sheet) | | | | | | | |
| | | | | | | | |
| Existing circuit IDs (required): | | | Reason for replacement or change (Move, Upgrade/ Downgrade, Tech Migration, etc.): | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

| SECTION 5A. PRICING SCHEDULE TERM AND PROMOTIONS | | | | | |
|---|---|---|---|---|---|
| Term: 3 Years | | Promo Code(s): | | | |
| Other: | | | | | |

| SECTION 5B. SERVICE CHARGES & RATE PLANS (will be totaled for multiple locations) | | | | | | |
|---|---|---|---|---|---|---|
| Applicable supporting documentation (SIMPL printout, quote letter and ICB) *must be attached* | | | | | | |
| | PORT SPEED | Monthly Port Charges and Other Charges all Multi Locations | Total Number Selected | Monthly Port Charges and Other Charges Single Location | CPE Option/Install Charge Totals for a Single Location (No Tele-Install over 100Mbps) | |
| Full T1 | SELECT | | | | SELECT ONE | |
| NxT1 | SELECT | | | | SELECT ONE | |
| Fractional + Full T3 | SELECT | | | | SELECT ONE | |
| OCX | SELECT | | | | SELECT ONE | |
| Ethernet | 50 Mbps | | 1 | $162 | Included CPE, Tele-Install $1,500 (waived) Onsite required for over 100Mbps | |
| Other Charges | For Changes Complete Section 4C | | | | | |
| | | | | | Installation Charges | Amount Waived |
| Total Port Charges Single Location: | | | 1 | $162 | $1,500 | $1,500 |

| | LOCAL ACCESS | Monthly Circuit Charges all Multi Locations | Total Number Selected | Monthly Charge Per Circuit Single Location | Installation Charges (Renewals=$0 Prov. Order = SIMPL charges) | Amount Waived |
|---|---|---|---|---|---|---|
| 128K-NxT1 *(25 miles from PoP in the 48 states)* | | | | | | |
| 128K-NxT1 (On-Net, Hawaii or 26+ miles from PoP in the 48 states) | SELECT | | | | | |
| Ethernet<br>Circuit Speed<br>50 Mbps | Total Service (default) | | 1 | $524 | | |
| Fractional/Full T3, OC3, or T3/OC3 On-Net | SELECT | | | | | |
| Full OC12 or OC48 Access arrangement | SELECT | | | | | |
| Ethernet Interface | 100 Base TX Electical | | | | | |
| Business in a Box Router | SELECT | | | | | |
| Total Local Access Charges Single Location | | | 1 | $524 | $0 | $0 |

**SECTION 5C. OPTIONAL SERVICES & CHARGES - SINGLE LOCATION**

| | | | | |
|---|---|---|---|---|
| IPv6/Dual Stack requested | * SELECT | | | |
| Domain Name used for service: (additional domains identified during technical interview) | | | | |
| Primary. # of domains (*up to 15 included per ADI port*): | | SELECT | *(additional Primary DNS is $100/month per 15 domains)* | |
| Secondary. # of domains (*up to 15 included per ADI port*): | | SELECT | *(additional Secondary DNS is $100/month per 15 domains)* | |
| COS (Class of Service) | | | Monthly Charges | One-Time Install Charges (Waived) |
| COS (NxT1 ports require MLPPP) | | SELECT | $0 | |
| PNT (Private Network Transport) | | | Monthly Charges | One-Time Install Charges (Waived) |
| PNT (NxT1 ports require MLPPP) | | SELECT | $0 | |
| | | Quantity | Monthly Charges | One-Time Install Charges |
| Type? | SELECT | 0 | $0 | |
| Choke Router/Outbound Load Balancing? | SELECT | | $0 | |
| Redundant CPE (Cold Standby)? | SELECT | | $0 | |
| Single Location Optional Services Totals: | | 0 | $0 | $0 |

**SECTION 5D. ONE-TIME MOVE CHARGES - SINGLE LOCATION**

| | | |
|---|---|---|
| | | One-Time Move Charge |
| Move Charges T1, NxT1, fractional T3, T3 & OCX. | SELECT | $0 |

| SECTION 5E. TOTAL ALL CHARGES | BILLED | WAIVED |
|---|---|---|
| Total Single Location Monthly Port, Local Access, and Optional Service Charges: | $686 | |
| Total Single Location Non Recurring Port, Local Access, Optional Service, and Move Charges: | $0 | $1,500 |

**SECTION 5F. MINIMUM PAYMENT AND MINIMUM RETENTION PERIOD**

| Portion of Monthly Service Fees Applicable to Minimum Payment Period | Service Components | Minimum Payment Period |
|---|---|---|
| 50% | All Service components | Until end of Pricing Schedule Term, but not less than 12 months per component (from original activation date) |

**The minimum retention period is 12 months for all service components**

**SECTION 6. TERMINATION**

**The Customer may terminate service without incurring Termination Charges prior to the end of the service term, provided the Customer is current in payment to ACC Business for services provided and replaces this Pricing Schedule with either:**

**1) other domestic and/or international telecommunications services provided by ACC Business having a new revenue commitment equal to or greater than the revenue commitment set forth in this Pricing Schedule; or**

**2) the same services provided by ACC Business having a new revenue commitment equal to or greater than the remaining revenue commitment of this Pricing Schedule.**

**Additionally, ACC Business may terminate this Pricing Schedule in the event that (i) AT&T determines that Special Construction is necessary for ACC Business to provide the Service hereunder and (ii) Customer does not execute and return an ACC Business Special Construction Pricing Schedule within the time period designated by ACC Business. ACC Business may also terminate this Pricing Schedule in the event that Customer orders On-Net access and no capacity is available. Customer will not incur any Termination Charges in the event that ACC Business exercises its right of termination under this paragraph.**

**SECTION 7. TAX EXEMPT INFORMATION**

| Tax Exempt: Certifications for all jurisdictions that apply must be attached: Applicable taxes will be applied to all invoices until supporting tax exempt documentation is provided. | | |
|---|---|---|
| | Federal | NO |
| | State | NO |
| | County | NO |
| | City | NO |

**SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS CUSTOMER'S CONSENT TO THE TERMS AND CONDITIONS OF THIS PRICING SCHEDULE**

Customer acknowledges that the terms and conditions set forth in this ADI Pricing Schedule ("Pricing Schedule") apply to Service for the duration of the Service Period. Additional terms, conditions and charges can be viewed on the AT&T Service Guide ("Service Guide") located at
http://serviceguidenew.att.com/
Customer further acknowledges that it must comply with the terms of the Acceptable Use Policy located at
http://www.att.com/aup/
When service is ordered for multiple locations of a Corporate Billed account the rates in the ADI Multi Location Worksheet apply.
**NOTE:** AT&T Dedicated Internet as sold by ACC Business (ADI) (formerly known as ACC Business Managed Internet Service (MIS))

| | **Customer** | | **ACC Business** |
|---|---|---|---|
| Name (Printed) | **Danilo Boston** | Name (Printed) | |
| Signature By (x) | | Signature By (x) | |
| Date | **February 2 2018** | Date | |
| Company | **City of Montebello** | Company | **ACC Business** |
| Title | | Title | **Contract Specialist** |

| | | |
|---|---|---|
| Plug into the power of AT&T ACC BUSINESS | ACC PS160 | ACC SSE OTIS 170907 |
| | For Administrative Use Only<br>Master Agreement #: 3018516UA | |
| | AT&T DEDICATED INTERNET SERVICE PRICING SCHEDULE<br>For Customer Service Call 1-888-286-2685 | |

**SECTION 1. ACC BUSINESS REPRESENTATION**

| | |
|---|---|
| Agent / Retention Manager | Agent Channel ID # A635<br>Sub-Agent Channel ID # EL003925 |
| Agent Partner Contact<br>Michael Stevens | Additional Agent Partner Contact |
| Agent Contact Email Address<br>mstevens@networkonesolutions.com | Additional Agent Contact Email |
| Agent Contact Phone #<br>(949) 390-5790 | Additional Agent Contact Phone # |

**SECTION 2. ACCOUNT INFORMATION** *(All fields required )*

| | | | | | |
|---|---|---|---|---|---|
| I. Company Name<br>Montebello Fire Dept Station 55 | | | II. Billing Company Name:<br>City of Montebello | | |
| Company Street | 600 N Montebello Blvd | | Billing Street 1 | 1600 W Beverly Blvd | |
| | | | Billing Street 2 | | |
| City<br>Montebello | State<br>CA | Zip Code<br>90640 | City<br>Montebello | State<br>CA | Zip Code<br>90640 |
| Contact Person<br>Danilo Boston | | | Billing Contact Person<br>jessica botello | | |
| Contact Email Address<br>dboston@cityofmontebello.com | | | Billing Contact Email Address<br>jbotello@cityofmontebello.com | | |
| Phone #<br>(323) 887-1462 | | | Billing Contact Phone #<br>(323)887-1200 Ext. 438 | | |

III. REQUIRED FOR ALL: Legal Company Name (Parent Company)
City of Montebello

**SECTION 3. ADI SERVICE LOCATION INFORMATION FOR SINGLE LOCATION**

| | | | |
|---|---|---|---|
| Demarc Company Name | Montebello Fire Dept Station 55 | | |
| On-Site Local Contact Name (LCON) (required) | David Tsuen | Alt LCON Contact Name (required) | Jessica Botello |
| LCON Phone # (required) | (323) 246-0673 | Alt LCON Phone #(required) | (323)887-1200 Ext. 438 |
| LCON Email Address (required) | DTsuen@cityofmontebello.com | ALT LCON Email Address (required) | jbotello@cityofmontebello.com |
| LCON Mobile Phone # | 323-246-0673 | ALT LCON Mobile Phone # | |
| Street Demarc | | Telephone # of nearest neighbor/business | |

| | | | |
|---|---|---|---|
| 600 N Montebello Blvd | | | Primary Technical Customer Contact Name (required)<br>David Tsuen |
| Demarc Room & Floor (required - please overwrite the default entry of "1st Flr Telco" if confirmed. *Inside Wiring is the customer's responsibility.)* | (default) 1st Flr Telco | | Primary Technical Customer Contact Phone # (required)<br>323-246-0673 |
| City<br>Montebello | State<br>CA | Zip Code<br>90640 | Primary Technical Customer Contact Email Address (required)<br>DTsuen@cityofmontebello.com |
| Active phone number at Demarc location (required) | (323) 887-4510 | | Dedicated Analog Phone # (required for Included CPE) |

Remarks:

| | | | |
|---|---|---|---|
| Is this site a Carrier Hotel/Data Center? | NO | If yes, who owns the Carrier Hotel/Data Center? | |
| | | LSO NPA-NXX (INTERNAL USE ONLY) | |

**SECTION 4A. ACCOUNT DETAIL INFORMATION**

| | | |
|---|---|---|
| New Account: NO | Existing Account: NO | Account Number: |

**SECTION 4B. BILLING OPTIONS** (refer to Billing Options document, found on A.I.M.)

| | |
|---|---|
| STANDARD BILLING (Single Account Billing) | YES |
| CORPORATE BILLING†: $6.50/mo. Administrative Fee† plus $3.00/mo. each service location† | NO |
| Corporate Billing Option: | Standard - Single Location Billing |
| Corporate Billing: Is the above Service address the HQ Location? | NO |
| Corporate Billing: Location # | |
| BILLING REPORT OPTIONS (please provide supporting paperwork): | |
| Access-a-Bill† $19.95 per month | NO |
| BILLING CYCLE (Bill Date Preference) | CYCLE 10 |

†Charges marked by † are not stabilized for the Term, are illustrative to reflect the current Service Guide rates and will vary in accordance with the corresponding charges set forth in the Service Guide.

| SECTION 4C. ORDER TYPE | | | | | | | |
|---|---|---|---|---|---|---|---|
| New | YES | Renewal | NO | Inside Move | NO | Outside Move | NO |
| CHANGE *(Change in port speed, CPE, DNS, firewall, etc.)* | | | NO | | | Multiple (ADI Orders) | NO |
| Is this Order replacing or changing an existing ACC circuit? * | | | | | No | | |
| *If yes, list existing circuit ID and details directly below (note: for multi-location orders, enter details for each site on the ADIMultiloc sheet) | | | | | | | |
| Existing circuit IDs (required): | | | Reason for replacement or change (Move, Upgrade/ Downgrade, Tech Migration, etc.): | | | | |

| SECTION 5A. PRICING SCHEDULE TERM AND PROMOTIONS | | | |
|---|---|---|---|
| Term: 3 Years | Promo Code(s): | | |
| Other: | | | |

| SECTION 5B. SERVICE CHARGES & RATE PLANS (will be totaled for multiple locations) | | | | | | |
|---|---|---|---|---|---|---|
| Applicable supporting documentation (SIMPL printout, quote letter and ICB) *must be attached* | | | | | | |
| | PORT SPEED | Monthly Port Charges and Other Charges all Multi Locations | Total Number Selected | Monthly Port Charges and Other Charges Single Location | CPE Option/Install Charge Totals for a Single Location (No Tele-Install over 100Mbps) | |
| Full T1 | SELECT | | | | SELECT ONE | |
| NxT1 | SELECT | | | | SELECT ONE | |
| Fractional + Full T3 | SELECT | | | | SELECT ONE | |
| OCX | SELECT | | | | SELECT ONE | |
| Ethernet | 50 Mbps | | 1 | $162 | Included CPE, Tele-Install $1,500 (waived) Onsite required for over 100Mbps | |
| Other Charges | For Changes Complete Section 4C | | | | | |
| | | | | | Installation Charges | Amount Waived |
| Total Port Charges Single Location: | | | 1 | $162 | $1,500 | $1,500 |

| LOCAL ACCESS | | | Monthly Circuit Charges all Multi Locations | Total Number Selected | Monthly Charge Per Circuit Single Location | Installation Charges (Renewals=$0 Prov. Order = SIMPL charges) | Amount Waived |
|---|---|---|---|---|---|---|---|
| 128K-NxT1 *(25 miles from PoP in the 48 states)* | | | | | | | |
| 128K-NxT1 (On-Net, Hawaii or 26+ miles from PoP in the 48 states) | | SELECT | | | | | |
| Ethernet | Circuit Speed 50 Mbps | Total Service (default) | | 1 | $524 | | |
| Fractional/Full T3, OC3, or T3/OC3 On-Net | | SELECT | | | | | |
| Full OC12 or OC48 Access arrangement | | SELECT | | | | | |
| Ethernet Interface | 100 Base TX Electical | | | | | | |
| Business in a Box Router | SELECT | | | | | | |
| Total Local Access Charges Single Location | | | | 1 | $524 | $0 | $0 |

| SECTION 5C. OPTIONAL SERVICES & CHARGES - SINGLE LOCATION | | | | |
|---|---|---|---|---|
| IPv6/Dual Stack requested | * SELECT | | | |
| Domain Name used for service: (additional domains identified during technical interview) | | | | |
| Primary. # of domains (*up to 15 included per ADI port*): | | SELECT | *(additional Primary DNS is $100/month per 15 domains)* | |
| Secondary. # of domains (*up to 15 included per ADI port*): | | SELECT | *(additional Secondary DNS is $100/month per 15 domains)* | |
| COS (Class of Service) | | | Monthly Charges | One-Time Install Charges (Waived) |
| COS (NxT1 ports require MLPPP) | | SELECT | $0 | |
| PNT (Private Network Transport) | | | Monthly Charges | One-Time Install Charges (Waived) |
| PNT (NxT1 ports require MLPPP) | | SELECT | $0 | |
| | | Quantity | Monthly Charges | One-Time Install Charges |
| Type? | SELECT | 0 | $0 | |
| Choke Router/Outbound Load Balancing? | SELECT | | $0 | |
| Redundant CPE (Cold Standby)? | SELECT | | $0 | |
| Single Location Optional Services Totals: | | 0 | $0 | $0 |

| SECTION 5D. ONE-TIME MOVE CHARGES - SINGLE LOCATION | | |
|---|---|---|
| | | One-Time Move Charge |
| Move Charges T1, NxT1, fractional T3, T3 & OCX. | SELECT | $0 |

| SECTION 5E. TOTAL ALL CHARGES | BILLED | WAIVED |
|---|---|---|
| Total Single Location Monthly Port, Local Access, and Optional Service Charges: | $686 | |
| Total Single Location Non Recurring Port, Local Access, Optional Service, and Move Charges: | $0 | $1,500 |

**SECTION 5F. MINIMUM PAYMENT AND MINIMUM RETENTION PERIOD**

| Portion of Monthly Service Fees Applicable to Minimum Payment Period | Service Components | Minimum Payment Period |
|---|---|---|
| 50% | All Service components | Until end of Pricing Schedule Term, but not less than 12 months per component (from original activation date) |

**The minimum retention period is 12 months for all service components**

**SECTION 6. TERMINATION**

**The Customer may terminate service without incurring Termination Charges prior to the end of the service term, provided the Customer is current in payment to ACC Business for services provided and replaces this Pricing Schedule with either:**

**1) other domestic and/or international telecommunications services provided by ACC Business having a new revenue commitment equal to or greater than the revenue commitment set forth in this Pricing Schedule; or**

**2) the same services provided by ACC Business having a new revenue commitment equal to or greater than the remaining revenue commitment of this Pricing Schedule.**

**Additionally, ACC Business may terminate this Pricing Schedule in the event that (i) AT&T determines that Special Construction is necessary for ACC Business to provide the Service hereunder and (ii) Customer does not execute and return an ACC Business Special Construction Pricing Schedule within the time period designated by ACC Business. ACC Business may also terminate this Pricing Schedule in the event that Customer orders On-Net access and no capacity is available. Customer will not incur any Termination Charges in the event that ACC Business exercises its right of termination under this paragraph.**

**SECTION 7. TAX EXEMPT INFORMATION**

| Tax Exempt: Certifications for all jurisdictions that apply must be attached: Applicable taxes will be applied to all invoices until supporting tax exempt documentation is provided. | | |
|---|---|---|
| | Federal | NO |
| | State | NO |
| | County | NO |
| | City | NO |

**SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS CUSTOMER'S CONSENT TO THE TERMS AND CONDITIONS OF THIS PRICING SCHEDULE**

Customer acknowledges that the terms and conditions set forth in this ADI Pricing Schedule ("Pricing Schedule") apply to Service for the duration of the Service Period. Additional terms, conditions and charges can be viewed on the AT&T Service Guide ("Service Guide") located at
http://serviceguidenew.att.com/
Customer further acknowledges that it must comply with the terms of the Acceptable Use Policy located at
http://www.att.com/aup/
When service is ordered for multiple locations of a Corporate Billed account the rates in the ADI Multi Location Worksheet apply.
**NOTE:** AT&T Dedicated Internet as sold by ACC Business (ADI) (formerly known as ACC Business Managed Internet Service (MIS))

| | Customer | | ACC Business |
|---|---|---|---|
| Name (Printed) | **Danilo Boston** | Name (Printed) | |
| Signature By (x) | | Signature By (x) | |
| Date | **February 2 2018** | Date | |
| Company | **City of Montebello** | Company | **ACC Business** |
| Title | | Title | **Contract Specialist** |

Plug into the power of AT&T
ACC BUSINESS

ACC PS160 ACC SSE OTIS 170907
For Administrative Use Only
Master Agreement #: 3018516UA

**AT&T DEDICATED INTERNET SERVICE PRICING SCHEDULE**
For Customer Service Call 1-888-286-2685

**SECTION 1. ACC BUSINESS REPRESENTATION**

| | |
|---|---|
| Agent / Retention Manager | Agent Channel ID #: A635<br>Sub-Agent Channel ID #: EL003925 |
| Agent Partner Contact: Michael Stevens | Additional Agent Partner Contact |
| Agent Contact Email Address: mstevens@networkonesolutions.com | Additional Agent Contact Email |
| Agent Contact Phone #: (949) 390-5790 | Additional Agent Contact Phone # |

**SECTION 2. ACCOUNT INFORMATION** *(All fields required)*

| | |
|---|---|
| I. Company Name: Montebello Fire Dept. Station 57 | II. Billing Company Name: City of Montebello |
| Company Street: 2950 W Via Acosta | Billing Street 1: 1600 W Beverly Blvd<br>Billing Street 2: |
| City: Montebello; State: CA; Zip Code: 90640 | City: Montebello; State: CA; Zip Code: 90640 |
| Contact Person: Danilo Boston | Billing Contact Person: jessica botello |
| Contact Email Address: dboston@cityofmontebello.com | Billing Contact Email Address: jbotello@cityofmontebello.com |
| Phone #: (323) 887-1462 | Billing Contact Phone #: (323)887-1200 Ext. 438 |

III. REQUIRED FOR ALL: Legal Company Name (Parent Company): City of Montebello

**SECTION 3. ADI SERVICE LOCATION INFORMATION FOR SINGLE LOCATION**

| | | | |
|---|---|---|---|
| Demarc Company Name | Montebello Fire Dept Station 55 | | |
| On-Site Local Contact Name (LCON) (required) | David Tsuen | Alt LCON Contact Name (required) | Jessica Botello |
| LCON Phone # (required) | (323) 246-0673 | Alt LCON Phone #(required) | (323)887-1200 Ext. 438 |
| LCON Email Address (required) | DTsuen@cityofmontebello.com | ALT LCON Email Address (required) | jbotello@cityofmontebello.com |
| LCON Mobile Phone # | 323-246-0673 | ALT LCON Mobile Phone # | |
| Street Demarc | | Telephone # of nearest neighbor/business | |

| | |
|---|---|
| Street Demarc: 2950 W Via Acosta | Primary Technical Customer Contact Name (required): David Tsuen |
| Demarc Room & Floor (required - please overwrite the default entry of "1st Flr Telco" if confirmed. *Inside Wiring is the customer's responsibility.*): (default) 1st Flr Telco | Primary Technical Customer Contact Phone # (required): 323-246-0673 |
| City: Montebello; State: CA; Zip Code: 90640 | Primary Technical Customer Contact Email Address (required): DTsuen@cityofmontebello.com |
| Active phone number at Demarc location (required): (323) 887-4530 | Dedicated Analog Phone # (required for Included CPE): |

Remarks:

| | | | |
|---|---|---|---|
| Is this site a Carrier Hotel/Data Center? | NO | If yes, who owns the Carrier Hotel/Data Center? | |
| | | LSO NPA-NXX (INTERNAL USE ONLY) | |

**SECTION 4A. ACCOUNT DETAIL INFORMATION**

New Account: NO | Existing Account: NO | Account Number:

**SECTION 4B. BILLING OPTIONS** (refer to Billing Options document, found on A.I.M.)

| | |
|---|---|
| STANDARD BILLING (Single Account Billing) | YES |
| CORPORATE BILLING†: $6.50/mo. Administrative Fee† plus $3.00/mo. each service location† | NO |
| Corporate Billing Option: | Standard - Single Location Billing |
| Corporate Billing: Is the above Service address the HQ Location? | NO |
| Corporate Billing: Location # | |
| BILLING REPORT OPTIONS (please provide supporting paperwork): | |
| Access-a-Bill† $19.95 per month | NO |
| BILLING CYCLE (Bill Date Preference) | CYCLE 10 |

†Charges marked by † are not stabilized for the Term, are illustrative to reflect the current Service Guide rates and will vary in accordance with the corresponding charges set forth in the Service Guide.

| SECTION 4C. ORDER TYPE | | | | | | | |
|---|---|---|---|---|---|---|---|
| New | YES | Renewal | NO | Inside Move | NO | Outside Move | NO |
| CHANGE *(Change in port speed, CPE, DNS, firewall, etc.)* | | | NO | | | Multiple (ADI Orders) | NO |
| Is this Order replacing or changing an existing ACC circuit? * | | | | | No | | |
| *If yes, list existing circuit ID and details directly below (note: for multi-location orders, enter details for each site on the ADIMultiloc sheet) | | | | | | | |
| Existing circuit IDs (required): | | | Reason for replacement or change (Move, Upgrade/ Downgrade, Tech Migration, etc.): | | | | |

| SECTION 5A. PRICING SCHEDULE TERM AND PROMOTIONS | | | | |
|---|---|---|---|---|
| Term: 3 Years | Promo Code(s): | | | |
| Other: | | | | |

**SECTION 5B. SERVICE CHARGES & RATE PLANS** (will be totaled for multiple locations)

Applicable supporting documentation (SIMPL printout, quote letter and ICB) *must be attached*

| | PORT SPEED | Monthly Port Charges and Other Charges all Multi Locations | Total Number Selected | Monthly Port Charges and Other Charges Single Location | CPE Option/Install Charge Totals for a Single Location (No Tele-Install over 100Mbps) | |
|---|---|---|---|---|---|---|
| Full T1 | SELECT | | | | SELECT ONE | |
| NxT1 | SELECT | | | | SELECT ONE | |
| Fractional + Full T3 | SELECT | | | | SELECT ONE | |
| OCX | SELECT | | | | SELECT ONE | |
| Ethernet | 50 Mbps | | 1 | $162 | Included CPE, Tele-Install $1,500 (waived) Onsite required for over 100Mbps | |
| Other Charges | For Changes Complete Section 4C | | | | | |
| | | | | | Installation Charges | Amount Waived |
| Total Port Charges Single Location: | | | 1 | $162 | $1,500 | $1,500 |

| LOCAL ACCESS | | Monthly Circuit Charges all Multi Locations | Total Number Selected | Monthly Charge Per Circuit Single Location | Installation Charges (Renewals=$0 Prov. Order = SIMPL charges) | Amount Waived |
|---|---|---|---|---|---|---|
| 128K-NxT1 *(25 miles from PoP in the 48 states)* | | | | | | |
| 128K-NxT1 (On-Net, Hawaii or 26+ miles from PoP in the 48 states) | SELECT | | | | | |
| Ethernet — Circuit Speed: 50 Mbps | Total Service (default) | | 1 | $524 | | |
| Fractional/Full T3, OC3, or T3/OC3 On-Net | SELECT | | | | | |
| Full OC12 or OC48 Access arrangement | SELECT | | | | | |
| Ethernet Interface | 100 Base TX Electical | | | | | |
| Business in a Box Router | SELECT | | | | | |
| Total Local Access Charges Single Location | | | 1 | $524 | $0 | $0 |

| | | | | |
|---|---|---|---|---|
| **SECTION 5C. OPTIONAL SERVICES & CHARGES - SINGLE LOCATION** | | | | |
| IPv6/Dual Stack requested | * SELECT | | | |
| Domain Name used for service: (additional domains identified during technical interview) | | | | |
| Primary. # of domains (*up to 15 included per ADI port*): | | SELECT | *(additional Primary DNS is $100/month per 15 domains)* | |
| Secondary. # of domains (*up to 15 included per ADI port*): | | SELECT | *(additional Secondary DNS is $100/month per 15 domains)* | |
| COS (Class of Service) | | | Monthly Charges | One-Time Install Charges (Waived) |
| COS (NxT1 ports require MLPPP) | | SELECT | $0 | |
| PNT (Private Network Transport) | | | Monthly Charges | One-Time Install Charges (Waived) |
| PNT (NxT1 ports require MLPPP) | | SELECT | $0 | |
| | | Quantity | Monthly Charges | One-Time Install Charges |
| Type? | SELECT | 0 | $0 | |
| Choke Router/Outbound Load Balancing? | SELECT | | $0 | |
| Redundant CPE (Cold Standby)? | SELECT | | $0 | |
| Single Location Optional Services Totals: | | 0 | $0 | $0 |
| **SECTION 5D. ONE-TIME MOVE CHARGES - SINGLE LOCATION** | | | | |
| | | | | One-Time Move Charge |
| Move Charges T1, NxT1, fractional T3, T3 & OCX. | | | SELECT | $0 |

| SECTION 5E. TOTAL ALL CHARGES | BILLED | WAIVED |
|---|---|---|
| Total Single Location Monthly Port, Local Access, and Optional Service Charges: | $686 | |
| Total Single Location Non Recurring Port, Local Access, Optional Service, and Move Charges: | $0 | $1,500 |

**SECTION 5F. MINIMUM PAYMENT AND MINIMUM RETENTION PERIOD**

| Portion of Monthly Service Fees Applicable to Minimum Payment Period | Service Components | Minimum Payment Period |
|---|---|---|
| 50% | All Service components | Until end of Pricing Schedule Term, but not less than 12 months per component (from original activation date) |

**The minimum retention period is 12 months for all service components**

**SECTION 6. TERMINATION**

**The Customer may terminate service without incurring Termination Charges prior to the end of the service term, provided the Customer is current in payment to ACC Business for services provided and replaces this Pricing Schedule with either:**

**1) other domestic and/or international telecommunications services provided by ACC Business having a new revenue commitment equal to or greater than the revenue commitment set forth in this Pricing Schedule; or**

**2) the same services provided by ACC Business having a new revenue commitment equal to or greater than the remaining revenue commitment of this Pricing Schedule.**

**Additionally, ACC Business may terminate this Pricing Schedule in the event that (i) AT&T determines that Special Construction is necessary for ACC Business to provide the Service hereunder and (ii) Customer does not execute and return an ACC Business Special Construction Pricing Schedule within the time period designated by ACC Business. ACC Business may also terminate this Pricing Schedule in the event that Customer orders On-Net access and no capacity is available. Customer will not incur any Termination Charges in the event that ACC Business exercises its right of termination under this paragraph.**

**SECTION 7. TAX EXEMPT INFORMATION**

| Tax Exempt: Certifications for all jurisdictions that apply must be attached: Applicable taxes will be applied to all invoices until supporting tax exempt documentation is provided. | | |
|---|---|---|
| | Federal | NO |
| | State | NO |
| | County | NO |
| | City | NO |

**SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS CUSTOMER'S CONSENT TO THE TERMS AND CONDITIONS OF THIS PRICING SCHEDULE**

Customer acknowledges that the terms and conditions set forth in this ADI Pricing Schedule ("Pricing Schedule") apply to Service for the duration of the Service Period. Additional terms, conditions and charges can be viewed on the AT&T Service Guide ("Service Guide") located at
http://serviceguidenew.att.com/
Customer further acknowledges that it must comply with the terms of the Acceptable Use Policy located at
http://www.att.com/aup/
When service is ordered for multiple locations of a Corporate Billed account the rates in the ADI Multi Location Worksheet apply.
**NOTE:** AT&T Dedicated Internet as sold by ACC Business (ADI) (formerly known as ACC Business Managed Internet Service (MIS))

| | **Customer** | | **ACC Business** |
|---|---|---|---|
| Name (Printed) | **Danilo Boston** | Name (Printed) | |
| Signature By (x) | | Signature By (x) | |
| Date | **February 2 2018** | Date | |
| Company | **City of Montebello** | Company | **ACC Business** |
| Title | | Title | **Contract Specialist** |

**CITY OF MONTEBELLO**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Andrew G. Pasmant, Acting City Manager

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

**SUBJECT:** Agreement Renewal with Plan A Locations for Film Scout Services

**DATE:** March 28, 2018

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## RECOMMENDATION

That the City Council approve a new agreement for film scout services with "Plan A Locations," and authorize the Acting City Manager to execute the agreement on behalf of the City in a form approved by the City Attorney.

## BACKGROUND/ANALYSIS

On May 18, 2015, the City of Montebello entered into an agreement with "Plan A Locations" to market and promote City buildings and grounds as potential filming locations for movies, television shows, etc.

The City has benefited from the exposure and revenues generated from this agreement. For instance, a Tina Fey pilot program was filmed at City Hall, several NCIS LA shows have been filmed at Fire Headquarters and Transit facilities, a Toyota Prius Commercial (which aired during the Super Bowl) was partially filmed in the Police Department Briefing Room. In all, this partnership with Plan A Locations has generated a total of approximately $135,000 in revenues to the City General Fund over the past three (3) years.

The term of the proposed new agreement is two (2) years, with an additional one (1) year extension, which is the same term as the existing agreement. Plan A Locations will be able to market and promote all City Buildings as potential filming locations.

## FISCAL IMPACT

Under the existing agreement the City has received approximately $135,000 over a three (3) year period, or approximately $45,000.00 annually, for the General Fund. Plan A Locations receives a 30% commission of the gross negotiated fee for each filming project that they arrange and solicit during the term of the agreement.

## SUMMARY

The City Council will consider approving a new agreement for film scout services with Plan A Locations to market and promote City buildings and grounds as potential filming locations for movies, television shows, etc.

## ATTACHMENTS

Existing Agreement dated May 15, 2015
Proposed Agreement

**AGREEMENT BY AND BEWTEEN THE CITY OF MONTEBELLO AND PLAN A LOCATIONS**

This Agreement ("Agreement") is entered into as of May 18, 2015 ("Effective Date"), by and between Plan A Locations, a California company ("Representative"), and the City of Montebello, a California municipal corporation ("City"), for purposes of making available for filming the property owned by City and located at 1600 West Beverly Blvd Montebello, CA 90640 (the "Premises"). Representative and City are sometimes collectively referred to herein as the "Parties," and individually as a "Party." For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Representative and City hereby agree as follows:

## I. TERM.

The initial term of this Agreement is twenty –four (24) months from the Effective Date, and shall automatically renew for an additional twelve (12) month term unless terminated by the Parties as provided for herein.

## II. SERVICES

A. **Promotion of the Premises**. City hereby authorizes Representative to offer and/or market the Premises as a location to persons or entities engaged in the business of photography or taping for motion pictures, television, commercials or still photographs ("Producers"). Representative will make reasonable efforts to locate Producers who will make use of the Premises for the above-described purpose (each use a "Project"). City authorizes Representative to photograph the Premises and physically show the Premises to Producers for this purpose; provided that Representative shall give the City advance notice prior to photographing or showing the Premises, and provided further that such activities by Representative shall not infringe on or impede the operations of the City.

B. **Negotiations for Use of Premises**. City hereby authorizes Representative to negotiate on its behalf with Producers for use of the Premises. All terms and conditions of Producers' use of the Premises, including but not limited to scheduling and financial compensation for use of the Premises, shall be finalized only after presentation to and approval by the City. The City shall retain sole and absolute discretion to approve, modify, and/or deny any proposal, in whole or in part, for a Producer's use of the Premises.

## III. FEES.

A. **Commission.** The rate of commission due to Representative is thirty percent (30%) of the gross negotiated fee for each Project during the term of this Agreement ("Commission"). Representative shall only be entitled to Commission for those Projects that result materially from Representatives efforts under this Agreement, and Representative shall not be entitled to Commission for Projects arranged, solicited, and/or or negotiated solely with or by the City. The Commission shall be the only compensation due Representative under this Agreement. The fee associated with any permit, license, or other government approval required for Producers to perform a Project shall be excluded from the gross negotiated fee contemplated in this Section, such that no Commission shall be due thereon.

**C.** **Disbursement of Fees**. Representative shall collect all payments from Producers on behalf of City. Representative shall pay to City such payments, less Commission due to Representative within fourteen (14) business days of Representative's receipt of such payments. Upon ten (10) days advance notice, City shall have the right to review, audit, and/or inspect Representative's books and accounts, at City's expense, to ensure compliance with the terms of this Agreement. Unless a discrepancy is revealed, such audits shall not occur more often than once every twelve (12) month period.

**IV.** **EXCLUSIVITY.** During the term of this Agreement, Representative shall be the exclusive third-party authorized to market the Premises to Producers in the entertainment industry; provided that nothing herein shall preclude the City from marketing and/or authorizing use of the Premises by Producers on its own behalf.

**V.** **INSURANCE.** Representative shall obtain all insurance certificates from any Producers engaged to use, photograph, and/or film on or in the Premises in the amounts and types required by the City, and shall ensure the City has copies of the same.

## VI. REPRESENTATIONS AND WARRANTIES.

A. City hereby represents and warrants that City:

1) Has the right and authority to make and enter into this Agreement and to grant to Representative the rights set forth herein.

2) Shall not publish or otherwise disseminate any article, statement or other communication concerning any photography and/or film Project(s) and/or Producer(s), and will keep all matters that relate to such Project(s) and/or Producer(s) strictly confidential, except if permission is granted by the producing entity, and unless applicable law (including but not limited to the California Public Records Act) requires disclosure.

3) Shall not knowingly take any action that may make the Premises unsuitable for the use contemplated by this Agreement.

4) Shall not contact any Producer engaged by Representative without the prior permission of Representative.

B. Representative hereby represents and warrants that Representative:

1) Has the knowledge and expertise necessary to carry out and accomplish the purposes of this Agreement

2) That it will diligently and in good faith offer and/or market the Premises to Producers for Projects.

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

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

5) Representative shall be knowledgeable of and subject to all City ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

## VII. WORK PRODUCT.

A. Representative hereby agrees that all work produced pursuant to this Agreement, and provided to City during and upon completion of this Agreement, shall be the property of the City, and ownership of said work product shall be retained by the City. Representative may take and retain copies of such written products as desired.

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

C. Documents are provided in Representative's standard software formats. City recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with City's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, City agrees to defend indemnify and hold Representative, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall Representative be liable for any loss of use, profit or any other damage.

## VIII. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by Representative and shall be the City's agent with respect to obtaining Representative's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

## IX. TERMINATION.

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

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

B. Termination For Convenience. The City shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving thirty (30) business days' written notice to Representative. Upon the termination of this Agreement as provided herein, the City shall provide to Representative the part of Commission which would otherwise be payable to Representative for services Representative had completed as of the date of termination, less the amount of all previous payment with respect to the Commission. Representative agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

## X. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the City shall be employed by Representative during the term of this Agreement.

## XI. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

## XII. INDEPENDENT CONTRACTOR.

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

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

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

## XIII. PERS ELIGIBILITY INDEMNITY.

A. In the event that Representative or any employee, agent, or subcontractor of Representative 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, Representative shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Representative or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

## XIV. LEGAL RESPONSIBILITIES.

Representative shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. The City, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the Representative to comply with this section.

## XV. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

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

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

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

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

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

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

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

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

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

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

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

Procurement of insurance by Representative shall not be construed as a limitation of Representative's liability or as fall performance of Representative's duties to indemnify, hold harmless and defend the City.

## XVI. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

## XVII. NO WAIVER.

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

## XVIII. INDEMNIFICATION.

A. City hereby agrees to indemnify and hold harmless, Representative from any claims and/or damages, including reasonable attorney's fees, that may arise out of the breach of any of City's representations, warranties, and/or covenants made by Tenant in this Agreement.

B. Representative hereby agrees to indemnify and hold harmless, City from any and all claims and/or damages, including reasonable attorney's fees, that may arise out of or result from the breach of any of Representative's representations, warranties, and/or covenant made by Representative in this Agreement.

## XIX. RELIEF AND DAMAGES.

Should any dispute arise in connection with the enforcement of this Agreement or should any action of proceeding be commenced to enforce the provisions of this Agreement, or the rights and duties of any party thereto, the Party prevailing in such dispute, action or proceeding shall be entitled in addition to other relief as may be granted, to reasonable attorneys' fees and to be reimbursed by losing party or parties for all costs and expenses incurred, including, but not limited to reasonable attorneys' fees for the services rendered to the prevailing Party. Notwithstanding the foregoing, City acknowledges and agrees that City shall not enjoin or otherwise prevent the distribution of any project produced pursuant to this Agreement.

## XX. MISCELLANEOUS.

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

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

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

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

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

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

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

**XXI. NOTICE.**

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

If to City:

City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
Attn: Francesca Tucker-Schuyler, City Manager

If to Representative:

PLAN A LOCATIONS
655 N. Central Ave
17th Floor
Glendale, CA 90004
**310-990-8788 Phone**
**323-466-1876 Fax**

**XXII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.**

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

**XIII. CONFLICT OF INTEREST.**

Representative 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 Representative under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Representative further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Representative shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

Representative 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 Representative. Representative 's covenant under this section shall survive the termination of this Agreement.

**XXIV. ENTIRE AGREEMENT.**

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

**AGREED AND ACCEPTED:**

PLAN A LOCATIONS

By: Marylind Hittner

Its: Plan A Locations

CITY OF MONTEBELLO

By: Francesca Tucker-Schuyler

Its: City Manager

Office Phone: (323) 887-1350

Cell Phone: ________________

# AGREEMENT BY AND BETWEEN THE CITY OF MONTEBELLO AND PLAN A LOCATIONS

This Agreement ("Agreement") is entered into as of ________________, 2018 ("Effective Date"), by and between Plan A Locations, a California company ("Representative"), and the City of Montebello, a California municipal corporation ("City"), for purposes of making available for filming various properties and grounds (“Premises”) owned by City. Representative and City are sometimes collectively referred to herein as the "Parties," and individually as a "Party." For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Representative and City hereby agree as follows:

## I. TERM.

The initial term of this Agreement is twenty —four (24) months from the Effective Date, and shall automatically renew for an additional twelve (12) month term unless terminated by the Parties as provided for herein.

## II. SERVICES

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B. Negotiations for Use of Premises. City hereby authorizes Representative to negotiate on its behalf with Producers for use of the Premises. All terms and conditions of Producers' use of the Premises, including but not limited to scheduling and financial compensation for use of the Premises, shall be finalized only after presentation to and approval by the City. The City shall retain sole and absolute discretion to approve, modify, and/or deny any proposal, in whole or in part, for a Producer's use of the Premises.

## III. FEES.

A. Commission. The rate of commission due to Representative is thirty percent (30%) of the gross negotiated fee for each Project during the term of this Agreement ("Commission"). Representative shall only be entitled to Commission for those Projects that result materially from Representatives efforts under this Agreement, and Representative shall not be entitled to Commission for Projects arranged, solicited, and/or or negotiated solely with or by the City. The

Commission shall be the only compensation due Representative under this Agreement. The fee associated with any permit, license, or other government approval required for Producers to perform a Project shall be excluded from the gross negotiated fee contemplated in this Section, such that no Commission shall be due thereon.

B. Disbursement of Fees. Representative shall collect all payments from Producers on behalf of City. Representative shall pay to City such payments, less Commission due to Representative within fourteen (14) business days of Representative's receipt of such payments. Upon ten (10) days advance notice, City shall have the right to review, audit, and/or inspect Representative's books and accounts, at City's expense, to ensure compliance with the terms of this Agreement. Unless a discrepancy is revealed, such audits shall not occur more often than once every twelve (12) month period.

**IV. EXCLUSIVITY.** During the term of this Agreement, Representative shall be the exclusive third-party authorized to market the Premises to Producers in the entertainment industry; provided that nothing herein shall preclude the City from marketing and/or authorizing use of the Premises by Producers on its own behalf

**V. INSURANCE**. Representative shall obtain all insurance certificates from any Producers engaged to use, photograph, and/or film on or in the Premises in the amounts and types required by the City, and shall ensure the City has copies of the same.

## VI. REPRESENTATIONS AND WARRANTIES.

A. City hereby represents and warrants that City:

1) Has the right and authority to make and enter into this Agreement and to grant to Representative the rights set forth herein.

2) Shall not publish or otherwise disseminate any article, statement or other communication concerning any photography and/or film Project(s) and/or Producer(s), and will keep all matters that relate to such Project(s) and/or Producer(s) strictly confidential, except if permission is granted by the producing entity, and unless applicable law (including but not limited to the California Public Records Act) requires disclosure.

3) Shall not knowingly take any action that may make the Premises unsuitable for the use contemplated by this Agreement.

4) Shall not contact any Producer engaged by Representative without the prior permission of Representative.

B. Representative hereby represents and warrants that Representative:

1) Has the knowledge and expertise necessary to carry out and accomplish the purposes of this Agreement

2) That it will diligently and in good faith offer and/or market the Premises to Producers for Projects.

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

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

5) Representative shall be knowledgeable of and subject to all City ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

## VII. WORK PRODUCT.

A. Representative hereby agrees that all work produced pursuant to this Agreement, and provided to City during and upon completion of this Agreement, shall be the property of the City, and ownership of said work product shall be retained by the City. Representative may take and retain copies of such written products as desired. The only exceptions are the photographs of the Premises which will remain the sole property of the Representative, provided that the City may retain and use copies thereof for governmental purposes with the advance written consent of Representative.

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

C. Documents are provided in Representative's standard software formats. City recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with City's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, City agrees to defend indemnify and hold Representative, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall Representative be liable for any loss of use, profit or any other damage.

## VIII. CITY SUPERVISION.

The City Manager, Assistant City Manager, and/or Department Heads, as designated, shall have the right of general supervision of all work performed by Representative and shall be the City's Agent with respect to Obtaining Representative's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager or Assistant City Manager.

## IX. TERMINATION.

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

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

B. Termination For Convenience. The City shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving thirty (30) business days' written notice to Representative. Upon the termination of this Agreement as provided herein, the City shall provide to Representative the part of Commission which would otherwise be payable to Representative for services Representative had completed as of the date of termination, less the amount of all previous payment with respect to the Commission. Representative agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

## X. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee, officer, or elected or appointed official of the City shall be employed by Representative during the term of this Agreement.

## XI. <u>NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES</u>.

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

## XII. <u>INDEPENDENT CONTRACTOR</u>.

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

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

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

## XIII. <u>PERS ELIGIBILITY INDEMNITY</u>.

A. In the event that Representative or any employee, agent, or subcontractor of Representative 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, Representative shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Representative or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

## XIV. LEGAL RESPONSIBILITIES.

Representative shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. The City, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the Representative to comply with this section.

## XV. INSURANCE COVERAGE.

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

- Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

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

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

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

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

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

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

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

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

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

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

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

Procurement of insurance by Representative shall not be construed as a limitation of Representative's liability or as fall performance of Representative's duties to indemnify, hold harmless and defend the City.

## XVI. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

## XVII. NO WAIVER.

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

## XVIII. INDEMNIFICATION.

A. City hereby agrees to indemnify and hold harmless, Representative from any claims and/or damages, including reasonable attorney's fees, that may arise out of the breach of any of City's representations, warranties, and/or covenants made by Tenant in this Agreement.

B. Representative hereby agrees to indemnify and hold harmless, City from any and all claims and/or damages, including reasonable attorney's fees, that may arise out of or result from the breach of any of Representative's representations, warranties, and/or covenant made by Representative in this Agreement.

## XIX. RELIEF AND DAMAGES.

Should any dispute arise in connection with the enforcement of this Agreement or should any action of proceeding be commenced to enforce the provisions of this Agreement, or the rights and duties of any party thereto, the Party prevailing in such dispute, action or proceeding shall be entitled in addition to other relief as may be granted, to reasonable attorneys' fees and to be reimbursed by losing party or parties for all costs and expenses incurred, including, but not limited to reasonable attorneys' fees for the services rendered to the prevailing Party. Notwithstanding the foregoing, City acknowledges and agrees that City shall not enjoin or otherwise prevent the distribution of any project produced pursuant to this Agreement.

## XX. MISCELLANEOUS.

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

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

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

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

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

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

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

## XXI. NOTICE.

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

If to City:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Andrew G. Pasmant, Acting City Manager

If to Representative:

PLAN A LOCATIONS
655 N. Central Avenue, 17th Floor
Glendale, CA 90004
310-990-8788 Phone
323-466-1876 Fax

## XXII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

## XXIII. CONFLICT OF INTEREST.

Representative 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 Representative under this Agreement, or which would conflict in any manner with the performance of its services hereunder.

Representative further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Representative shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

Representative 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 Representative. Representative's covenant under this section shall survive the termination of this Agreement.

## XXIV. ENTIRE AGREEMENT.

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

**AGREED AND ACCEPTED:**

| | |
|---|---|
| PLAN A LOCATIONS | CITY OF MONTEBELLO |
| By: ____________________________ | By: ______________________________ |
| Its: PLAN A LOCATIONS . | Its: Acting City Manager |
| | Office Phone: (323) 887-1394 |

**CITY OF MONTEBELLO**

**CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Andrew Pasmant, Acting City Manager

SUBJECT: MuniTemps (Municipal Staffing Solutions) Agreement and Budget Appropriation Resolution

DATE: March 28, 2018

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## RECOMMENDATION

That the City Council approve the MuniTemps agreement and budget appropriation for estimated costs related to the temporary staffing needs of the City.

## BACKGROUND

Being consistent with City Council's direction, Acting City Manager interviewed candidates to assist him with temporary staff to help with the administration of the Finance. The Acting City Manager is seeking Council approval to retain MuniTemps to provide administrative services for the temporary staffing needs of the City. City resolution 17-40 limits the Acting City Manager's signing authority on any agreement to $20,000. Therefore, the Acting City Manager is requesting the City Council's approval to exceed the threshold to pay for the services.

## ANALYSIS

An agreement with MuniTemps was signed in February 2018. The City hired MuniTemps to provide assistance to the Acting City Manager with Finance Administration including a Project Manager. The Finance Administrator will assist the Finance Department with managerial service needs within the Finance Department. The cost will be allocated between the General Fund (75%) and the Transit Fund (25%). The second person will be a Project Manager who will assist with the drafting of various City's Standard Operating Procedures (SOP) to make them current. The SOPs have been identified by previous state and internal audits as needing to be updated. The SOPs are a set of step-by-step instructions compiled to help employees carry out complex routine operations. SOPs aim is to achieve efficiency, quality output and uniformity of purpose, while reducing miscommunication and inconsistencies. The cost will be allocated the General Fund. The anticipated timeframe of this task (SOP preparation) will be for six weeks. A budget appropriation is needed in order to fund these services for the remaining current fiscal year.

The agreement with MuniTemps will be good for one year and maybe terminated or extended by either side at any time, depending on the needs of the City.

## FISCAL IMPACTS

The temporary staffing costs of the Finance Administrator will be allocated between the General Fund (75%) and Transit Fund (25%). The staffing costs of the Project Manager will be allocated to the General Fund (100%). A budget appropriation is needed in order to fund these services for the remaining current fiscal year. The total anticipated cost for the remainder of this fiscal year is $85,700; $67,900 (General) & $17,800 (Transit) and will be separately budgeted in FY 18-19 if the need continues.

## SUMMARY

The City Council will consider for approval the MuniTemps Agreement and budget appropriation for expenses related to the temporary staffing needs of the City.

## ATTACHMENTS

Draft Agreement
Budget Appropriation Resolution

**GOVERNMENT STAFFING SERVICES, INC.**

**EXHIBIT "A"**
**of Municipal Staffing Agreement**

MuniTemps®
Municipal Staffing Solutions

Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
Phone: 1-866-406-6864 • Fax: 1-866-498-6678
Website: www.munitemps.com

| | | |
|---|---|---|
| **Municipality:** | **City of Montebello** | Notes |
| **Client Contact:** | **Andy Pasmant** | **City Manager** |
| **Interim Position:** | **Finance Administrator** | Craig Koehler |
| **Bill Rate per Hour:** | **$109.50** | |
| **Hours per Week:** | **25 to 30** | TBD |
| **Start Date:** | **2/13/2018** | |
| **Expected Duration:** | **6 months** | Depending on Needs of City. |

CITY may hire Craig Koehler as its direct employee, as an independent contractor, or through any third party by paying a buyout fee equal to (a) 9% of the annual salary offered by CITY to Craig Koehler if (s)he has worked a minimum of 980 hours on MuniTemps' payroll at the CITY, or (b) 18% of the annual salary offered by CITY to Craig Koehler if (s)he has worked less than 980 hours on MuniTemps' payroll at the CITY.

City will properly supervise MuniTemps employee(s) performing its work and be responsible for its business operations, services, and intellectual property. City will also properly supervise, control, and safeguard its premises, processes, or systems, and not permit MuniTemps employees to operate any vehicle or mobile equipment unless approved by MuniTemps in writing.

**Job Description**
Provides highly responsible administrative support to the Deputy City Clerk to assist with the day-to-day operations of the City Clerk s Office

**INVOICING INFORMATION**: Let us know who needs to receive a copy of invoices. **Note:** *A/P must be copied also.*

Name:_________________________ Name:_____________________________

Title:__________________________ Title:_____________________________

Email:_________________________ Email:____________________________

**Authorized Signature:** ________________________________________ ______________________

**City Representative** **Date**

## Municipal Staffing Agreement

**GOVERNMENT STAFFING SERVICES, INC.**, dba **MuniTemps**, with its Corporate Mailing Address at **MuniTemps Corporate Lockbox, PO Box 718, Imperial Beach, CA 91933** ("STAFFING FIRM"), and the **CITY OF MONTEBELLO**, with its principal municipal office located at **1600 W Beverly Blvd., Montebello, CA. 90640** ("CITY") agree to the terms and conditions set forth in this Municipal Staffing Agreement (the "Agreement").

**STAFFING FIRM's Duties and Responsibilities**

1. STAFFING FIRM will:

   a. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under CITY's supervision at the locations specified on Exhibit A;

   b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;

   c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

**CITY's Duties and Responsibilities**

2. CITY will:

   a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;

   b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit STAFFING FIRM employees to operate any vehicle or mobile equipment (unless authorized under section 2.f. below), or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;

   c. Provide Assigned Employees with a safe work site and provide appropriate safety information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;

   d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and

   e. Exclude Assigned Employees from CITY's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
Phone: 1-866-406-6864 • Fax: 1-866-498-6678
Website: www.munitemps.com

f. CITY is authorized to direct STAFFING FIRM's employees to drive CITY vehicles and equipment if CITY assumes liability for STAFFING FIRM's employees under CITY's auto insurance policy and names STAFFING FIRM as "additionally insured".

**Payment Terms, Bill Rates, and Fees**

3. CITY will pay STAFFING FIRM for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CITY for services provided under this Agreement on a Semi-Monthly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CITY's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CITY for those hours. If a portion of any invoice is disputed, CITY will pay the undisputed portion.

4. STAFFING FIRM shall email invoices and supporting timesheets directly to the CITY's Accounts Payable office with a copy sent to any designated Department of the CITY.

5. STAFFING FIRM Employees are presumed to be nonexempt from laws requiring premium pay for overtime, double-time, holiday work, or weekend work. STAFFING FIRM will charge CITY special rates for premium work time only when an Assigned Employee's work on assignment at CITY, viewed by itself, would legally require premium pay and CITY has authorized, directed, or allowed the Assigned Employee to work such premium work time. CITY's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 8 hours in a standard schedule work day, or 40 hours in a standard week, CITY will be billed at 150% of the regular bill rate)

**Confidential Information**

6. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their CITYs. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CITY's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

**Cooperation**

7. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

**Payment in Lieu of CalPERS Reserve Fund**

8. CITY acknowledges that STAFFING FIRM is a private employer, ineligible for participation as a CalPERS employer, and as such, STAFFING FIRM cannot make any payments directly to CalPERS on behalf of its employees assigned to CITY on temporary work assignments, although said employees of STAFFING FIRM may have been prior members of CalPERS. STAFFING FIRM acknowledges that its employees may be subsequently hired (converted) from STAFFING FIRM's payroll onto the CITY's payroll, converting a STAFFING FIRM employee to a CITY employee, potentially making an employee subject to enrollment in CalPERS if CITY is a member of CalPERS.

STAFFING FIRM has created a **Payment in Lieu of CalPERS Reserve Fund** program and make payments to CITY to fully fund the Employee and Employer share of CalPERS contributions under **PEPRA** (Public Employee Pension Reform Act) contribution rates published annually by CalPERS, to allow CITY to make a payment retroactively back to **Day 1** of the temporary work assignment of employees of STAFFING FIRM assigned to City who were formerly CalPERS members, if so desired by CITY.

Further, CITY acknowledges that it cannot make payments to CalPERS on behalf of private employers' employees, such as those of STAFFING FIRM, while these employees are on the payroll of STAFFING FIRM, even if said employees are former CalPERS members and now assigned to work as temporary workers at CITY as members of STAFFING FIRM's contingent workforce that STAFFING FIRM temporarily assigns to municipal organizations throughout California and the United States.

Given the lack of clarity and inconsistent direction from CalPERS on the treatment of individuals formerly employed through a CalPERS member agency, but who have since been out of the CalPERS system for longer than six (6) months, and are now employed by a private employer such as STAFFING FIRM, STAFFING FIRM's **Payment in Lieu of CalPERS Reserve Fund** program will preserve its *employee's Constitutional right to earn a living* while seeking to *mitigate CITY's risk exposure to future CalPERS audits and fiscal impacts,* while STAFFING FIRM employees are on assignment at CITY.

STAFFING FIRM hereby agrees to make bi-weekly payments to CITY, as described below, during the entire period that STAFFING FIRM employees are assigned to CITY on temporary work assignments, to cover related fiscal impacts should the CITY later hire directly through conversion of employees of STAFFING FIRM to the CITY:

a. Payments shall be based on the "average" pay range for the CITY position being staffed by STAFFING FIRM on the temporary assignment.
b. Payments shall only apply to employees of STAFFING FIRM who are former CalPERS members who have been out of the CalPERS system for six (6) months or longer.
c. Payments shall be made based solely on the average pay rate range multiplied by the published CalPERS "List of Public Agency Contribution Requirements" for the applicable fiscal year, using the PEPRA Miscellaneous rates for Employee plus Employer rates. For FY 2017/18 the PEPRA Miscellaneous rates are 6.7% for Employee and 9.341% for Employer for a total rate of 16.091%.
d. An example of the Payment in Lieu of PERS Reserve Fund program for, say $60 per hour "average" pay rate for a Finance Administrator would total $9.66 per hour worked by STAFFING FIRM employee. During a bi-weekly period, the CITY would receive $772.80 for 80 hours worked on a full-time schedule worked by STAFFING FIRM employee. During a typical six (6) month temporary assignment for a Finance Administrator, the City would receive $10,000 deposited into its CalPERS Reserve Fund, which could be established in its Fiduciary Fund type "Trust Accounts".
e. At the end of the temporary assignment, if the CITY decides to convert STAFFING FIRM's employee to a permanent CITY employee, the CITY would have $10,000 to send to CalPERS, if allowed by CalPERS, to retroactively enroll STAFFING FIRM's employee in CITY's CalPERS account back to Day 1 of the temporary assignment.
f. If at end of the temporary assignment the CITY decides NOT to hire STAFFING FIRM's employee as a CITY employee, the CITY can reclassify the $10,000 from the CalPERS Reserve Fund and credit the funds against the Contract Services Expenditure Budget account to lower its "net" cost of temporary staffing during the temporary assignment.

Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
Phone: 1-866-406-6864 • Fax: 1-866-498-6678
Website: www.munitemps.com

g. STAFFING FIRM will offer the Payment in Lieu of CalPERS Reserve Fund program to any and all temporary and interim job orders as requested under the Exhibit "A" as shown in Section 1 of this agreement.
h. This CalPERS Reserve Fund program does not apply to CalPERS Annuitants.

**Indemnification and Limitation of Liability**

9. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CITY and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

10. To the extent permitted by law, CITY will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CITY's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CITY or CITY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

11. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

12. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 15 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

13. The provisions in paragraphs 8 through 12 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

**Miscellaneous**

14. Notwithstanding any other provision of this Agreement to the contrary, the provisions of paragraphs 8 - 12 shall remain effective after termination or renewal of this Agreement.

15. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

16. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

17. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
Phone: 1-866-406-6864 • Fax: 1-866-498-6678
Website: www.munitemps.com

18. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

19. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

20. CITY will not transfer or assign this Agreement without STAFFING FIRM's written consent.

21. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.

22. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

23. The provisions of this agreement shall be entered into according to the laws of the State of California.

**Term of Agreement**

24. This Agreement shall remain valid until terminated by either party upon **7 days** written notice. The **Exhibit "A"** can be terminated upon **1 day** written notice.

**Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.**

| **CITY OF MONTEBELLO** | **GOVERNMENT STAFFING SERVICES, INC.** |
|---|---|
| | John Herrera |
| Signature | Signature |
| | John Herrera, CPA |
| Printed Name | Printed Name |
| | President / CEO |
| Title | Title |
| | 03/07/2018 |
| Date | Date |

**RESOLUTION NO. ________**

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE APPROPRIATION OF FUNDS FOR EXPENSES RELATED TO THE TEMPORARY STAFFING NEEDS OF THE CITY**

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

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

FROM: TO:

| Account Number | Amount | Account Number | Amount |
|---|---|---|---|
| 100-2900 (General Fund Reserve) | $67,900 | 100-40-400-6040.10 (Outside Contracts Expense) | $67,900 |
| 600-2900 (Transit Fund Reserve) | $17,800 | 600-90-900-6040.10 (Outside Contracts Expense) | $17,800 |

**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 28th day of March, 2018.

________________________________
Vanessa Delgado, Mayor

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, Acting City Manager

**BY:** Tom Barrio, Director of Transportation

**SUBJECT:** Video Monitoring System – Request for Proposal No. 18-24

**DATE:** March 28, 2018

---

### RECOMMENDATION

That the City Council awards a contract to “myVAR” for the replacement of analog video surveillance, with advanced digital cameras and data analytics for Montebello Bus Lines (MBL), as recommended by the Director of Transportation, and authorize the Acting City Manager to execute the Agreement on behalf of the City.

### BACKGROUND

On October 12, 2017, the City issued Request for Proposal No. 18-24 (“RFP”) inviting proposals for a Video Monitoring System for use on MBL buses. The notice inviting bids was published on the City web Site, PlanetBids, and on GreenSheet from October 19, 2017 to November 8, 2017. The notice was also posted on transit industry websites, Mass Transit, and TransitTalent, from October 16th to November 6.

A pre-proposal meeting was held on October 31, 2017, to discuss the scope of work for the project. The meeting was attended by fifteen-(15) prospective bidders. As a result of the questions at the meeting and received through PlanetBids regarding the RFP, several addenda to the RFP were subsequently issued and published.

Two (2) responsive proposals were received on November 30, 2017. The two (2) proposers - Presidio and myVAR - were invited to present to a review panel. The panel consisted of an interviewer from Los Angeles Metropolitan Transit Agency, Torrance Transit and City’s Transit IT staff that evaluated each proposer on four elements that included: (1) General quality and responsiveness to proposal; (2) Statement of qualifications, experience and organizations relationship; (3) Work plan and technical approach; and (4) References from past clients. The panel selected myVAR as the company that would best meet the needs of the City’s Transportation Department for this project.

## ANALYSIS

The table below summarizes the proposals received by the City:

| Company | Bid Amount |
|---|---|
| myVAR | $3,810,714.00 |
| Presidio | $4,193,835.93 |

A three (3) member review panel evaluated the proposals based on the following scoring criteria:

| | |
|---|---|
| 1. General Quality and Responsiveness of proposal | 15% |
| 2. Statement of Qualifications, Experience and organizations Relationships | 45% |
| 3. Work Plan and Technical Approach | 30% |
| 4. References from Past Clients | 10% |
| **TOTAL** | **100%** |

Below are the panel scores for each firm:

| **myVAR** | % Weight | Average Score |
|---|---|---|
| 1. General Quality and Responsiveness of proposal | 15% | 15% |
| 2. Statement of Qualifications, Experience and organizations Relationships | 45% | 36% |
| 3. Work Plan and Technical Approach | 30% | 24% |
| 4. References from Past Clients | 10% | 0%[1] |
| **TOTAL** | **100%** | **75.00%** |

| **Presidio** | % Weight | Average Score |
|---|---|---|
| 1. General Quality and Responsiveness of proposal | 15% | 10% |
| 2. Statement of Qualifications, Experience and organizations Relationships | 45% | 30% |
| 3. Work Plan and Technical Approach | 30% | 16% |
| 4. References from Past Clients | 10% | 0%[2] |
| **TOTAL** | **100%** | **56.00%** |

[1] No references available due to the project being specific to meet the needs of the City.
[2] No references available due to the project being specific to meet the needs of the City.

Based on the proposals submitted by each firm, the review panel scores (including proposed fee/price) and interviews, in the opinion of staff the firm with the best qualifications and experience that meets the needs of the City is myVAR.

## FISCAL IMPACT

The cost of this solution, including five (5) years of maintenance and support for all hardware and software, is $3,810,714 including shipping and sales tax. As requested, the proposal has been split into two (2) phases with phase one totaling $1,345,000 and including: the replacement of the old analog video recorders with new "smart" digital recorders; the addition of Isonas access control to all buses; the installation of the storage to archive videos; and installation of the complete solution on the five new 2018 buses for validation. Phase two will be funded by Measure M totaling $2,465,714 and includes: completing the installation of new cameras and sensors on the remaining 56 buses; installation of the balance of the infrastructure; installation of the bus stop signs; and completion of the integration with AVL, J1939, and real-time analytics. Phase II, will be implemented upon approval of the grant that will fund this Phase.

Funding for this project is, as follows:

Funding Sources

Phase I

| Funding Sources | Grant/Project Number | Current Balance | Total Cost |
|---|---|---|---|
| PTMISEA 11-17 Request-55 Buses | 14/15-9-20K(001) | $ - | $ 1,100,000 |
| FY 2017 CalOES Transit Security | 6861-0002, FIPS #037-48816 | $ - | $ 105,000 |
| PTMISEA 11-17 Request-5 Buses | 10/11-5-20K(001) | $ - | $ 140,000 |
| **Total Funding** | | | **$ 1,345,000** |

Phase II

| Funding Sources | |
|---|---|
| Measure M | $ 2,465,714 |
| | |
| **Total Funding** | **$ 2,465,714** |

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

## SUMMARY

The City Council will consider authorizing the Acting City Manager to execute a contract with myVar to upgrade the City's outdated and less-effective bus video surveillance system to a new system that will provide more timely and relevant data and further enhance the service, safety, and security of our passengers and community.

## ATTACHMENTS

Proposal from myVAR LLC

Proposal for

City of Montebello

# Video Monitoring System, RFP No. 18-24

March 2, 2018

myVAR LLC
Lance King, Consultant
408-643-4131
www.myvar.tech
2151 Village Walk Dr #18303
Henderson, NV 89012

Proposal for
# Improving Safety and Security for Montebello Bus Lines

Safety and security for public transportation is among the most difficult arenas to protect. Buses are always in motion and because of their size and volume of passengers, there is no shortage of blind spots that lead to accidents or problems inside and outside of the bus. And having to wait for a bus to return to the depot and upload its video creates an unacceptable response time in today's world.

Our **Stream-It**™ solution (real-time streaming of video and analytics) is designed to eliminate the blind spots while creating advanced on-board intelligence, greater visibility and situational awareness in real-time.

## Overview

Although the title of this RFP is Video Monitoring System, we believe it would be a catastrophic mistake to focus the proposal evaluation on the respective video monitoring systems because what the RFP really describes is a system to improve safety and security for Montebello Bus Lines and the larger community. There are more than 40 companies in the video monitoring industry, but being able to provide realtime video monitoring from a moving bus with integrated data analytics is extremely difficult. Many have tried and failed, which is why you likely only received a few proposals even though 60+ bidders initially intended to bid. In contrast, we are the leader in realtime mobile video surveillance with analytics and the only company that provides a complete solution. As you will see, this complete solution is easier to implement, will be up and running much sooner, has much less risk, and is less expensive than trying to build a custom solution.

The solution is called **Stream-It**™ (because it can stream realtime video, audio, and data analytics), and is composed of "appliances" for the data center and an appliance and cameras for the buses. These appliances combine all the required compute, storage, communications, networking, and software (with licensing and support for three years) into a single component to make it easier to understand, procure, implement, use, and maintain.

**Stream-It**™ will allow Montebello to view and record live video and capture metadata from buses, supervisor cars, bus stops, body cameras, and cell phones and then easily manage that video and analyze the data from popular web browsers without having to wait for a bus to return to the depot and upload its video first. This thoroughly modern, web-based solution is much easier to use and maintain than traditional video management systems. First and foremost, unlike every other video monitoring system, **Stream-It**™ was built from the ground up to be a *realtime mobile data analytics platform*—not just a storage repository for video. This is a critical distinction because it makes it far less expensive to perform data analytics, and allows you to do them in realtime. This means that rather than being obsolete the day it is installed, its capabilities and value to Montebello will continue to grow.

### *Summary with Budgetary Pricing*

All of the following items include all hardware and software warranties, licenses, support and maintenance for five years, and all meet or exceed the standards described in the RFP. Our goal was to provide the best price on the best quality to ensure long lasting satisfaction.

Project Overview (the breakdown of Phase 1 (page 4) & Phase 2 (page 5) follow.

| | Description | Qty | Price | Ext. Price |
|---|---|---|---|---|
| Data Center | | | | |
| | Compute Appliance | 3 | 54,000 | 162,000 |
| | Storage Appliance 2PB usable | 5 | 145,200 | 726,000 |
| | Realtime Analytics, SDN monthly | 60 | 1,800 | 108,000 |
| Buses | | | | |
| | Vehicle Appliance | 61 | 7,179 | 437,919 |
| | All Cameras, sensors, cabling, and Isonas | 61 | 16,223 | 989,603 |
| Bus Stop Signs | | | | |
| | Safety Zone Bus Stop Signs (includes camera, modem, battery, & solar power) | 30 | 13,376 | 401,280 |
| Training | | | | |
| | Signage Training | 2 | 1,800 | 3,600 |
| | **Stream-It**™ Software Training | 4 | 1,800 | 7,200 |
| Professional Services | | | | |
| | Access Card system integration (engineer) | 3 | 1,800 | 5,400 |
| | Install equipment on buses (technician) | 61 | 2,400 | 146,400 |
| | AVL (bus arrival time) system integration (eng.) | 10 | 1,800 | 18,000 |
| | Bus Control (J1939) system integration (eng.) | 15 | 1,800 | 27,000 |
| | Real-time Data Analytics (engineer) | 15 | 1,800 | 27,000 |
| | Project Manager | 30 | 1,800 | 54,000 |
| Totals | | | | |
| | Full solution for year 4 | 1 | 177,760 | 177,760 |
| | Full solution for year 5 | 1 | 177,760 | 177,760 |
| Totals | | | | |
| | Sub Total (not including tax or shipping) | | | 3,468,922 |
| | Sales Tax | 1 | 9.5% | 329,548 |
| | Shipping | 1 | 12,244 | 12,244 |
| | Grand Total | | | 3,810,714 |

This solution will be implemented in two phases. Phase 1 will include replacing the out-dated and failing NVRs (network video recorders) in the buses with **Stream-It**™ Vehicle Appliances and installing Isonas access controls in all 61 buses. Phase 1 will also include the installation of the the **Stream-It**™ Storage Appliance so that the video can be archived. The five new (2018) buses will be equipped with the new cameras and sensors for testing and validation. Montebello will not be charged for this hardware until it has passed all tests, which will initiate Phase 2. Because the **Stream-It**™ Vehicle Appliances are made to order, a deposit of 50% ($218,959.50 + $20,801.15 for sales tax = $239,760.65 total) will be required at project initiation. The storage and the balance of Phase 1 will be billed as work is completed.

| ***Phase 1: Replace NVR, install Isonas, add Storage*** | | ***Qty*** | ***Price*** | ***Ext. Price*** |
|---|---|---|---|---|
| Data Center | | | | |
| | Storage Appliance 2PB usable | 5 | 145,200 | 726,000 |
| Buses | | | | |
| | Vehicle Appliance | 61 | 7,179 | 437,919 |
| Professional Services | | | | |
| | Access Card system integration (engineer) | 3 | 1,800 | 5,400 |
| | Installation of Vehicle Appliances (technician) | 61 | 690 | 42,090 |
| Project Management | | | | |
| | Project Manager | 8 | 1,800 | 14,400 |
| Totals | | | | |
| | Sub Total (not including tax or shipping) | | | 1,225,809 |
| | Sales Tax | 1 | 9.5% | 116,452 |
| | Shipping | 1 | 2,739 | 2,739 |
| | Grand Total | | | 1,345,000 |

Phase 2 will complete the project and includes the installation of new cameras (including the thermal cameras), integration with the AVL system, integration with the bus control (J1939) system, installation of the data center Compute Appliances (redundant servers), and installation of the Bus Stop Safety Zone signs with solar and battery powered video surveillance at 30 existing bus stops. Phase 2 also extends the warranties/maintenance/support and licensing agreements for all hardware, software, and installation to five years.

Please refer to the Microsoft Excel spreadsheet titled “MBL Project Status for a detailed summary of the project and its current completion status.

| Phase 2: Servers, Cameras, Analytics & Ext. Maint. | | Qty | Price | Ext. Price |
|---|---|---|---|---|
| Data Center | | | | |
| | Compute Appliance | 3 | 54,000 | 162,000 |
| | Realtime Analytics, SDN monthly | 60 | 1,800 | 108,000 |
| Buses | | | | |
| | All Cameras, sensors, cabling, and Isonas | 61 | 16,223 | 989,603 |
| Bus Stop Signs | | | | |
| | Either WaySine LED, CHK 13" E-Ink, or **Stream-It**™ Safety Zone Bus Stop with color 31" E-ink display (all signs include camera, modem, battery, & solar power) | 30 | 13,376 | 401,280 |
| Training | | | | |
| | Signage Training | 2 | 1,800 | 3,600 |
| | **Stream-It**™ Software Training | 4 | 1,800 | 7,200 |
| Professional Services | | | | |
| | Installation of New Cameras (technician) | 61 | 1,710 | 104,310 |
| | AVL (bus arrival time) system integration (eng.) | 10 | 1,800 | 18,000 |
| | Bus Control (J1939) system integration (eng.) | 15 | 1,800 | 27,000 |
| | Real-time Data Analytics (engineer) | 15 | 1,800 | 27,000 |
| | Project Manager | 22 | 1,800 | 39,600 |
| Extended Maintenance, Support, & Licensing for all Hardware, Software, & Installation | | | | |
| | Full solution for year 4 | 1 | 177,760 | 177,760 |
| | Full solution for year 5 | 1 | 177,760 | 177,760 |
| Totals | | | | |
| | Sub Total (not including tax or shipping) | | | 2,243,113 |
| | Sales Tax | 1 | 9.5% | 213,096 |
| | Shipping | 1 | 9,505 | 9,505 |
| | Grand Total | | | 2,465,714 |

## Solution Description (statement of proposal)

myVAR LLC proposes to fulfill the Montebello Video Monitoring System proposal by installing compute and storage appliances in Montebello's data center that will receive the video feeds from the buses and also host the web-based software that allows users to access the system from popular browsers on Windows and Macintosh computers, and popular mobile devices.

### *Data Center*

The three **Stream-It** Compute Appliances are a true hyper-converged solution that is designed to scale infinitely with minimal maintenance and virtually no downtime. This appliance is built to our specifications by Nutanix and needs just 2u of rack space for three nodes (with room for a 4th node in this chassis if ever needed). These appliances meet or exceed the specifications for compute resources outlined in the RFP, and are equipped with the latest Intel Xeon Silver processors and include fast, solid state drives. These compute appliances run the **Stream-It** software so that users can access the software from popular browsers on Windows and Macs without ever needing to install or update an application on their computer. And like all of our appliances, it comes with 3 years of hardware and software licenses, warranty, support, and maintenance so that you can focus on making the most of your realtime mobile video surveillance solution rather than administering it.

The five **Stream-It** Storage Appliances require just 4u of rack space each for 70 8TB hard drives that combined provide 2PB of usable capacity in less than half a rack of space. Because video files can vary greatly in size based on resolution, the codec used, and the amount of movement in the video it is impossible to estimate exactly how many months of storage this will provide, but the RFP suggested this would likely provide 6 months of capacity. These storage appliances meet or exceed all of the requirements outlined in the RFP, are Amazon S3 compatible, and are made to our specifications by Cloudian. This storage is designed to scale infinitely (without downtime), and is the preferred storage for performing data analytics.

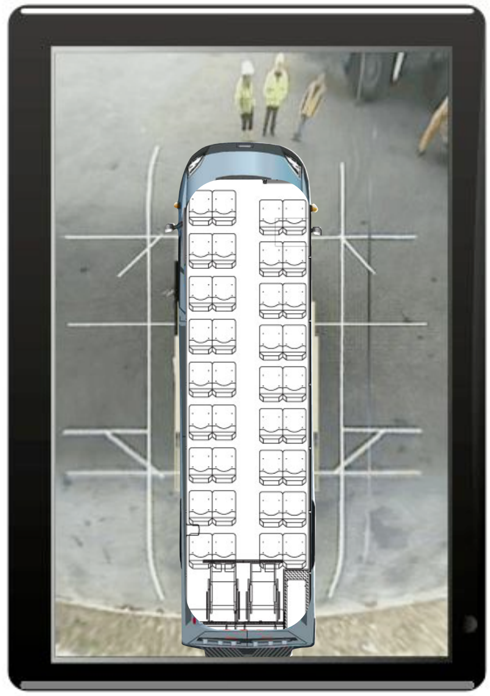
These appliances will be professionally installed with color-coded network wiring and require a total of only 22u of a 42u rack so that you will still have plenty of room to grow in your data center.

### *Buses*

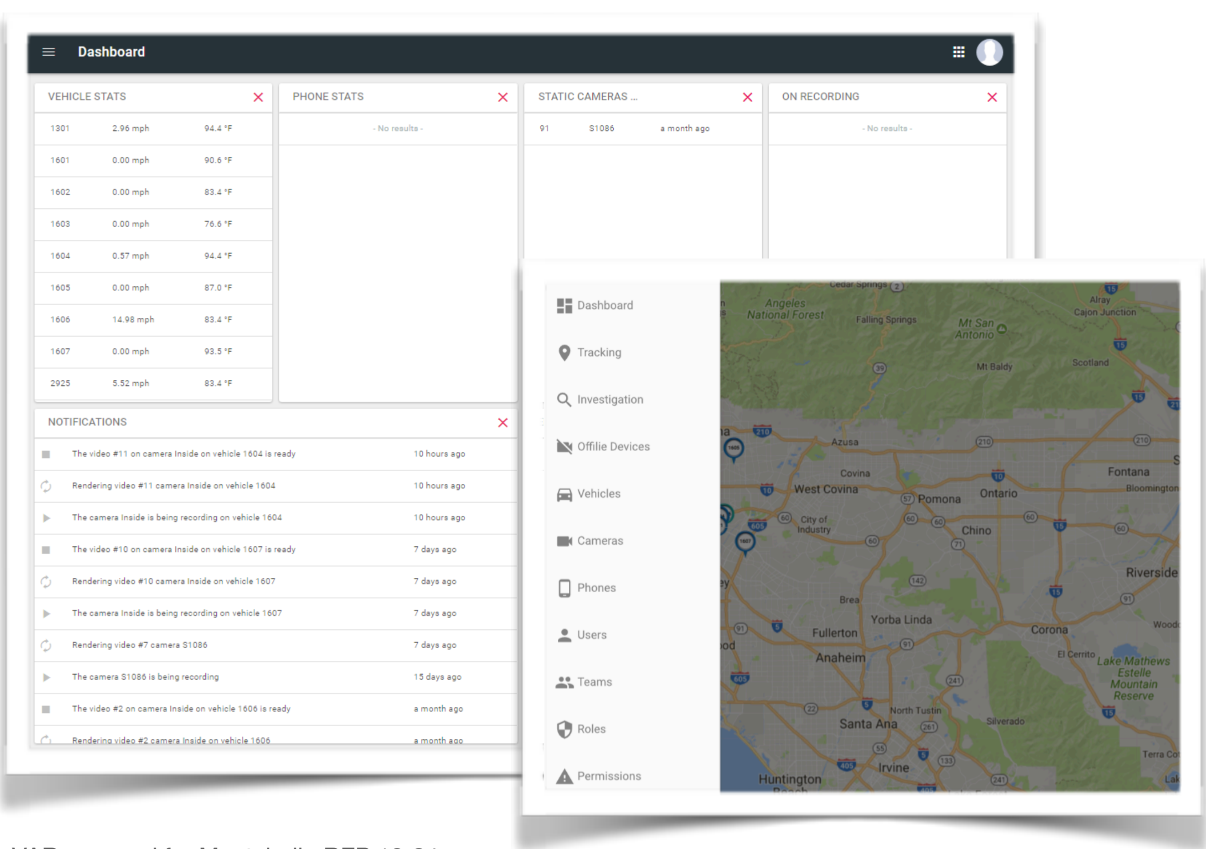
Each bus will have a **Stream-It** Vehicle Appliance that combines compute, storage, and both wired and wireless networking as required to aggregate the video from the cameras and provide access to it wirelessly in realtime over the 4G LTE cellular network and to upload it to the data center over the WiFi network at the bus depot. These appliances are made to our specifications by Sintrones and meet or exceed all of the specifications outlined in the RFP, and include twice the requested memory at 16GB to ensure you have plenty of memory available for software upgrades and data analytics during their useful lives.

With just one exception, the cameras in our solution are all provided by Mobotix because of their flexibility, durability, image quality, and small file size. The one exception is the infrared (IR) camera that monitors the rear door to help identify potential hazards since this is the most common trouble spot for buses. For this camera, we propose the **Stream-It** Infrared Camera which has 4 times the resolution of the Mobotix camera, is also industrial-rated, and is priced a little lower. However, if you would still prefer the Mobotix IR camera we will gladly use it instead.

We would also like to propose another configuration for the cameras that would allow us to provide our patent pending **Stream-It** Complete View system which stitches together the video from all four sides of the bus into a single “surround view” to provide the driver with a 360º view of the external surroundings. What makes our system unique is that rather than showing the top of the bus in the center of the screen, it shows the bus’ interior so that in one quick glance the driver can see everything going on inside and around the bus. Other vendors need 2-5 separate windows to show this same amount of information—and the driver has to figure out which window represents a particular view. This feature is expected to be released in the Summer of 2018 as a standard feature at no additional charge. See mock-up below.

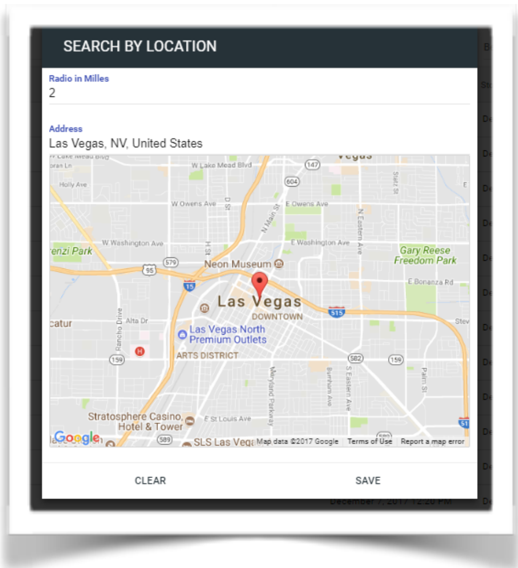


*At right: a very rough mock-up of **Stream-It*** Complete View



### ***Software***

But the most exciting part of our solution is the software. It was designed by transportation experts to meet their needs. Not only can you view live video at any time, of any bus, from anywhere that has an Internet connection, and from virtually any device. And unlike traditional video monitoring software, it is simply beautiful, and beautifully simple.



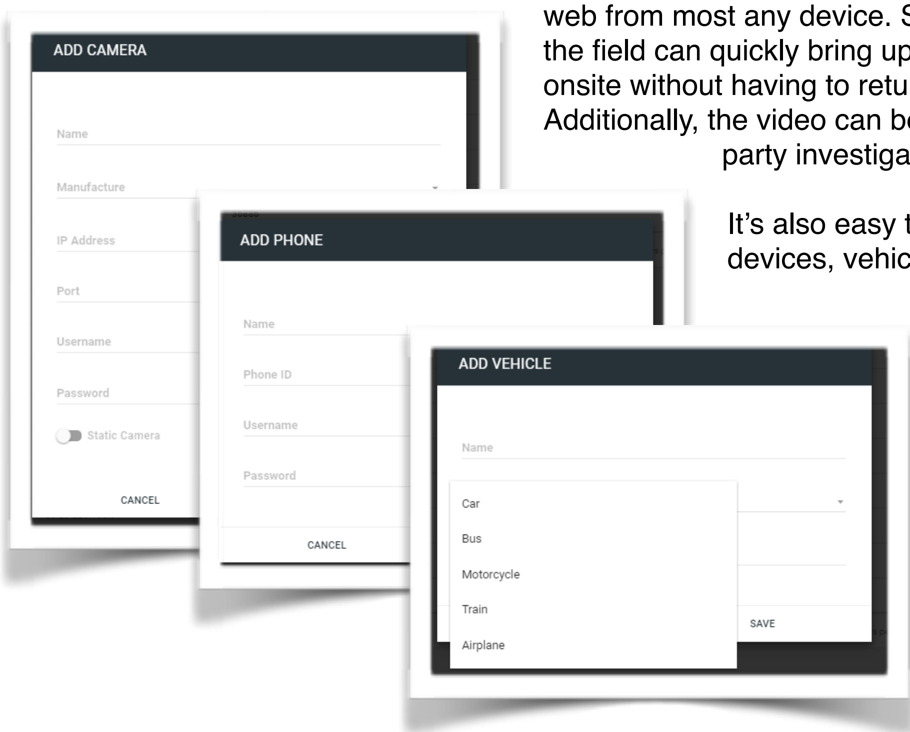

*Investigation*

Lets investigators search for stored videos from the on-demand recording and synced video from remote cameras. Searching is easy using fields such as source, device, identifier, position and date. While it seems obvious that it should be this easy to search, it is very difficult in most other video surveillance systems and often requires additional servers and and expensive indexing software.

What really sets **Stream-It**™ apart is that it can search based on location. For example, if security personnel want to find out if there were any other videos captured near an incident, all they need to do is enter the address and all the videos with appear in a selected radius whether that video was captured from a fixed camera, a bus driving by or a police officer's body camera. Investigators can further pinpoint the exact address of the video under the video information.

Another feature is the ability to add comments to a video and then search based on that comment.

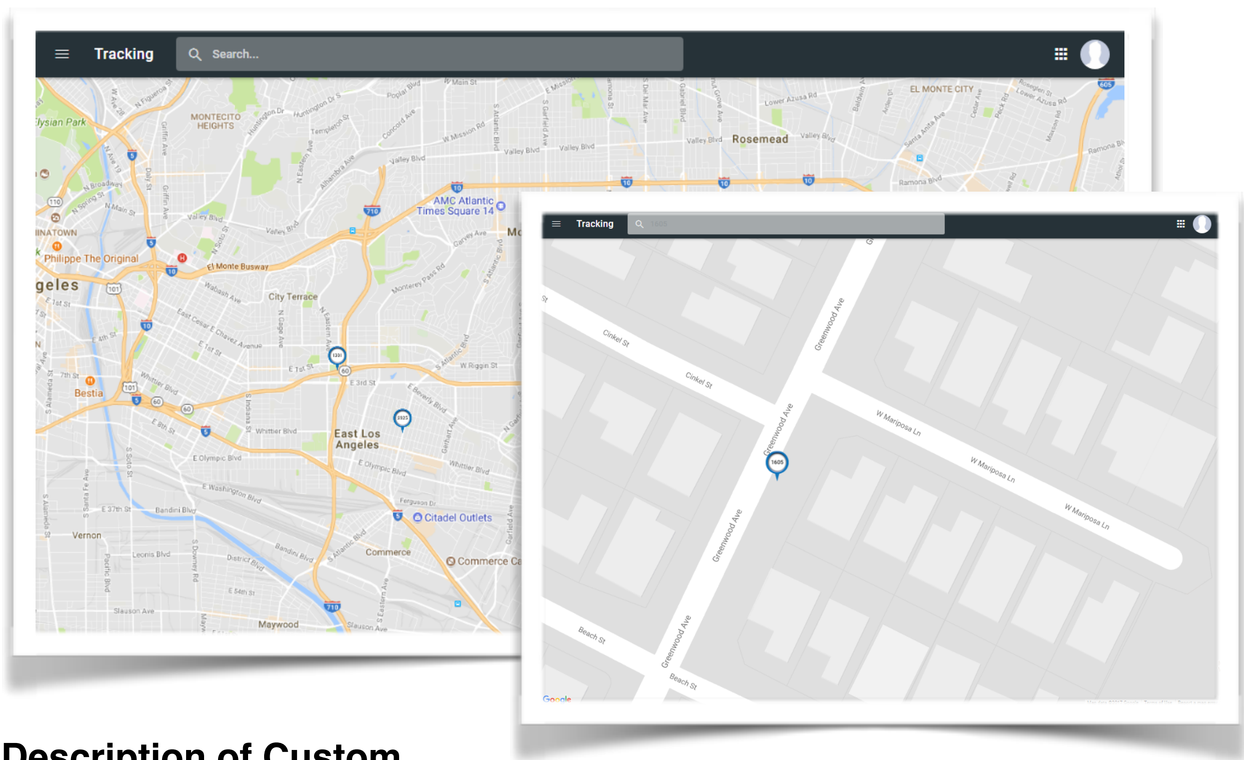
The video can be viewed instantaneously over the web from most any device. So an investigator in the field can quickly bring up video for review while onsite without having to return to the office or a car. Additionally, the video can be shared with third party investigators.




It's also easy to manage cameras, devices, vehicles, and users. Which makes you wonder why all of this is so hard on other video management systems (VMSs).

*Tracking*

Tracking provides a realtime overview of the location of all vehicles. It is color coded to make it easy to distinguish vehicles from mobile devices and fixed cameras. All of these features and many more are available today.



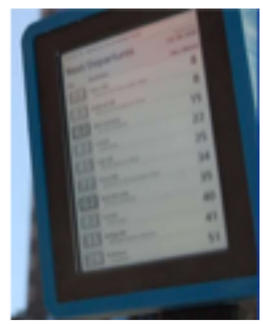

## Description of Custom Software to Be Developed

We don’t need to develop any custom software as our software is already written and being used daily. There is, however, some software integration work that needs to be done to integrate Montebello’s access card system, bus arrival time (AVL) system, and the bus control system (J1939) with our software. The professional services for all of these totals less than $25,000.

We are still working on a few of the features requested, mostly related to the Bus Stop Safe Zone, such as counting the number of people waiting at the bus stop, and the automatic announcement that is played when the Safe Button is activated. These features will be added to our software for no additional charge. Please refer to the delivery schedule below for more details.

Once you have verified that our Android app has all the functionality you requested and works the way you would like it to work we will start coding the iOS app. The iOS app should be available within 60-90 days after approval of the Android app. There will not be any additional charge for the creation of the iOS app, and both the iOS and Android apps will be available from their respective app stores as free downloads when completed and approved by Montebello.

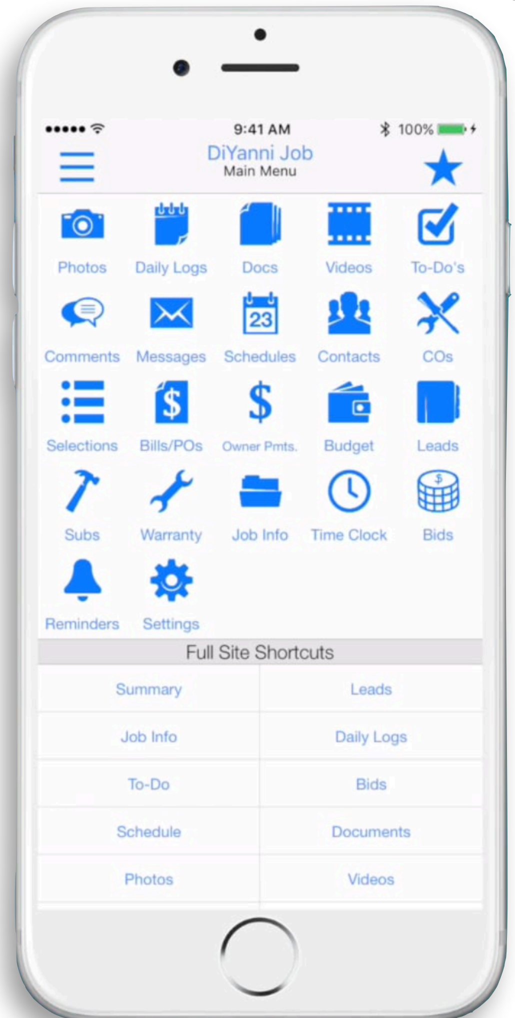
### ***Safety Zone Bus Stops***
For the Safety Zone Bus Stops we are presenting options from three different vendors, they are all the same price so you can focus on the type of sign you want. All come with three years of licensing, support; and surveillance camera, embedded computer, BEC LTE modem, solar & battery power system, and installation.

| ***Description*** | ***Price for 30*** | ***Sample*** |
|---|---|---|
| WaySine LED 2-line | $401,280 |  |
| CHK America 13” E-ink grayscale screen | $401,280 |  |
| **Stream-It** 31” color E-ink screen, or 13” grayscale | $401,280 |  |

Trying to integrate the video surveillance, industrial PC, LTE modem, and additional solar and battery power into an aesthetically pleasing package proved very challenging on existing signage. Ultimately, we decided the Safety Zone Bus Stop was too good of an idea to execute haphazardly, so we decided to propose our own solution using either a 31” color E-ink screen or a 13” grayscale E-ink screen.  This also gives us the opportunity to better integrate the white and amber LED lights, the video cameras, the panic button, and the solar & battery system.

## Project Management, Change Control, Delivery Schedule, and Payment Milestones

Project management affects how successful or stressful a project can be. Lance King will be managing this project and has decades of experience managing large, expensive, technical projects. Three of the keys to successful project management are simplification, communication and coordination. We achieve by providing all interested parties (Montebello employees, myVAR, and the various sub-contractors with a free app for their Android or Apple phones. This app is dedicated to this project and is a single, continuously updated source of everything happening with the project. This app includes the schedule/timeline, a text messaging system that aggregates all of the texts regarding this project into one place, and a change control process. For example, if during an inspection a Montebello employee noticed a wire was routed one way but would prefer to have it routed another way, this employee could take a picture using our project management app, draw on the picture to call attention to the issue, speak the changes desired and have it quickly converted to text, and then send it to the appropriate people. This item can now be tracked by everyone, and if the requested change affects the budget, the change control can be requested and approved within the app with the change carrying through to our accounting system for proper credit or charge back. See photo.




On the next page you will see this project’s recommended timeline with delivery schedule and payment milestones. This chart will be update at least weekly and/or incorporated into the project management app so that updates on progress are always available when you want them.

**oject Leader:** Lance King **Project:** Montebello Transit Safety & Security Project **Date:** 20-Feb-18

**oject Objective:** Improve safety and security by equipping buses and bus stops with real-time mobile video surveillance with data analytics.

Project Completed By: December 31, 2018

| Major Tasks | Date Done | City of Montebello | myVAR | WESCO | Wincal | Sign Manufacturer |
|---|---|---|---|---|---|---|
| Submit proposal by 11 am 12/14/2017 | 14-Dec-17 | | R | | | |
| Present proposal to independent review board | 18-Jan-18 | | R | | | |
| Meet with Montebello to make final revisions | 13-Feb-18 | | R | | | |
| Montebello City Council meets to approve proposal | 14-Mar-18 | R | | | | |
| Sign contract and receive purchase order and deposit | | R | R & A | A | A | A |
| Phase 1: order Storage & Vehicle Appliances, & Isonas access control | | | R | | | |
| Install Storage Appliances | | | R | | | |
| Prototype: install equipment on one 2018 bus & verify solution | | | R | | A | |
| Finalize Bus Stop Safety Zone sign and order prototype | | | R | | | |
| Wiring harness: provide dimensions and order wiring harnesses | | | A | A | | |
| For 56 buses with analog cameras, replace NVR with Vehicle Appliance | | | R | | A | |
| Install complete system on remaining 4 new 2018 buses w/wiring harness | | | R | | A | |
| Test and validate complete system on 5 new 2018 buses | | R | A | | | |
| Test and validate prototype Bus Stop Safety Zone sign | | R | A | | | |
| Order Bus Stop Safety Zone signs | | | R | | | A |
| Phase 2a: order Compute Appliances and cameras/sensors for 27 buses | | | R | | | |
| Phase 2a: install cameras/sensors on first set of 27 buses | | | R | | A | |
| Install and test prototype Safety Zone Bus Stop | | R | R | | | A |
| Make any required changes to Safety Zone Bus Stop and place order | | | R | | R | A |
| Phase 2b: order cameras/sensors for remaining 26 buses | | | R | | | |
| Phase 2b; install equipment on remaining 26 buses | | | R | | A | |
| Realtime data analytics integration | | R | A | | | |
| Access card (Isonas) system integration | | C | A | | | |
| Bus control system (J1939) system integration | | C | A | | | |
| AVL system integration | | C | A | | | |
| Safety Zone Bus Stop installation | | | R | | | A |
| Stream-It training | | R | A | | | |
| Provide invices promptly for equipment delivered and work completed | | | A | | | |
| Issue prompt payment for equipment delivered and work completed | | A | | | | |

| Anticipated payments schedule (in thousands): | Dec-2017 | Jan-2018 | Feb-2018 | Mar-2018 | Apr-2018 | May-2018 | Jun-2018 | Jul-2018 | Aug-2018 | Sep-2018 | Oct-2018 | Nov-2018 | City of Montebello | myVAR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 240 | 800 | 100 | 200 | | 500 | 500 | 500 | 500 | A | A |

es:

e:
s is a somewhat aggressive time table because costs increase with time required, and we are trying to keep costs low and provide the solution as quickly as possible. Staying on this schedule requires prompt payment of monthly invoices.

KEY: Task planned | Task completed on time | Task in jeopardy | Task late | Task completed late

## About myVAR LLC

Although the developers have been working on the **Stream-It**™ software for two years, myVAR was only founded this year once the software was ready to go to market. myVAR is 100% focused on just what the City of Montebello is looking for—a realtime mobile video surveillance system with integrated data analytics. Many have tried to create this solution and failed, including some of the biggest names in video surveillance. This shouldn't come as a surprise since almost all innovation comes from small companies and because making this work required us to move from some of the old standards and instead embrace newer, web-scale technologies. Indeed, the very size of the large video surveillance companies is what has kept them from succeeding at realtime mobile video surveillance with analytics, and why partnering with them on a project like this would be very risky and expensive. While it makes perfect sense to partner with large, established companies for established technologies, it makes even more sense to partner with the visionary startups when you are trying to improve upon the status quo.

myVAR LLC is a Nevada corporation wholly owned by Lance King. It has no longterm debt, and only a short term line of credit used to purchase and resell technology hardware and software.

We look forward to the prospect of partnering with the City of Montebello to create new standards for safety and security in public transportation.

## Project Team Information

We have worked hard to put together an all-star team for this project. Every member of the team is a specialist in their area with many years of experience, great character and a strong work ethic and desire exceed their customers' expectations.

Lance King of myVAR LLC is the prime contractor for this project. He has decades of experience as a solutions architect, managing IT, and has worked for startups in Silicon Valley as well as for Dell and Lenovo. More importantly, he knows how to manage large, complex projects like this one. For reference, he designed and built a data center that saved millions of dollars, was completed on time and on budget, and won a ComputerWorld best-practices award for innovation and efficiency. Lance will bring that same world-class skill to this project to ensure the City of Montebello achieves its goals.

Ben Torres and Frank Sepulveda are the excellent software and hardware engineers who caught the vision of how realtime mobile video surveillance could transform public transportation and improve safety, security, efficiency, and customer satisfaction. Their vision and dedication is why **Stream-It**™ software and hardware is years ahead of the industry. The fact that they have mobile video surveillance with analytics working and none of the largest video surveillance companies do is a testament to their skills and tenacity.

Tommy Chang of Wincal is the sub-contractor leading the bus installation team. He is based in Montebello and has built a reputation over the last five year for doing excellent work at reasonable prices while being a pleasure to work with.

## Addenda

### *Checklist*
Please see the attached Checklist file in pdf format for a detailed checklist

### *List of Hardware and Software Products*
Please see the attached List of Hardware and Software Products in pdf format for detailed list of components. Please note that the camera sensors and lens may change from what is described in this list as we further refine Montebello's goals. However, the price will stay the same regardless of the sensors and lenses chosen.

### *One Page Project Manager/Timeline*
Please see the attached pdf file for a larger version of the project timeline.

### *MBL Project Status Worksheet*
Please see the attached screenshot of the worksheet that includes a detailed breakdown and current status of the project. The up-to-date version of this worksheet can be viewed and/or downloaded at any time using the myVAR project management app (described on page 11 of this proposal) that is available to everyone involved in this project.

### *Detailed Breakdown of Extended Maintenance*
This shows the allocation of costs for extended maintenance.

## List of Required Forms

Please see attached, required forms.

1. References
2. Receipt of Addenda Form
3. Proposers Information, Qualification Certificate
4. Statement of DBE Participation
5. Bidder's List of Participating Firms
6. Buy America Provision
7. Ineligible Contractors (Prime)
8. Certification of Restrictions on Lobbying
9. Certification Re Debarment & Suspension
10. Non-Collusion Affidavit of Prime Bidder
11. Certification of a Drug Free Workplace

### ***Detailed Breakdown of Extended Maintenance***

Please use the myVAR app or website to view or download the current version of this document.

| ***Annual Hardware and Software Support & Maintenance*** | | | | | | |
|---|---|---|---|---|---|---|
| | | Equipment | | | Maintenance | |
| | Description | Qty | Price | Ext. Price | %/Yr | $/Yr Total |
| Data Center | | | | | | |
| | Compute Appliance | 3 | $54,000 | $162,000 | 8.0% | $12,960 |
| | Storage Appliance 2PB usable | 5 | $145,200 | $726,000 | 8.0% | $58,080 |
| Buses | | | | | | |
| | Vehicle Appliance | 61 | $7,179 | $437,919 | 8.0% | $35,034 |
| | All Cameras, sensors, cabling, and Isonas | 61 | $16,223 | $989,603 | 4.0% | $39,584 |
| Bus Stop Signs | | | | | | |
| | Stream-It™ Safety Zone Bus Stop | 30 | $13,376 | $401,280 | 8.0% | $32,102 |
| | Sub Total (not including tax or shipping) | | | $3,043,202 | 5.8% | $177,760 |
| | Sales Tax | 1 | | | 9.5% | $16,887 |
| | Grand Total (per year) | | | | | $194,647 |
| Hardware and software support & maintenance costs are in blue | | | | | | |

## *MBL Project Status Worksheet Sample*

Please use the myVAR app or website to view or download the current version of this document.

| | A | B | C | D | E | F | G | H | I | J | K | L | N | O | P | Q | R |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Montebello Bus Lines | | | | | | | | | | | | | | | | |
| 2 | Video Surveillance Project (RFP 18-24) | | | | | | | | | | Installation & Validation | | | | | | |
| 3 | | | | | | | | | | | Phase 1 | | Phase 2 | | | | |
| 4 | Age Rank | Bus # | Status | Year | Make | Model | Current NVR | Upgrade Video | Current Cameras | # of New Cameras | Vehicle Appliance | Isonas | Wiring Harness | Thermal Camera | Non-Thermal Cameras | Solar Power System | Display Screen |
| 5 | 1 | 2106 | Contingency | 2001 | Gillig | 40' | Analog | No | 7 | 11 | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable |
| 6 | 2 | 2107 | Contingency | 2001 | Gillig | 40' | Analog | No | 7 | 11 | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable |
| 7 | 3 | 2108 | Contingency | 2001 | Gillig | 40' | Analog | No | 7 | 11 | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable |
| 8 | 4 | 2109 | Contingency | 2001 | Gillig | 40' | Analog | No | 7 | 11 | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable |
| 9 | 5 | 2110 | Contingency | 2001 | Gillig | 40' | Analog | No | 7 | 11 | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable |
| 10 | 6 | 2111 | Contingency | 2001 | Gillig | 40' | Analog | No | 7 | 11 | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable |
| 11 | 7 | 2112 | Contingency | 2001 | Gillig | 40' | Analog | No | 7 | 11 | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable |
| 12 | 8 | 2501 | Retiring in March | 2005 | New Flyer | 40' Hybrid | Analog | No | 7 | 11 | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable |
| 13 | 9 | 2502 | Retiring in March | 2005 | New Flyer | 40' Hybrid | Analog | No | 7 | 11 | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable |
| 14 | 10 | 2503 | Retiring in March | 2005 | New Flyer | 40' Hybrid | Analog | No | 7 | 11 | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable |
| 15 | 11 | 2504 | Retiring in March | 2005 | New Flyer | 40' Hybrid | Analog | No | 7 | 11 | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable |
| 16 | 12 | 2505 | Retiring in March | 2005 | New Flyer | 40' Hybrid | Analog | No | 7 | 11 | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable | Not Applicable |
| 17 | 13 | 2801 | Active | 2008 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 18 | 14 | 2802 | Active | 2008 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 19 | 15 | 2803 | Active | 2008 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 20 | 16 | 2804 | Active | 2008 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 21 | 17 | 2805 | Active | 2008 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 22 | 18 | 2806 | Active | 2008 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 23 | 19 | 2807 | Active | 2008 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 24 | 20 | 2808 | Active | 2008 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 25 | 21 | 2809 | Active | 2008 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 26 | 22 | 2810 | Active | 2008 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 27 | 23 | 2811 | Active | 2008 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 28 | 24 | 2812 | Active | 2008 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 29 | 25 | 2813 | Active | 2008 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 30 | 26 | 2814 | Active | 2008 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 31 | 27 | 2815 | Active | 2008 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 32 | 28 | 2901 | Active | 2009 | New Flyer | 35' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 33 | 29 | 2902 | Active | 2009 | New Flyer | 35' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 34 | 30 | 2903 | Active | 2009 | New Flyer | 35' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 35 | 31 | 2904 | Active | 2009 | New Flyer | 35' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 36 | 32 | 2905 | Active | 2009 | New Flyer | 35' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 37 | 33 | 2906 | Active | 2009 | New Flyer | 35' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 38 | 34 | 2907 | Active | 2009 | New Flyer | 35' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 39 | 35 | 2908 | Active | 2009 | New Flyer | 35' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 40 | 36 | 2909 | Active | 2009 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 41 | 37 | 2910 | Active | 2009 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 42 | 38 | 2911 | Active | 2009 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 43 | 39 | 2912 | Active | 2009 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 44 | 40 | 2913 | Active | 2009 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 45 | 41 | 2914 | Active | 2009 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 46 | 42 | 2915 | Active | 2009 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 47 | 43 | 2916 | Active | 2009 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 48 | 44 | 2917 | Active | 2009 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 49 | 45 | 2918 | Active | 2009 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 50 | 46 | 2919 | Active | 2009 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 51 | 47 | 2920 | Active | 2009 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 52 | 48 | 2921 | Active | 2009 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 53 | 49 | 2922 | Active | 2009 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 54 | 50 | 2923 | Active | 2009 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 55 | 51 | 2924 | Active | 2009 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 56 | 52 | 2925 | Active | 2009 | New Flyer | 40' Hybrid | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 57 | 53 | 1001 | Active | 2010 | New Flyer | 40' CNG | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 58 | 54 | 1002 | Active | 2010 | New Flyer | 40' CNG | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 59 | 55 | 1003 | Active | 2010 | New Flyer | 40' CNG | Analog | Yes | 7 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 60 | 56 | 1101 | Active | 2011 | New Flyer | 40' CNG | Analog | Yes | 9 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 61 | 57 | 1102 | Active | 2011 | New Flyer | 40' CNG | Analog | Yes | 9 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 62 | 58 | 1103 | Active | 2011 | New Flyer | 40' CNG | Analog | Yes | 9 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 63 | 59 | 1104 | Active | 2011 | New Flyer | 40' CNG | Analog | Yes | 9 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 64 | 60 | 1301 | Active | 2013 | New Flyer | 40' CNG | Analog | Yes | 10 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 65 | 61 | 1302 | Active | 2013 | New Flyer | 40' CNG | Analog | Yes | 10 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 66 | 62 | 1303 | Active | 2013 | New Flyer | 40' CNG | Analog | Yes | 10 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 67 | 63 | 1304 | Active | 2013 | New Flyer | 40' CNG | Analog | Yes | 10 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 68 | 64 | 1305 | Active | 2013 | New Flyer | 40' CNG | Analog | Yes | 10 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 69 | 65 | 1306 | Active | 2013 | New Flyer | 40' CNG | Analog | Yes | 10 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 70 | 66 | 1307 | Active | 2013 | New Flyer | 40' CNG | Analog | Yes | 10 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 71 | 67 | 1308 | Active | 2013 | New Flyer | 40' CNG | Analog | Yes | 10 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 72 | 68 | 1601 | Active | 2016 | New Flyer | 40' CNG | Stream-It V.A. | No | | | Validated | Installed | Validated | Installed | Validated | Not Applicable | Not Applicable |
| 73 | 69 | 1602 | Active | 2016 | New Flyer | 40' CNG | Stream-It V.A. | No | | | Validated | Installed | Validated | Installed | Validated | Not Applicable | Not Applicable |
| 74 | 70 | 1603 | Active | 2016 | New Flyer | 40' CNG | Stream-It V.A. | No | | | Validated | Installed | Validated | Installed | Validated | Not Applicable | Not Applicable |
| 75 | 71 | 1604 | Active | 2016 | New Flyer | 40' CNG | Stream-It V.A. | No | | | Validated | Installed | Validated | Installed | Validated | Not Applicable | Not Applicable |
| 76 | 72 | 1605 | Active | 2016 | New Flyer | 40' CNG | Stream-It V.A. | No | | | Validated | Installed | Validated | Installed | Validated | Not Applicable | Not Applicable |
| 77 | 73 | 1606 | Active | 2016 | New Flyer | 40' CNG | Stream-It V.A. | No | | | Validated | Installed | Validated | Installed | Validated | Not Applicable | Not Applicable |
| 78 | 74 | 1607 | Active | 2016 | New Flyer | 40' CNG | Stream-It V.A. | No | | | Validated | Installed | Validated | Installed | Validated | Not Applicable | Not Applicable |
| 79 | 75 | 1801 | ETA March | 2018 | New Flyer | 40' CNG | | Yes | 11 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 80 | 76 | 1802 | ETA March | 2018 | New Flyer | 40' CNG | | Yes | 11 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 81 | 77 | 1803 | ETA March | 2018 | New Flyer | 40' CNG | | Yes | 11 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 82 | 78 | 1804 | ETA March | 2018 | New Flyer | 40' CNG | | Yes | 11 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 83 | 79 | 1805 | ETA March | 2018 | New Flyer | 40' CNG | | Yes | 11 | 11 | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed | Not Installed |
| 84 | | | | | | | | | | | | | | | | | |
| 85 | Two 2008 buses and one 2009 bus will be converted from hybrid to all-electric. These buses will have their video systems upgraded as part of that project rather than as part of this project. | | | | | | | | | | | | | | | | |
| 86 | A total of 56 analog buses will be upgraded to real-time digital video. Analog systems include Mobile View 3, 4, 5, and March System. | | | | | | | | | | | | | | | | |
| 87 | All 5 of the new 2018 buses will receive the new real-time digitial video system. | | | | | | | | | | | | | | | | |
| 88 | | | | | | | | | | | | | | | | | |
| 89 | | | | | | | | | | | Installation & Validation | | | | | | |
| 90 | | | | Other products and services that are part of this project include: | | | | | | | Phase 1 | | Phase 2 | | | | |
| 91 | | | | Data Center Infrastructure Upgrades include: | | | | | | | 5 Storage Appliances (2PB) | Not Installed | 3 Compute Appliances (server nodes) | | | | Not Installed |
| 92 | | | | Realtime Data Analytics Streaming Service | | | | | | | | | 36 Months of Realtime Streaming Analytics SDN Service | | | | Not Installed |
| 93 | | | | Bus Stop Safety Zone Signs with video surveillance and solar and battery backup | | | | | | | | | 30 Bus Stop Safety Zones | | | | Not Installed |

# 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:** ATP Grant Funds for the Montebello Boulevard Bike Lane and Sidewalk Improvement Project: Resolution of the City of Montebello City Council Finding that the proposed Irrevocable Offer of Dedication conforms to the City's General Plan, Approving as to Form of the Irrevocable Offer of Dedication 86,249 square foot area for a Right of Way Easement for Access, Trail and Bike Path Purposes on Montebello Boulevard between Lincoln Avenue and Paramount Boulevard for an Active Transportation Program Funded Project, Authorizing and Directing Staff to Commence the Improvements, Making Findings Pursuant to California Public Resources Code section 21166, and Authorizing and Directing Staff to File a Notice of Determination.

**DATE:** March 28, 2018

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**RECOMMENDATION:**

That the City Council adopt the attached City Council Resolution to:

1. Find pursuant to California Public Resources Code section 21166 and State CEQA Guidelines section 15162 that the proposed right of way easement for access, trail and bike path purposes, and the improvements on that right of way easement, are fully covered by the Montebello Hills Specific Plan EIR and that no subsequent or supplemental environmental review is required;

2. Find that the proposed right of way easement for access, trail and bike path purposes conforms to the City's General Plan pursuant to Government Code section 65402;

3. Approve as to form the Irrevocable Offer of Dedication for a Right of Way Easement for Access, Trail and Bike Path Purposes on Montebello Boulevard between Lincoln Avenue and Paramount Boulevard for an Active Transportation Program Funded Project;

4. Authorize and Direct Staff to commence the Improvements; and

5. Authorize and Direct Staff to prepare, execute, and file a Notice of Determination (NOD) with the Los Angeles County Recorder within five (5) working days after adoption of the attached Resolution.

**BACKGROUND:**

The City of Montebello participated in a competitive grant proposal known as the Active Transportation Project (ATP) in 2017. On February 28, 2018, SCAG officially notified the City of Montebello that the Montebello Boulevard Bike Lane and Sidewalk Improvement proposed project had been approved by the SCAG Regional Council and the California Transportation Commission (CTC) as part of the Augmented 2017 Active Transportation Program. The project was selected by METRO for early use of the ATP funds.

The proposed project cost is estimated at $5,755,000 including the cost of design and the completion of construction. The City was awarded $4,187,000 of ATP funds for the construction of the project while $148,000 of Measure R and $1,420,000 of Prop C/Prop A will be utilized as local match.

The proposed improvements would be installed on a 1.4-mile section of Montebello Boulevard between Lincoln Avenue and Paramount Boulevard within the City of Montebello's northern city limits. The project consists of dedicated Class II bike lanes, sidewalk construction, ADA-compliant corner ramps, pedestrian lighting, traffic signal improvements, and resurfaced roadway along Montebello Boulevard to connect retail/employment centers with low/moderate income housing to increase active transportation-related activities. The project is within an identified disadvantage community (DAC) (Census Tract 6037530005 and 6037530003) and will provide direct access to new sidewalk and bike lanes via four separate intersections.

The project site includes a strip of property currently owned by Sentinel Peak Resources California LLC. Sentinel has offered to dedicate this property to the City in the form of a right of way easement for access, trail and bike path purposes. The offer of dedication has been memorialized in an Irrevocable Offer of Dedication, which is attached to this staff report as “Exhibit C”. In order to effectuate the offer to dedicate the easement, the City must accept it. In order to accept the offer of dedication, the City must complete the following:

1. The Planning Commission reviews the offer of dedication for conformance with the General Plan and for compliance with CEQA, and submits its report and recommendation to the City Council.

2. With the Planning Commission’s recommendations, the City Council considers whether to approve the offer of dedication as to form and to authorize staff to move forward with the improvements.

3. Once the project improvements are installed and completed, the City Council considers whether to accept the improvements and whether to accept the offer of dedication.

4. The Irrevocable Offer of Dedication is then recorded.

In accordance with Government Code section 65402, the City's Planning Commission has reviewed the proposed Irrevocable Offer of Dedication to determine whether it is consistent with the City's General Plan. On March 20, 2018, the Planning Commission adopted a Resolution, in which the Planning Commission recommends that the conveyance of the right of way easement for access, trail and bike path purposes conforms to the provisions of the City's General Plan A copy of the Planning Commission Resolution is attached as "Exhibit B".

This agenda item concerns the second step outlined above.

As a condition to the grant funding, at the time of allocation of construction funds, the project must have environmental clearance in accordance with the California Environmental Quality Act (CEQA) and Right-of-Way (ROW) clearance. Pending the approval process with the City, staff anticipates submitting the CEQA and ROW clearance package along with the Allocation Request to Caltrans by April 30, 2018 for the June 27, 2018 CTC meeting.

This CTC meeting in June 2018 is the last and final meeting to submit the Request for Allocation for Construction. Missing this deadline would mean that the City would lose its chance to receive the grant funds. In addition, to comply with CTC's funding schedule, the City will be required to complete the Request for Bids process and award the construction contract by December 2018. It is imperative that the City meets these deadlines to obligate the funds for use.

## **ANALYSIS**

Before the City accepts a right of way dedication, California Government Code section 65402 requires the Planning Commission to make a finding that the proposed dedication will be consistent with the City's General Plan. The Planning Commission found that the proposed offer of dedication furthers and is consistent with, among others, the following aspects of the General Plan:

- Circulation Element, Goal #1: To facilitate traffic movement and alleviate congestion in and around the City.

- Circulation Element, Objective #3: To provide major traffic routes on streets which border rather than intersect residential neighborhoods.

- Circulation Element, Policy #1: The City should upgrade and improve Greenwood Avenue and Montebello Boulevard with a the community's major north-south connector.

- Circulation Element, Policy #2: Improvement of Greenwood Avenue and Montebello Boulevard should include widening, grade separation structures and signalization.

The Planning Commission recommended that, based on all evidence in the administrative record, the City Council find that the proposed offer of dedication conforms to the General Plan.

Further, Staff reviewed the offer of dedication for compliance as to form with State law. Staff recommends that the City Council approve the offer of dedication as to form and authorize and direct Staff to commence the contemplated improvements.

**ENVIRONMENTAL**

In accordance with the CEQA, on June 10, 2015, the City Council adopted Resolution No. 15-32, which certified the Final Recirculated Environmental Impact Report for the Montebello Hills Specific Plan (State Clearing House No. 2008011122) (EIR), approved a mitigation monitoring and reporting program (MMRP), and adopted a statement of overriding considerations (SOC). The EIR fully analyzed all environmental impacts of the Specific Plan, including any and all infrastructure improvements to Montebello Boulevard between Lincoln Avenue and Paramount Boulevard.

The improvements are specified in the EIR and include:

- In connection with the Montebello Boulevard roadwork, new curb, gutter, sidewalk and landscape improvements will be installed. (EIR, § 1.3.3, p. 1-8.)

- An eight-foot wide sidewalk and related landscape improvements will be constructed approximately between Liberty Avenue and Paramount Boulevard along the Montebello Boulevard street frontage adjacent to the MHSP area. (EIR, § 1.3.3, p. 1-8.)

- Twelve-foot wide eastbound right-turn lanes will be added along Montebello Boulevard at the community entries located at Paramount Boulevard and "A" Street. (EIR, § 1.3.3, p. 1-8.)

- A Class II bike lane will be completed within the road right-of-way providing access to other areas of the City. (EIR, § 1.3.3, p. 1-8.)

- Additional bus stops or turnouts are proposed along Montebello Boulevard near the Project site. (EIR, § 1.3.3, p. 1-9.)

- Installation of a Class II bicycle path along Montebello Boulevard from the southwest corner of Montebello Hills to Paramount Boulevard. All thoroughfares are designed to encourage an attractive and comfortable pedestrian and bicycle environment. (EIR, § 1.3.3, p. 1-9.

- Montebello Boulevard will be widened to an 84-foot curb-to-curb cross-section, adjacent to the project site frontage, west of Paramount Boulevard. (EIR, § 1.3.7, PDF 4.15-1, p. 1-14.)

The proposed offer of dedication is fully covered by and is a contemplated future action in the EIR. Further, any and all mitigation measures prescribed by the MMRP would, to the extent applicable, apply to the proposed dedication.

Based on all evidence in the administrative record, the Planning Commission recommended that the City Council determine that preparation of a subsequent or supplemental EIR or any other CEQA documentation is not required under California Public Resources Code section 21166 and State CEQA Guidelines section 15162, because the proposed offer of dedication:

1. Does not constitute a substantial change to the project that will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

2. Does not constitute a substantial change with respect to the circumstances under which the project is administered that will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

3. Does not involve new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified that shows any of the following: (a) the offer of dedication will have one or more significant effects not discussed in the EIR; (b) significant effects previously examined will be substantially more severe than shown in the EIR; (c) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the City Council declined to adopt such measures; or (d) mitigation measures or alternatives considerably different from those analyzed in the EIR would substantially reduce one or more significant effects on the environment, but which the City Council declined to adopt.

Further, the Planning Commission recommended that the City Council direct Staff to prepare, execute, and file a notice of determination (NOD) within five working days after the adoption of the attached resolution.

**FISCAL IMPACTS**

There are no Fiscal Impacts in association with City Council's acceptance of Irrevocable Offer of Land Dedication as the improvements would be fully covered by the ATP grant and City's matching funds as described above.

If approved the City stands to secure $4,187,000 of grant funds for street improvements on Montebello Boulevard.

## ATTACHMENTS

Exhibit A – Draft City Council Resolution

Exhibit B – Executed Planning Commission Resolution

Exhibit C – Irrevocable Offer of Dedication

**RESOLUTION NO. ______**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA FINDING THAT THE PROPOSED IRREVOCABLE OFFER OF DEDICATION CONFORMS TO THE CITY'S GENERAL PLAN, APPROVING AS TO FORM THE IRREVOCABLE OFFER OF DEDICATION OF AN 86,249 SQUARE FOOT AREA OWNED BY SENTINEL PEAK RESOURCES FOR A RIGHT OF WAY EASEMENT FOR ACCESS, TRAIL AND BIKE PATH PURPOSES ON MONTEBELLO BOULEVARD BETWEEN LINCOLN AVENUE AND PARAMOUNT BOULEVARD FOR AN ACTIVE TRANSPORTATION PROGRAM FUNDED PROJECT, AUTHORIZING AND DIRECTING STAFF TO COMMENCE CERTAIN IMPROVEMENTS TO MONTEBELLO BOULEVARD AND PARAMOUNT, MAKING FINDINGS PURSUANT TO CALIFORNIA PUBLIC RESOURCES SECTION 21166**

**WHEREAS**, the Los Angeles County Metropolitan Transportation Authority (METRO) is recommending competitive grant funding through the Active Transportation Program in the amount of $4,187,000 for the City of Montebello's Montebello Boulevard Bike Lane and Sidewalk Improvement Project (Project); and

**WHEREAS**, the Project consists of dedicated Class II bike lanes, sidewalk construction, ADA-compliant corner ramps, and pedestrian lighting and traffic signal improvements along Montebello Boulevard between Lincoln Avenue and Paramount Boulevard to connect retail/employment centers with low/moderate income housing to increase active transportation-related activities; and

**WHEREAS**, the Project site includes a 1.4-mile section of Montebello Boulevard between Lincoln Avenue and Paramount Boulevard in the City of Montebello currently owned by Sentinel Peak Resources California LLC (Sentinel); and

**WHEREAS**, the property owner Sentinel Peak Resources California LLC has made an irrevocable offer to dedicate a right of way easement for access, trail and bike path purposes on the property it owns abutting Montebello Boulevard; and

**WHEREAS,** the offer of dedication from Sentinel Peak Resources California LLC will enable the City of Montebello to implement the proposed Project; and

**WHEREAS**, California Government Code section 65402 requires that, prior to a City's acquisition for a street, square, park or other public purpose, the Planning Commission submit to the City Council a report on the acquisition's conformity to the General Plan; and

**WHEREAS**, on March 20, 2018, the City of Montebello Planning Commission reviewed the proposed irrevocable offer of dedication for right of way easement for access, trail and bike path purposes, and recommended to the City Council that the offer of dedication conforms to the City's General Plan; and

**WHEREAS**, the General Plan currently designates Montebello Boulevard as a Major Street; and

**WHEREAS**, in accordance with the California Environmental Quality Act (CEQA), on June 10, 2015, the City Council adopted Resolution No. 15-32, which certified the Final Recirculated Environmental Impact Report for the Montebello Hills Specific Plan (State Clearing House No. 2008011122) (EIR), approved a mitigation monitoring and reporting program (MMRP), and adopted a statement of overriding considerations (SOC) for the Montebello Hills Specific Plan project. The EIR fully analyzed all environmental impacts of the Specific Plan, including any and all infrastructure improvements to Montebello Boulevard between Lincoln Avenue and Paramount Boulevard; and

**WHEREAS**, the improvements to Montebello Boulevard specified in the EIR include:

- In connection with the Montebello Boulevard roadwork, new curb, gutter, sidewalk and landscape improvements will be installed. (EIR, § 1.3.3, p. 1-8.)

- An eight-foot wide sidewalk and related landscape improvements will be constructed approximately between Liberty Avenue and Paramount Boulevard along the Montebello Boulevard street frontage adjacent to the MHSP area. (EIR, § 1.3.3, p. 1-8.)

- Twelve-foot wide eastbound right-turn lanes will be added along Montebello Boulevard at the community entries located at Paramount Boulevard and “A” Street. (EIR, § 1.3.3, p. 1-8.)

- A Class II bike lane will be completed within the road right-of-way providing access to other areas of the City. (EIR, § 1.3.3, p. 1-8.)
-
- Additional bus stops or turnouts are proposed along Montebello Boulevard near the project site. (EIR, § 1.3.3, p. 1-9.)

- Installation of a Class II bicycle path along Montebello Boulevard from the southwest corner of Montebello Hills to Paramount Boulevard. All thoroughfares are designed to encourage an attractive and comfortable pedestrian and bicycle environment. (EIR, § 1.3.3, p. 1-9.

- Montebello Boulevard will be widened to an 84-foot curb-to-curb cross-section, adjacent to the project site frontage, west of Paramount Boulevard. (EIR, § 1.3.7, PDF 4.15-1, p. 1-14.)

**WHEREAS**, the proposed dedication is fully covered by and is a contemplated future action in the EIR; and

**WHEREAS**, on March 28, 2018, at a duly noticed public meeting, the City of Montebello considered this Resolution and all testimony (both oral and written) presented to it.

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

**SECTION 1: RECITALS.** City Council hereby finds and determines that the foregoing recitals are true and correct, constitute a material part of this Resolution, and therefore incorporate them herein in their entirety as part of the findings.

**SECTION 2: ENVIRONMENTAL REVIEW.** Based on all evidence in the administrative record, including all oral and written testimony presented, the City of Montebello City Council finds that preparation of a subsequent or supplemental EIR or any other CEQA document is not required under California Public Resources Code section 21166 and State CEQA Guidelines section 15162, because the proposed offer of dedication:

1. Does not constitute a substantial change to the project that will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

2. Does not constitute a substantial change with respect to the circumstances under which the project is administered that will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

3. Does not involve new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified that shows any of the following: (a) the offer of dedication will have one or more significant effects not discussed in the EIR; (b) significant effects previously examined will be substantially more severe than shown in the EIR; (c) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the City Council declined to adopt such measures; or (d) mitigation measures or alternatives considerably different from those analyzed in the EIR would substantially reduce one or more significant effects on the environment, but which the City Council declined to adopt.

**SECTION 3: GENERAL PLAN CONFORMITY.** Based on all evidence in the administrative record, the City of Montebello City Council finds that there is substantial evidence supporting a finding that the proposed dedication is in conformance with the General Plan per California Government Code section 65402. This finding is based, in part, on the following aspects of the General Plan:

1. Circulation Element, Goal #1: To facilitate traffic movement and alleviate congestion in and around the City.

2. Circulation Element, Objective #3: To provide major traffic routes on streets which border rather than intersect residential neighborhoods.

3. Circulation Element, Policy #1: The City should upgrade and improve Greenwood Avenue and Montebello Boulevard—the community's major north-south connector.

4. Circulation Element, Policy #2: Improvement of Greenwood Avenue and Montebello Boulevard should include widening, grade separation structures and signalization.

**SECTION 4: IRREVOCABLE OFFER OF DEDICATION.** Based on all evidence in the administrative record and in accordance with the provisions of Government Code Section

65402, the City Council hereby approves as to form the Irrevocable Offer of Dedication of a right of way easement for access, trail and bike path purposes from Sentinel Peak Resources California LLC, attached hereto as Exhibit A, and authorizes and directs the Acting City Manager to execute any documents reasonably necessary effectuate the purpose of this Resolution.

**SECTION 5: COMMENCING IMPROVEMENTS.** Based on all evidence in the administrative record, the City of Montebello City Council hereby directs Staff to commence the Project.

**SECTION 6: RECORDATION AND CUSTODIAN OF RECORDS**. The documents and materials that constitute the record of proceedings on which this Resolution is based are located at City Hall, 1600 W. Beverley Blvd., Montebello CA 90640. The custodian of these records is the City Clerk. The City Council hereby authorize Staff to record the approved Resolution and any documents necessary to effectuate this approval as to form of the dedication for public right of way improvements with the Los Angeles County Recorder.

**SECTION 7: NOTICE OF DETERMINATION.** Based on all evidence in the administrative record, the City Council hereby authorizes and directs Staff to prepare, execute, and file a NOD with the Los Angeles County Recorder within five working days after the adoption of this resolution.

**SECTION 8: CITY CLERK.** The City Clerk shall certify to the adoption of this Resolution, and it shall become effective immediately upon approval.

**ADOPTED AND APPROVED** this 28th day of March, 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

________________________________
~~Vivian Romero~~ Vanessa Delgado, Mayor

ATTEST:

________________________________
Irma Barajas, City Clerk

APPROVED AS TO FORM:

________________________________
Alisha Winterswyk,
Special Counsel to the City

EXHIBIT A

IRREVOCABLE OFFER OF DEDICATION

[to be inserted]

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

City of Montebello
Attention: _______________
1600 W. Beverly Boulevard
Montebello, CA 90640

No recording fee pursuant to Government Code Section 27383
No Documentary Transfer Tax, pursuant to Revenue & Taxation Code Section 11922

# IRREVOCABLE OFFER OF DEDICATION

SENTINEL PEAK RESOURCES CALIFORNIA LLC, a Delaware limited liability company (**"Owner"**) is the owner of that real property located in the City of Montebello, Los Angeles County, California, as described on **Exhibit "A"** and shown on **Exhibit "B"** (the **"Property"**).

Owner hereby irrevocably offers for dedication to the City of Montebello, a public body, corporate and politic (**"City"**) a right of way easement for access, trail and bike path purposes, including but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of a trail and bike path, and all appurtenant improvements, including ingress and egress thereto, over, under and across the Property. This offer of dedication will be deemed accepted by the City upon the City's recordation in the Official Records of Los Angeles County, California, of , which the City expects to do promptly following completion of the public improvements upon the dedicated Property.

Date: ___________________, 2018

SENTINEL PEAK RESOURCES CALIFORNIA LLC,
a Delaware limited liability company

By: ____________________________________
Name: ____________________________________
Its: ____________________________________

## ACKNOWLEDGEMENT

| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. |
|---|

STATE OF CALIFORNIA )
)
COUNTY OF __________________)

On _______________ before me, __________________________________________________, Notary Public, personally appeared __________________________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ________________________ (Seal)

**EXHIBIT A**

**LEGAL DESCRIPTION**

[Attached]

**EXHIBIT "A"**
**LEGAL DESCRIPTION**
**STREET DEDICATION**

BEING A PORTION OF LOT 3 OF TRACT 4104, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 46, PAGE 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT BEING THE INTERSECTION OF THE SOUTHEAST LINE OF SAID LOT 3 AND THE SOUTHEAST LINE OF MONTEBELLO BOULEVARD AS DESCRIBED IN A DEED TO THE CITY OF MONTEBELLO BY INSTRUMENT NO. 3460, RECORDED ON JUNE 8, 1971, IN BOOK D5082 PAGE 431, OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 892.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 59°13'35"W;

THENCE NORTHERLY, ALONG SAID SOUTHEAST LINE OF MONTEBELLO BOULEVARD AND ALONG SAID CURVE, 513.85 FEET AND THROUGH A CENTRAL ANGLE OF 33°00'23" TO A TANGET LINE;

THENCE NORTH 02°13'58" WEST, ALONG SAID SOUTHEAST LINE OF MONTEBELLO BOULEVARD, 710.41 FEET TO A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 858.00 FEET;

THENCE NORTHEASTERLY ALONG SAID SOUTHEAST LINE OF MONTEBELLO BOULEVARD AND ALONG SAID CURVE 893.62 FEET AND THROUGH A CENTRAL ANGLE OF 59°40'27" TO A TANGENT LINE;

THENCE NORTH 57°26'29" EAST, ALONG SAID SOUTHEAST LINE OF MONTEBELLO BOULEVARD, 881.94 FEET TO THE NORTHEAST LINE OF SAID LOT 3;

THENCE SOUTH 62°22'26" EAST, ALONG SAID NORTHEAST LINE OF SAID LOT 3, 17.29 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 15.00 FEET TO SAID SOUTHEAST LINE OF MONTEBELLO BOULEVARD;

THENCE SOUTH 57°26'29" WEST, ALONG SAID PARALLEL LINE, 890.53 FEET TO A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 843.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE AND ALONG SAID CURVE 877.99 FEET AND THROUGH A CENTRAL ANGLE OF 59°40'27" TO A TANGENT LINE;

THENCE SOUTH 02°13'58" EAST, ALONG SAID PARALLEL LINE, 710.41 FEET TO A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 907.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE AND ALONG SAID CURVE 504.95 FEET AND THROUGH A CENTRAL ANGLE OF 31°53'54" TO THE SOUTHEAST LINE OF SAID LOT 3;

THENCE SOUTH 70°59'09" WEST, ALONG SAID SOUTHEAST LINE OF SAID LOT 3, A DISTANCE OF 22.97 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIPTION CONTAINS 1.03 ACRES, MORE OR LESS.

**ON POINT LAND SURVEYING, INC.**
PREPARED BY:

ANTHONY D. SMITH, PLS 8133
DATE: 1/26/18

PROFESSIONAL LAND SURVEYOR
ANTHONY D. SMITH
ADS
No. 8133
EXP. 12-31-18
STATE OF CALIFORNIA

PAGE 2 OF 2

## EXHIBIT "A"
## LEGAL DESCRIPTION
## STREET DEDICATION

BEING A PORTION OF LOT 2 OF TRACT 4104, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 46, PAGE 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT BEING THE INTERSECTION OF THE SOUTHWEST LINE OF SAID LOT 2 AND THE SOUTHEAST LINE OF MONTEBELLO BOULEVARD AS DESCRIBED IN A DEED TO THE CITY OF MONTEBELLO BY INSTRUMENT NO. 3460, RECORDED ON JUNE 8, 1971, IN BOOK D5082 PAGE 431, OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 57°26'29" EAST, ALONG SAID SOUTHEAST LINE OF MONTEBELLO BOULEVARD, 294.61 FEET TO A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 808.00 FEET;

THENCE EASTERLY ALONG SAID SOUTHEAST LINE OF MONTEBELLO BOULEVARD AND ALONG SAID CURVE 454.80 FEET AND THROUGH A CENTRAL ANGLE OF 32°15'00" TO A TANGET LINE;

THENCE NORTH 89°41'29" EAST, ALONG SAID SOUTHEAST LINE OF MONTEBELLO BOULEVARD, 420.21 FEET TO A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 892.00 FEET;

THENCE NORTHEASTERLY ALONG SAID SOUTHEAST LINE OF MONTEBELLO BOULEVARD AND ALONG SAID CURVE 575.55 FEET AND THROUGH A CENTRAL ANGLE OF 36°58'10" TO THE WEST CORNER OF PARCEL 3 OF PARCEL MAP NO. 11141, AS PER MAP RECORDED IN BOOK 133, PAGES 1 THROUGH 3, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE SOUTH 37°16'41" EAST, ALONG THE SOUTHWEST LINE OF SAID PARCEL 3, A DISTANCE OF 8.00 FEET TO THE SOUTH CORNER OF SAID PARCEL 3;

THENCE NORTH 52°43'19" EAST, ALONG THE SOUTHEAST LINE OF SAID PARCEL 3, A DISTANCE OF 767.27 FEET;

THENCE NORTH 49°02'27" EAST, ALONG THE SOUTHEAST LINE OF SAID PARCEL 3, A DISTANCE OF 155.76 FEET;

THENCE NORTH 52°43'19" EAST, ALONG THE SOUTHEAST LINE OF SAID PARCEL 3, A DISTANCE OF 71.44 FEET TO THE SOUTHWEST LINE OF PARCEL 2 OF SAID PARCEL MAP NO. 11141;

THENCE SOUTH 51°25'32" EAST, ALONG SAID SOUTHWEST LINE OF PARCEL 2, A DISTANCE OF 15.47 FEET TO A LINE PARALLEL WITH AND DISTANT 15.00 FEET SOUTHEAST OF THE SOUTHEASTERLY LINE OF SAID PARCEL 3;

THENCE SOUTH 52°43'19' WEST, ALONG SAID PARALLEL LINE, 74.74 FEET;

THENCE SOUTH 49°02'27" WEST, ALONG SAID PARLLEL LINE 155.76 FEET;

THENCE SOUTH 52°43'19" WEST, ALONG SAID PARALLEL LINE AND THE SOUTHWESTERLY PROLONGATION THEREOF, 782.75 FEET;

THENCE NORTH 37°16'41" WEST 8.12 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 15.00 FEET TO SAID SOUTHEAST LINE OF MONTEBELLO BOULEVARD, SAID POINT BEING ON A NON-TANGET CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 907.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 36°19'50" WEST;

THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE AND ALONG SAID CURVE 570.23 FEET AND THROUGH A CENTRAL ANGLE OF 36°01'19" TO A TANGENT LINE;

THENCE SOUTH 89°41'29" WEST, ALONG SAID PARALLEL LINE, 420.21 FEET TO A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 793.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE AND ALONG SAID CURVE 446.35 FEET AND THROUGH A CENTRAL ANGLE 32°15'00";

THENCE SOUTH 57°26'29" WEST, ALONG SAID PARALLEL LINE, 286.02 FEET TO THE SOUTHWEST LINE OF SAID LOT 2;

THENCE NORTH 62°22'26" WEST, ALONG SAID SOUTHWEST LINE, A DISTANCE OF 17.29 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIPTION CONTAINS 0.95 ACRES, MORE OR LESS.

**ON POINT LAND SURVEYING, INC.**
PREPARED BY:

ANTHONY D. SMITH, PLS 8133
DATE: 1/26/18

PROFESSIONAL LAND SURVEYOR
ANTHONY D. SMITH
ADS
No. 8133
EXP. 12-31-18
STATE OF CALIFORNIA

**EXHIBIT B**

**DEPICTION**

[Attached]

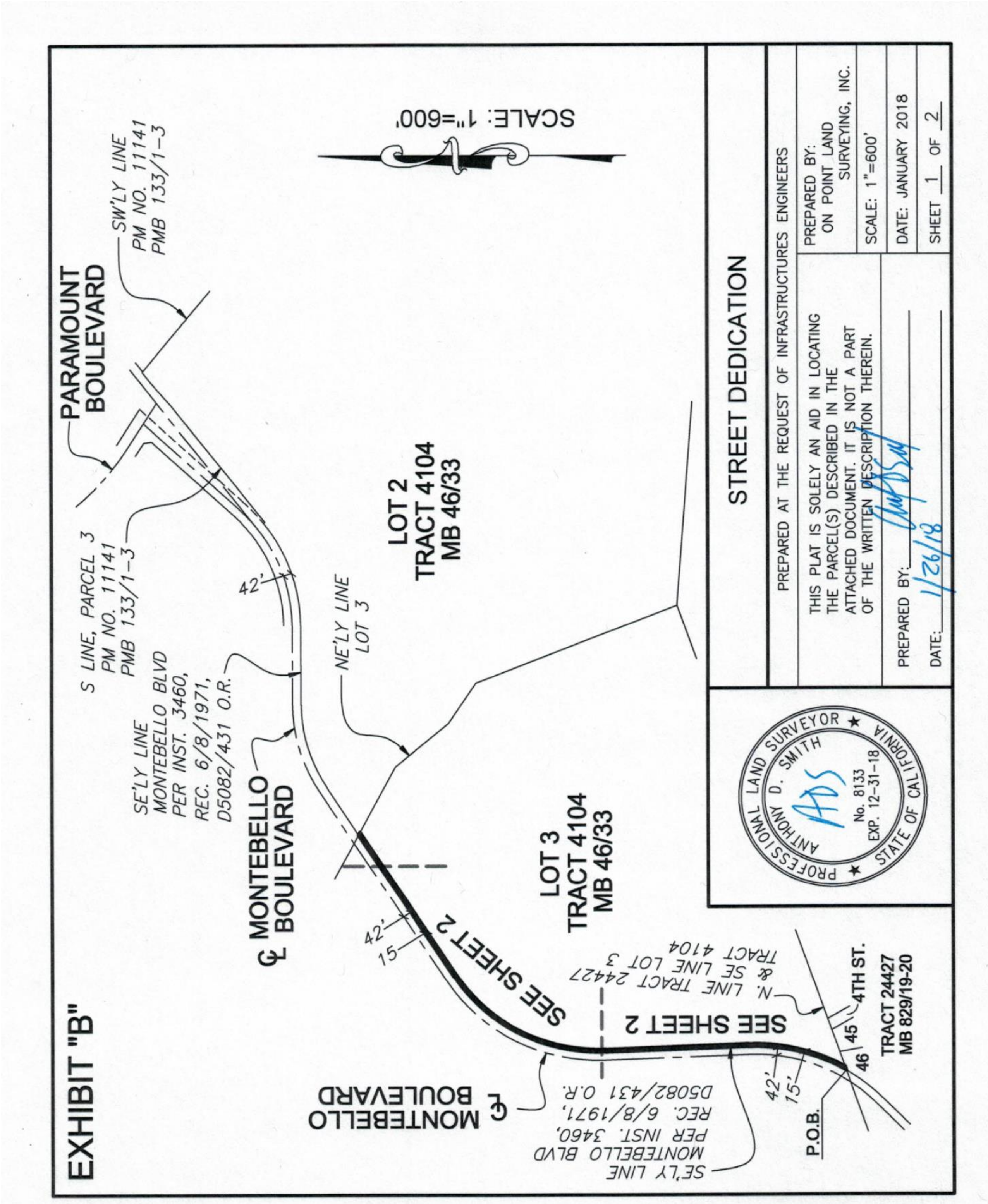
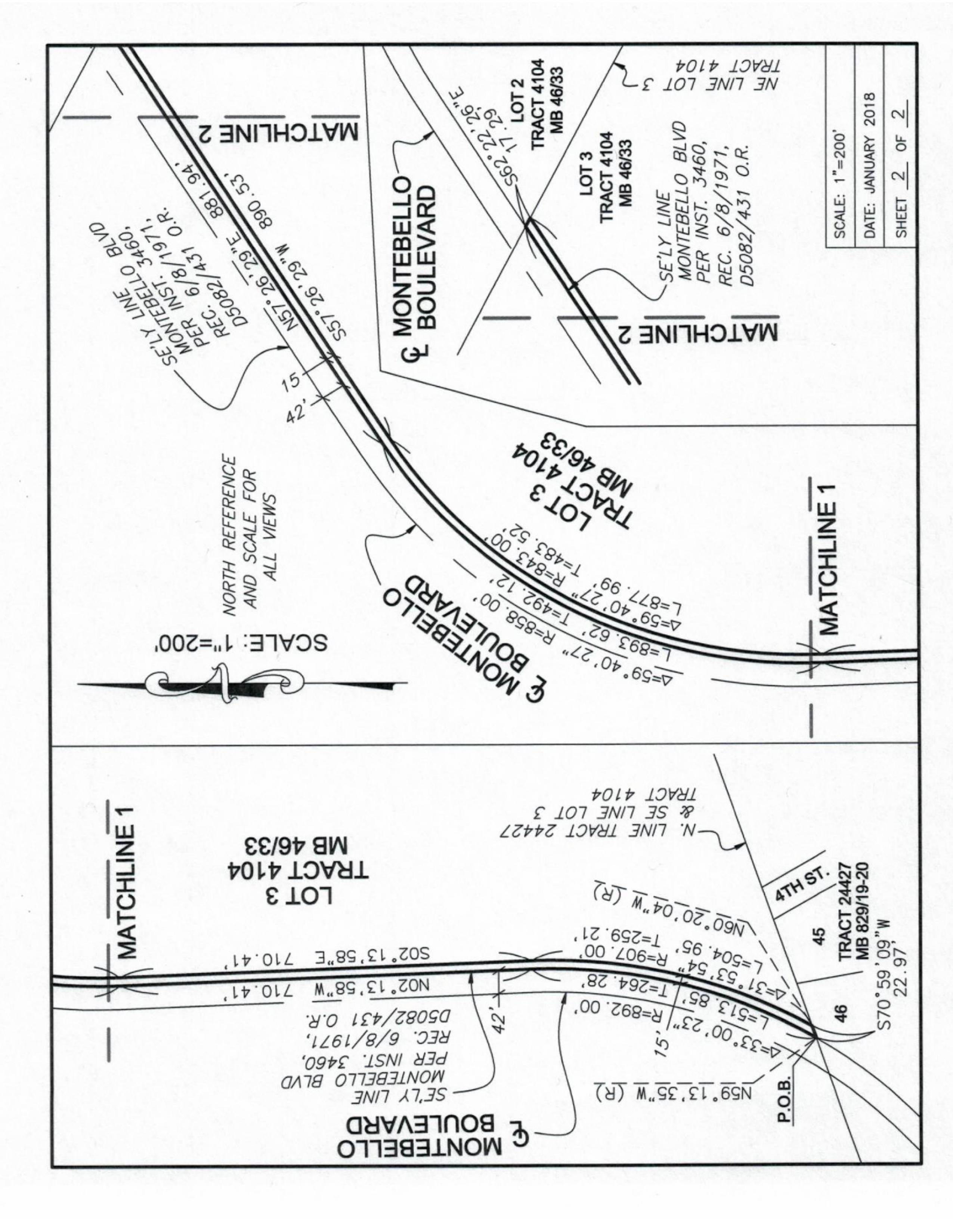


EXHIBIT "B"
PARAMOUNT BOULEVARD
SW'LY LINE PM NO. 11141 PMB 133/1-3
S LINE, PARCEL 3 PM NO. 11141 PMB 133/1-3
42'
SE'LY LINE MONTEBELLO BLVD PER INST. 3460, REC. 6/8/1971, D5082/431 O.R.
℄ MONTEBELLO BOULEVARD
NE'LY LINE LOT 3
LOT 2 TRACT 4104 MB 46/33
LOT 3 TRACT 4104 MB 46/33
42'
15'
SEE SHEET 2
SEE SHEET 2
N. LINE TRACT 24427 & SE LINE LOT 3 TRACT 4104
4TH ST.
45
46
TRACT 24427 MB 829/19-20
42'
15'
P.O.B.
℄ MONTEBELLO BOULEVARD
SE'LY LINE MONTEBELLO BLVD PER INST. 3460, REC. 6/8/1971, D5082/431 O.R.
SCALE: 1"=600'
STREET DEDICATION
PREPARED AT THE REQUEST OF INFRASTRUCTURES ENGINEERS
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.
PREPARED BY: ON POINT LAND SURVEYING, INC.
SCALE: 1"=600'
DATE: JANUARY 2018
SHEET 1 OF 2
PREPARED BY:
DATE: 1/26/18
PROFESSIONAL LAND SURVEYOR
ANTHONY D. SMITH
No. 8133
EXP. 12-31-18
STATE OF CALIFORNIA


MATCHLINE 2
SE'LY LINE MONTEBELLO BLVD PER INST. 3460, REC. 6/8/1971, D5082/431 O.R.
N57°26'29"E 881.94'
S57°26'29"W 890.53'
15'
42'
℄ MONTEBELLO BOULEVARD
LOT 2 TRACT 4104 MB 46/33
S62°22'26"E 71.29'
LOT 3 TRACT 4104 MB 46/33
NE LINE LOT 3 TRACT 4104
MATCHLINE 2
SCALE: 1"=200'
DATE: JANUARY 2018
SHEET 2 OF 2
LOT 3 TRACT 4104 MB 46/33
NORTH REFERENCE AND SCALE FOR ALL VIEWS
SCALE: 1"=200'
℄ MONTEBELLO BOULEVARD
Δ=59°40'27" R=843.00' T=483.52' L=877.99'
Δ=59°40'27" R=858.00' T=492.12' L=893.62'
MATCHLINE 1
MATCHLINE 1
LOT 3 TRACT 4104 MB 46/33
N. LINE TRACT 24427 & SE LINE LOT 3 TRACT 4104
S02°13'58"E 710.41'
N02°13'58"W 710.41'
Δ=31°53'54" R=907.00' T=259.21' L=504.95'
Δ=33°00'23" R=892.00' T=264.28' L=513.85'
N60°20'04"W (R)
N59°13'35"W (R)
4TH ST.
45
46
TRACT 24427 MB 829/19-20
S70°59'09"W 22.97'
P.O.B.
SE'LY LINE MONTEBELLO BLVD PER INST. 3460, REC. 6/8/1971, D5082/431 O.R.
℄ MONTEBELLO BOULEVARD

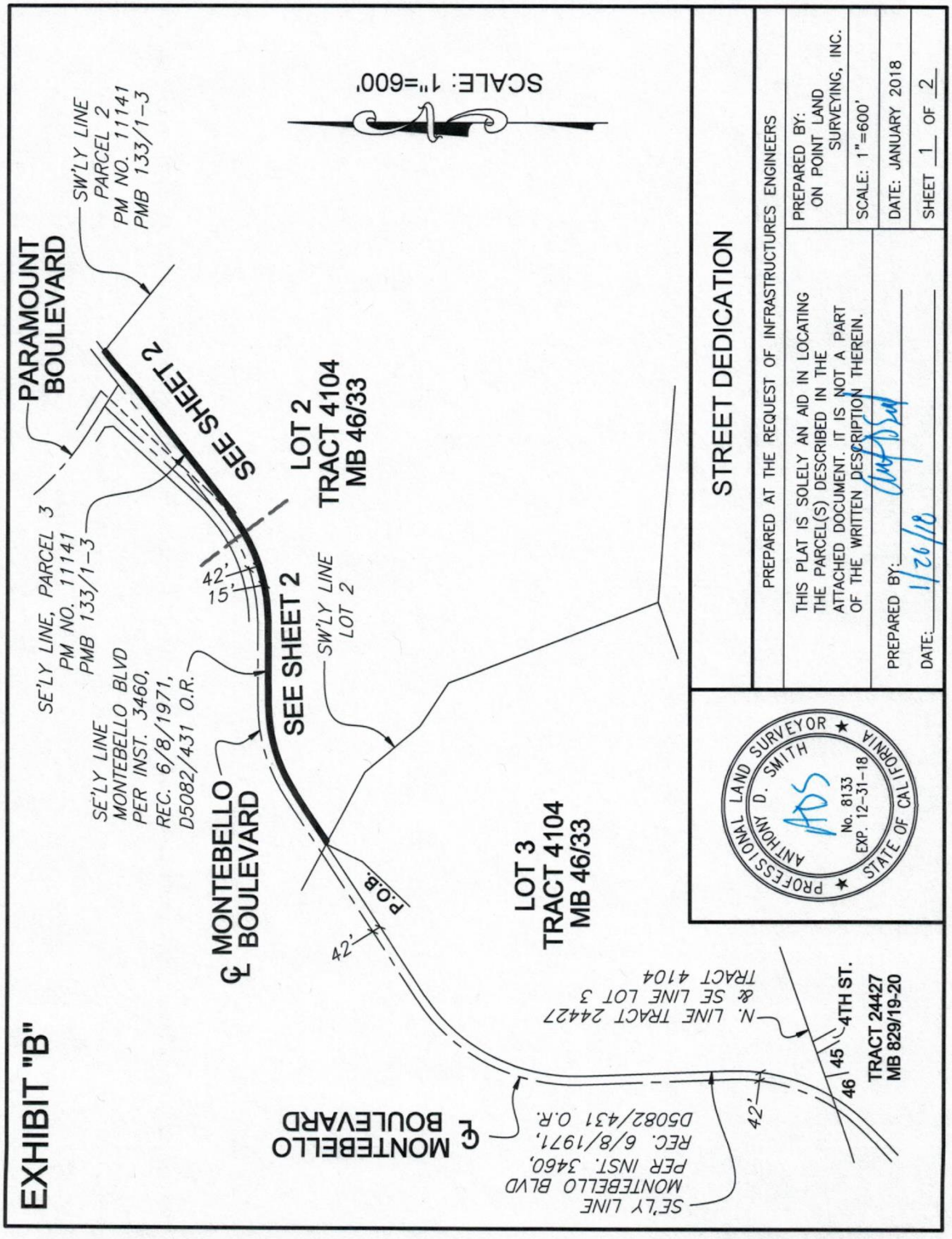
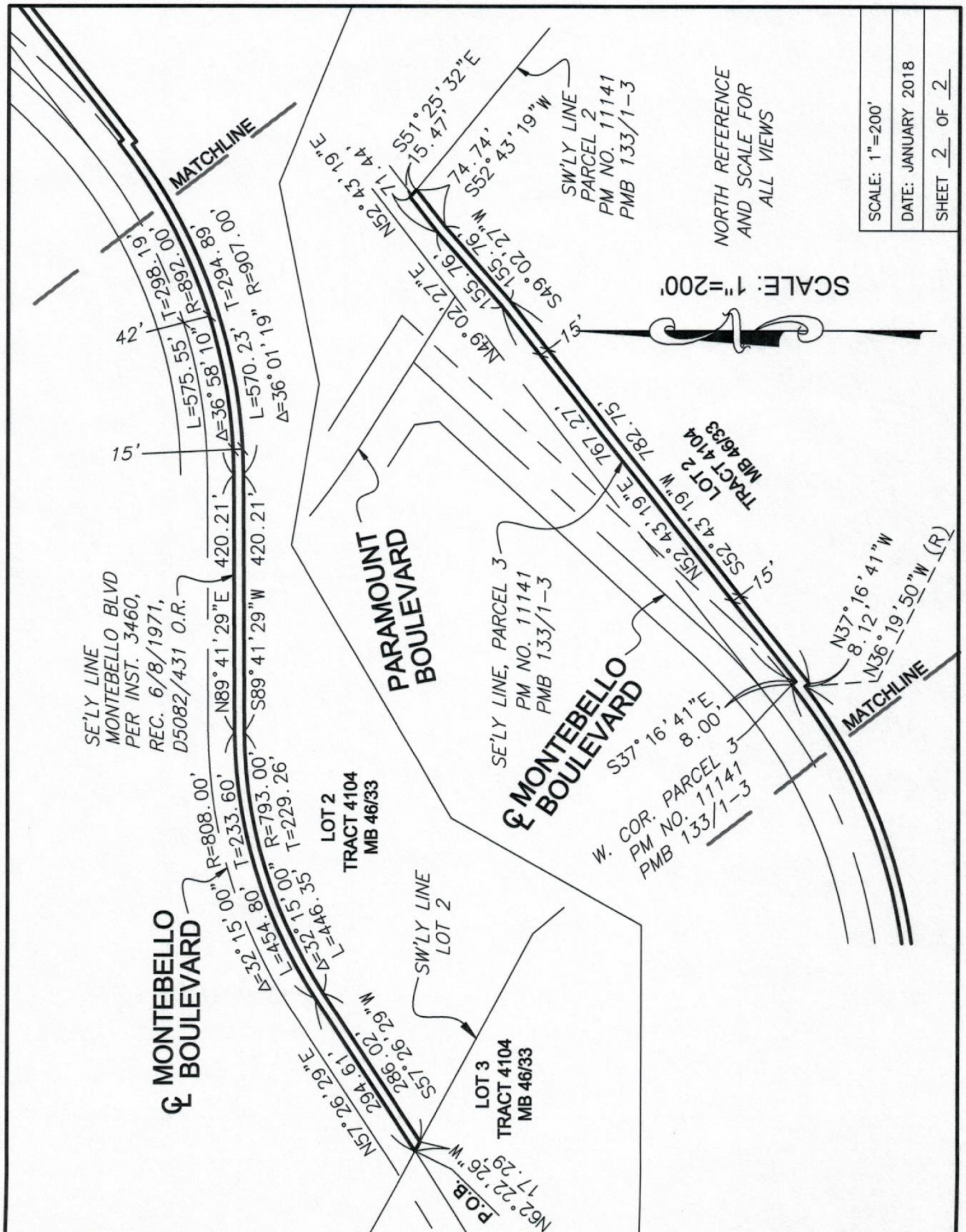


EXHIBIT "B"
PARAMOUNT BOULEVARD
SW'LY LINE PARCEL 2 PM NO. 11141 PMB 133/1-3
SCALE: 1"=600'
SEE SHEET 2
LOT 2 TRACT 4104 MB 46/33
SE'LY LINE, PARCEL 3 PM NO. 11141 PMB 133/1-3
42'
15'
SW'LY LINE LOT 2
SEE SHEET 2
SE'LY LINE MONTEBELLO BLVD PER INST. 3460, REC. 6/8/1971, D5082/431 O.R.
℄ MONTEBELLO BOULEVARD
P.O.B.
LOT 3 TRACT 4104 MB 46/33
42'
N. LINE TRACT 24427 & SE LINE LOT 3 TRACT 4104
4TH ST.
45
46
TRACT 24427 MB 829/19-20
42'
℄ MONTEBELLO BOULEVARD
SE'LY LINE MONTEBELLO BLVD PER INST. 3460, REC. 6/8/1971, D5082/431 O.R.
PROFESSIONAL LAND SURVEYOR
ANTHONY D. SMITH
No. 8133
EXP. 12-31-18
STATE OF CALIFORNIA
STREET DEDICATION
PREPARED AT THE REQUEST OF INFRASTRUCTURES ENGINEERS
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.
PREPARED BY:
DATE: 1/26/18
PREPARED BY: ON POINT LAND SURVEYING, INC.
SCALE: 1"=600'
DATE: JANUARY 2018
SHEET 1 OF 2



MATCHLINE
℄ MONTEBELLO BOULEVARD
SE'LY LINE MONTEBELLO BLVD PER INST. 3460, REC. 6/8/1971, D5082/431 O.R.
PARAMOUNT BOULEVARD
LOT 2 TRACT 4104 MB 46/33
LOT 3 TRACT 4104 MB 46/33
SW'LY LINE LOT 2
P.O.B.
N62°22'26"W 17.29'
N57°26'29"E 294.61'
286.02' S57°26'29"W
Δ=32°15'00" L=454.80' R=808.00' T=233.60'
Δ=32°15'00" L=446.35' R=793.00' T=229.26'
N89°41'29"E 420.21'
S89°41'29"W 420.21'
15'
42'
L=575.55' Δ=36°58'10" R=892.00' T=298.19'
L=570.23' Δ=36°01'19" R=907.00' T=294.89'
℄ MONTEBELLO BOULEVARD
SE'LY LINE, PARCEL 3 PM NO. 11141 PMB 133/1-3
W. COR. PARCEL 3 PM NO. 11141 PMB 133/1-3
S37°16'41"E 8.00'
N37°16'41"W 8.12'
N36°19'50"W (R)
MATCHLINE
15'
N52°43'19"E 767.27'
S52°43'19"W 782.75'
LOT 2 TRACT 4104 MB 46/33
N49°02'27"E 155.76'
S49°02'27"W 155.76'
N52°43'19"E 71.44'
S51°25'32"E 15.47'
74.74' S52°43'19"W
SW'LY LINE PARCEL 2 PM NO. 11141 PMB 133/1-3
NORTH REFERENCE AND SCALE FOR ALL VIEWS
SCALE: 1"=200'
SCALE: 1"=200'
DATE: JANUARY 2018
SHEET 2 OF 2

# CITY OF MONTEBELLO
# CERTIFICATE OF ACCEPTANCE

This is to certify that the **City of Montebello, a public body, corporate and politic** acting through the Montebello City Council, hereby accepts for public purposes the real property, or interest therein, conveyed by Irrevocable Offer of Dedication executed by _____________on behalf of **Sentinel Peak Resources California LLC, a Delaware limited liability company** dated ______ ___________________________________________, 20__ and consents to the recordation thereof, as authorized by the Montebello City Council on ______________, 20__.

Dated: __________________________________

**City of Montebello**, a public body, corporate and politic

By: _________________________________

Name: ______________________________

Title: _______________________________

**ORDINANCE NO. ________**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO RECLASSIFYING CERTAIN HEREIN DESCRIBED REAL PROPERTIES FROM C-2 (GENERAL COMMERCIAL) TO C-2-PD-D-25 (GENERAL COMMERCIAL, PLANNED DEVELOPMENT, DENSITY OVERLAY-25 UNITS PER ACRE).**

**WHEREAS**, the Zone Change (ZC01-18) application has been received and accepted;

**WHEREAS**, the Zone Change would add the Planned Development District Overlay and Density Overlay to the C-2 zone district;

**WHEREAS**, the Planned Development would allow residential use and small food incubator retail use;

**WHEREAS**, the Planning Commission held a duly noticed public hearing adopted Planning Commission Resolution No. ____ to recommend that the City Council approve the Zone Change; and

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

**NOW, THEREFORE**, the City Council of the City of Montebello ordains that:

SECTION 1. INCORPORATION OF RECITALS. The City Council for the City of Montebello finds and declares that the foregoing recitals are true and correct, and incorporates said recitals fully into this Ordinance as substantive findings.

SECTION 2. CEQA. The City Council certified the Mitigated Negative Declaration on March 14, 2018 through City Council Resolution No. ____.

SECTION 3. ZONE CHANGE. The City Council hereby approves the Zone Change (ZC01-18) based on the following findings of fact.

a. The Zone Change would be in compliance with the Montebello Municipal Code Section 17.76.010 because the City may change the zoning designation on a property when doing so would be in the public interest, convenience and necessity and is in the best interest of the City in achieving the goals and policies of the General Plan.

SECTION 4. ZONING MAP. City staff is hereby directed to amend the City's official Zoning Map to change the zoning designation for the Project Site from C-2

(General Commercial) to C-2-PD-D-25 (General Commercial, Planned Development, Density Overlay at 25 units per acre).

That notwithstanding provisions of Section 17.76.040 of the Montebello Municipal Code, the real properties above described are reclassified as set forth.

SECTION 5. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Montebello hereby declares that it would have passed this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

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

SECTION 7. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance causing it to be posted as required by law.

**PASSED, APPROVED AND ADOPTED** this 14th day of March, 2018.

Vanessa Delgado, Mayor

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

Irma Barajas
City Clerk

## CERTIFICATION

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

I, Irma Bernal-Barajas, City Clerk of the City of Montebello, do herby certify that the foregoing Ordinance No. _________ was introduced on _________ ____, 2018, and duly adopted by the City Council of the City of Montebello at their regular meeting on _________ ____, 2018, and carried by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

________________________________
Irma Barajas, City Clerk

**CITY OF MONTEBELLO**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and Members of City Council

**FROM:** Andrew G. Pasmant. Acting City Manager

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

**SUBJECT:** A Request to Accept as Complete Bluff Road Improvement Project from Sycamore Street to Oakwood Street, Bid # 17-15, CP 849

**DATE:** March 28, 2018

---

## RECOMMENDATION

That the City Council accepts as complete Bluff Road Improvement Project from Sycamore Street to Oakwood Street, Bid # 17-15, CP 849, Fiscal Year 2016/2017, and authorize the City Clerk to process the Notice of Completion.

## BACKGROUND

As part of FY 2016-2017 Capital Improvement Budget, a combined total of $582,976.00 of Measure R Funds and Prop A Funds was appropriated for this street improvements (including engineering, inspection, and construction services) on Bluff Road Improvement Project from Sycamore Street to Oakwood Street. A portion of Bluff Road (from Date to Oakwood) was improved as part of another project; therefore, the limits of the current project have been reduced accordingly.

The City Council, at its meeting of September 13, 2017 awarded a contract for Bluff Road Improvement Project from Sycamore Street to Oakwood Street, CP 849, Bid # 17-15, Fiscal Year 2016-17, to Excel Paving Company in the amount of $286,210.00, and authorized the City Manager to execute the contract.

The Project consisted of removing and reconstructing existing concrete sidewalks, curb and gutters, driveway approaches, curb ramps, cold milling existing AC pavement, adjustment of sewer manholes frames and covers, raising water valve covers to finished grade, Branch and root pruning of trees, installation of detectable warning surface on existing curb ramps, traffic striping, pavement markings, and curb painting. A full set of plans and specifications are available for review in the office of the City Clerk.

## NOTICE OF COMPLETION

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

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

## ANALYSIS

The Contractor completed construction of this project on February 16, 2018. The City Engineer has reviewed the daily inspection reports and determined that the project has been satisfactorily completed in accordance with the project plans and the specifications. The contractor's final accounting was reviewed and approved by the City Engineer.

The Project costs are summarized as follows:

| | |
|---|---|
| $ 36,610.00 | Design Phase (Plans, Specifications, & Estimate) |
| $ 8,250.00 | Topographic Survey |
| $ 10,500.00 | Geotechnical Investigation |
| $ 11,200.00 | Project Management |
| $ 28,000.00 | Construction Management & Inspection |
| $ 251,056.69 | Construction Contract Cost |
| **$ 345,616.69** | **TOTAL** |

## FISCAL IMPACTS

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

## SUMMARY

The City Council is requested to accept as complete Bluff Road Improvement Project from Sycamore Street to Oakwood Street, CP 849, Bid No. 17-15, Fiscal Year 2016/2017, and authorize the City Clerk to process the Notice of Completion.

## ATTACHMENTS

Notice of Completion

RECORDING REQUESTED BY
CITY OF MONTEBELLO
AND WHEN RECORDED MAIL TO

NAME CITY OF MONTEBELLO
CITY CLERK
STREET ADDRESS 1600 W Beverly Blvd.
CITY Montebello,
STATE CA
ZIP 90640

SPACE ABOVE LINE FOR RECORDERS USE

# NOTICE OF COMPLETION

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

Notice is hereby given that:

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

   (if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

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

   NAMES ADDRESSES
7. A work of improvement on the property hereinafter described was completed on February 16, 2018. The general scope of work consisted of removing and reconstructing of damaged concrete sidewalks, damaged driveways, damaged curb and gutters, curb ramps, cold milling of existing A.C. pavement and overlaying A.C., root and branch pruning of trees, traffic striping, and pavement markings.
8. The name of the contractor, if any, for such work of improvement was Excel Paving Company

   September 13, 2017

   (If no contractor for work of improvement as a whole, insert "None") (Date of Contract)
9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: Bluff Road Street Improvements Project from Sycamore Street to Oakwood Street, CP 849, Bid # 17-15, FY 2016-2017

*Samuel T Kouri*, City Engineer, City of Montebello

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

## VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion:
I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.
Executed on________________ , 2017 at City of Montebello, Montebello, CA

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

**DO NOT RECORD**

REQUIREMENTS AS TO NOTICE OF COMPLETION

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

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

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

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

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

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

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

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

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

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

**CITY OF MONTEBELLO**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Andrew G. Pasmant Acting City Manager

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

**SUBJECT:** Consideration of a cost-sharing Memorandum of Agreement (MOA) for implementing the Coordinated Integrated Monitoring Program (CIMP) and Enhanced Watershed Management Plan (EWMP) for the Upper Los Angeles River Watershed Management Area (ULAR)

**DATE:** March 28, 2018

---

## RECOMMENDATION

It is recommended that the City Council approve a Memorandum of Agreement (MOA) with 18 other permittees for the implementation of the Upper Los Angeles River Coordinated Integrated Monitoring Program (CIMP) and Enhanced Watershed Management Plan (EWMP), and authorize the Acting City Manager to execute the MOA on behalf of the City.

## BACKGROUND

On December 28, 2012, the Los Angeles Regional Water Quality Control Board ("Regional Board") approved an updated National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit ("MS4 Permit"), which stipulates specific compliance requirements from the County of Los Angeles ("County") and its 84 cities (including Montebello).

To facilitate the City's compliance, the City Council authorized Montebello to join the Upper Los Angeles River ("ULAR") Watershed group, and participate in the development of the CIMP. The CIMP was completed on June 26, 2014, and approved by the Regional Board on August 5, 2015. On June 24, 2014 the ULAR submitted an EWMP to the California State Regional Water Control Board (Waterboards) as required by the MS4 Permit. The CIMP and the EWMP were then implemented for the ULAR watershed as required by the Waterboards.

## ANALYSIS

The intent of the EWMP is to complete activities including, but not limited to these MS4 Permit-mandated EWMP associated tasks: preparation of the Annual Report, preparation of the Adaptive Management Plan, implementation of the Trash Reporting and Monitoring Plan (TRMP), preparation of the Report of Waste Discharge (ROWD), development of the load (bacteria) reduction strategy in segments and tributaries of the Upper Los Angeles River, and costs for potential watershed special studies.

The ULAR desires to have the San Gabriel Valley COG (SGVCOG), under the direction of the ULAR, perform the following: (a) administer the MOA; (b) invoice and collect funds from each of the cities in the ULAR to cover the costs of EWMP associated tasks and pay the City of Los Angeles; and (c) negotiate and enter into agreements with consultants for as-needed services to support the EWMP associated tasks.

The intent of the CIMP is to outline the process for collecting water quality data to meet the goals and requirements of the MS4 permit Monitoring and Reporting Program (MRP). The CIMP is designed to provide the Upper Los Angeles River watershed permittees the information necessary to guide water quality program management decisions. The CIMP provides information on sample collection and analysis methodologies. Additionally, the monitoring will provide a means of measuring compliance with the MS4 permit. The MRP, as outlined in the MS4 permit, is composed of five (5) elements, including:

1. Receiving Water Monitoring
2. Stormwater Outfall Monitoring
3. Non-Stormwater (NSW) Outfall Monitoring
4. New Development/Redevelopment Effectiveness Tracking
5. Regional Studies

This MOA is only for the implementation of the CIMP and EWMP. This MOA is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to Sections 15307 and 15308 of the CEQA Guidelines, as actions by regulatory agencies for the protection of natural resources and the environment, because the MOA is intended to protect and improve water quality in the Los Angeles River and its receiving waters.

## FISCAL IMPACT

Participation with the 18 other permittees allows the City to cost-share the expenses associated with MS4 Permit compliance for the five-year period from July 1, 2018 to June 30, 2023. The total five-year cost to the ULAR group for the implementation of both the CIMP and EWMP is $6,758,890. As shown in Table 1 of Exhibit C of the MOA. the City of Montebello’s total share for these efforts will be a total of $87,001 over this five-year period as follows:

FY 2018-19…….$18,743
FY 2019-20…….$15,935
FY 2020-21…….$18,400

| | |
|---|---|
| FY 2021-22……. | $16,345 |
| FY 2022-23……. | $17,578 |
| **TOTAL** | **$87,001** |

If Montebello does not participate in these efforts, the Regional Board has the authority to subject the City to penalties ranging between $5,000 to $25,000 per day. As part of the FY 2018-19 Budget, Staff recommends that $18,743 be appropriated in the Public Works Maintenance and Operations Budget to fund the City' cost share for the CIMP and EWMP, and that subsequent funds be appropriately respectively for FY 2019-20 to FY 2022-23.

## SUMMARY

In order to comply with the requirements and provisions of the 2012 National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit ("MS4 Permit"), the City of Montebello joined the Upper Los Angeles River ("ULAR") Watershed group. The City Council will consider approving a Memorandum of Agreement (MOA) for the implementation of the ULAR Coordinated Integrated Monitoring Program (CIMP) and Enhanced Watershed Management Plan (EWMP), and authorized the Acting City Manager to execute the agreement on behalf of the City.

## ATTACHMENTS

Memorandum of Agreement for implementing the CIMP and EWMP

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE CITY OF LOS ANGELES, THE CITY OF ALHAMBRA, THE CITY OF BURBANK, THE CITY OF CALABASAS, THE CITY OF GLENDALE, THE CITY OF HIDDEN HILLS, THE CITY OF LA CANADA FLINTRIDGE, THE CITY OF MONTEBELLO, THE CITY OF MONTEREY PARK, THE CITY OF PASADENA, THE CITY OF ROSEMEAD, THE CITY OF SAN FERNANDO, THE CITY OF SAN GABRIEL, THE CITY OF SAN MARINO, THE CITY OF SOUTH EL MONTE, THE CITY OF SOUTH PASADENA, THE CITY OF TEMPLE CITY, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND THE COUNTY OF LOS ANGELES**

**REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE UPPER LOS ANGELES RIVER WATERSHED MANGAGEMENT AREA**

This Memorandum of Agreement (MOA), made and entered into as of the date of the last signature set forth below by and between THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF ALHAMBRA, a municipal corporation, THE CITY OF BURBANK, a municipal corporation, THE CITY OF CALABASAS, a municipal corporation, THE CITY OF GLENDALE, a municipal corporation, THE CITY OF HIDDEN HILLS, a municipal corporation, THE CITY OF LA CANADA FLINTRIDGE, a municipal corporation, THE CITY OF MONTEBELLO, a municipal corporation, THE CITY OF MONTEREY PARK, a municipal corporation, THE CITY OF PASADENA, a municipal corporation, THE CITY OF ROSEMEAD, a municipal corporation, THE CITY OF SAN FERNANDO, a municipal corporation, THE CITY OF SAN GABRIEL, a municipal corporation, THE CITY OF SAN MARINO, a municipal corporation, THE CITY OF SOUTH EL MONTE, a municipal corporation, THE CITY OF SOUTH PASADENA, a municipal corporation, THE CITY OF TEMPLE CITY, a municipal corporation, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County MS4 as a large municipal separate storm sewer system (MS4) pursuant to 40 CFR section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit); and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the LACFCD, the COUNTY, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the County comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the PARTIES' collective jurisdictional area in the Upper Los Angeles River (ULAR) Watershed Management Area as identified in Exhibit C of this MOA; and

WHEREAS, the PARTIES elected voluntarily to collaborate on the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit for a portion of the ULAR Watershed Management Area as identified in Exhibit C of this MOA to comply with all applicable monitoring requirements of the MS4 Permit; and

WHEREAS, the PARTIES collaboratively prepared a final Scope of Work to obtain a consultant (Consultant) to assist the PARTIES in the development of a CIMP; and

WHEREAS, the CIMP was submitted to the Regional Board by the PARTIES on June 26, 2014 and was conditionally approved by the Regional Board on August 5, 2015; and

WHEREAS, the CITY will perform the MONITORING SERVICES required to implement the ULAR CIMP, which has been approved by the Regional Board, pursuant to the MS4 Permit; and

WHEREAS, the PARTIES have agreed that the total cost for this MOA shall not exceed $6,007,558; and

WHEREAS, the PARTIES have agreed for the CITY to perform and coordinate the MONITORING SERVICES on the PARTIES' behalf, the PARTIES have agreed to pay the CITY for its Monitoring Services as indicated in Table 1of Exhibit A of this MOA; and

WHEREAS, the MONITORING SERVICES includes various program start-up costs to implement the CIMP, and the PARTIES have agreed that these costs are reimbursable pursuant to this MOA; and

WHEREAS, the CITY retains the right to outsource some or all of the elements of the MONITORING SERVICES, at a cost not to exceed those shown in Tables 1-3 of Exhibit A; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP based on the Distributed Costs contained in Table 1 of Exhibit A of this MOA; and

WHEREAS, the PARTIES have agreed that the distributed costs contained in Table 1 of Exhibit A of this MOA is the sum of GENERAL MONITORING COSTS which are distributed according to each PARTY'S land area relative to the total land area in the ULAR Watershed Management Area (refer to Table 2, Exhibit A), plus the costs of NON-STORMWATER OUTFALL MONITORING, LEGG LAKE RECEIVING WATER MONITORING, and the ARROYO SECO LOAD REDUCTION STRATEGY document preparation, which are distributed according to each PARTY'S land area within those specific sub-watersheds and tributaries of the Los Angeles River (refer to Tables 3a-3g, in Exhibit A); and

WHEREAS, the PARTIES have agreed that the costs of monitoring Echo Park Lake and Lake Calabasas, are not included in the MOA, but rather, are the responsibility of the PARTIES which have jurisdiction over those water bodies; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOA.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the MONITORING SERVICES required to implement the Upper Los Angeles Watershed Management Area Group CIMP.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOA.

Section 4. Voluntary. This MOA is voluntarily entered into for the implementation of the CIMP.

Section 5. Term. This MOA shall become effective on the last date of execution by a PARTY and shall remain in effect until June 30, 2018. The MOA may be extended, through an amendment, for an additional term of three (3) years if agreed upon by the PARTIES.

Section 6. Commitment. Once effective, all cooperating PARTIES agree to uphold the promises contained in this MOA for the duration of the agreed upon term.

Section 7. THE PARTIES AGREE:

a. Monitoring Services. The CITY will perform the MONITORING SERVICES to support the PARTIES submittal of the MS4 Permit Annual Report per the practices found in the approved CIMP. The CITY may modify this MOA through an amendment approved by all PARTIES, when conditions, such as but not limited to, expansion of CIMP requirements, impact annual costs.

b. Reporting. The PARTIES authorize the CITY to prepare and submit semi-annual and annual analytical monitoring reports to the Regional Board as described in the CIMP as well as electronic files if requested by the Regional Board. The CITY shall distribute the semi-annual and annual reports to the PARTIES 15 days prior to its intended date of submittal to the Regional Board. The PARTIES may review the monitoring report and submitted comments to the CITY prior to its submittal to the Regional Board. The CITY has control of the submittal but shall discuss the PARTIES' comments as they apply to the report.

c. Invoicing. The CITY will invoice the PARTIES annually, not exceeding the amounts shown in Table 1 of Exhibit A.

Section 8. Invoicing and Payment.

a. Annual Payment. The PARTIES shall pay the CITY for their proportional share of the estimated cost for MONITORING SERVICES as shown in Table 1 of Exhibit A, within sixty (60) days of receipt of the invoice from the CITY. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES and are subject to change, through an amendment, pursuant to unforeseen challenges.

b. Invoice. The CITY will invoice the PARTIES in amounts not exceeding the invoice amounts shown in Table 1 of Exhibit A. The annual invoices will be issued in July of each calendar year. The first invoice will be distributed upon the execution of this MOA.

c. Program Management Fee. The costs of MONITORING SERVICES in Exhibit A include a Program Management Fee in the amount of 5%.

d. Incidental Expenses. The CITY will attempt to notify the PARTIES if actual expenditures for MONITORING SERVICES are anticipated to exceed the cost estimates contained in Exhibit A. A ten (10%) contingency to cover Incidental Expenses is already factored into the cost estimates in Exhibit A. Incidental costs greater than ten percent (10%) will require an amendment to this MOA.

e. Reconciliation of this MOA. Unexpended costs for variable costs at the termination of this MOA will either be reimbursed to the PARTIES by the CITY in accordance with the distributed cost formulas set forth in Tables 2 and 3a-3g of Exhibit A, or PARTIES may elect to roll-over unexpended costs to cover monitoring expenses in the following year. At the end of each fiscal year, and at the end of the MOA, the CITY will provide the PARTIES with a statement of actual expenditures, broken down for each table in Exhibit A.

f. Late Payment Penalty. Any payment that is not received within 60 days following receipt of the CITY invoice shall be subject to interest on the original amount from the date that the payment first became due. The interest rate shall be equal to the Prime Rate in effect when the payment first became due plus one percent (1%) for any payment that is made from one (1) to thirty (30) days after the due date. The Prime Rate in effect when the payment first became due plus five percent (5%) shall apply to any payment that is made from thirty one (31) to sixty (60) days after the due date. The Prime Rate in effect when the payment first became due plus ten percent (10%) shall apply to any payment that is made more than sixty (60) days past the due date. The rates, shall nevertheless, not exceed the maximum allowed by law.

g. Delinquent Payments. A PARTY or PARTIES payment is considered to be delinquent 180 days after receipt of the invoice from the CITY. The following procedure may be implemented to attain payments from the delinquent PARTY or PARTIES: 1) verbally contact/meet with the manager(s) from the delinquent PARTY or PARTIES; 2) submit a formal letter to the delinquent PARTY or PARTIES from the CITY attorney; and 3) notify the Regional Board that the delinquent PARTY or PARTIES are no longer a participating member of the CIMP. If the PARTY or PARTIES remain delinquent after the above procedures, then any delinquent amount(s) will be distributed in the following invoice amongst all remaining PARTIES in accordance with a revised distributed cost formula that is exclusive of the delinquent PARTY or PARTIES.

Section 9. THE PARTIES FURTHER AGREE:

a. Payment. The PARTIES agree to pay the CITY for all MONITORING SERVICES required to implement the ULAR CIMP, pursuant to the MS4 Permit, not exceeding the amounts shown in Table 1 of Exhibit A, based on the distributed cost formulas in Tables 2 and 3a-3g of Exhibit A, attached hereto and made a part of this MOA by this reference.

b. Documentation. The PARTIES agree to provide all requested information and documentation in their possession, and make available for release to the CITY, that is deemed necessary by the PARTIES to perform the MONITORING SERVICES at no cost to the CITY.

c. Access. Each PARTY shall allow reasonable access and entry to the CITY or its contractor, on an as-needed basis during the term of this MOA, including but not limited to the PARTY'S storm drains, channels, catch basins, and similar properties (FACILITIES) to achieve the purposes of this MOA, provided, however, that prior to entering any of the PARTY'S FACILITIES, the CITY or its contractor shall provide written notice 72 hours in advance of entry from the applicable PARTY, or in the cases where 72 hour advanced notice is not possible, such as in cases of unforeseen wet weather, as early as reasonably possible. LACFCD, being a member of this MOA, agrees to provide a "no-fee" Access Permit to their facilities/structures which require access to perform the MONITORING SERVICES by the CITY. This Access Permit does not cover any fees that may be required for Construction Permits for the installation of permanent monitoring equipment.

d. The NON-STORMWATER OUTFALL MONITORING element of the MONITORING SERVICES to be provided by the City will constitute non-stormwater outfall-based screening and monitoring only, and will terminate upon identification and prioritization of outfalls with significant non-stormwater discharges. The ensuing investigation(s) to identify the sources of these non-stormwater discharges will be conducted by a third-party consultant who will report findings to the CITY and to PARTIES located within the drainage area of the investigation(s). The estimated costs for these investigations are incorporated in the estimated costs for NON-STORMWATER OUTFALL MONITORING in Table 3a-3e, in Exhibit A.

e. MONITORING SERVICES of this MOA do not include monitoring activities in Echo Park Lake and Lake Calabasas. These are the responsibility of the agencies with jurisdiction over these water bodies.

## Section 10. Indemnification

a. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY'S own negligence or willful misconduct.

b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOA to the same extent such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 11. Termination

a. Any PARTY may terminate this MOA for any reason, in whole or part, by giving the other PARTIES and the Regional Board thirty (30) days written notice thereof. Terminated PARTIES shall remain wholly responsible for their share of the costs of MONITORING SERVICES that were incurred up to the date at which the MOA was terminated. A terminated PARTY shall have rights to all work and reports produced with the use of its paid cost allocation. Each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP.

b. The CITY shall notify in writing all PARTIES within fourteen (14) days of receiving written notice from any PARTY that intends to terminate its PARTY status in this MOA.

c. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default as determined by the PARTIES.

Section 12. General Provisions

a. <u>Notices.</u> Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. Parties shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.

b. Administration. For the purposes of this MOA, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOA on behalf of such PARTY.

c. Relationship of the Parties. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOA shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.

d. Binding Effect. This MOA shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOA without the prior written consent of the other PARTIES.

e. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. Such amendments may be executed by those individuals listed in Exhibit B or by a responsible individual as determined by each PARTY.

f. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.

g. No Presumption in Drafting. The Parties to this MOA agree that the general rule that an MOA is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.

h. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.

i. Entire Agreement. This MOA, and its Exhibits, constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.

j. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.

k. Counterparts. This MOA may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

**COUNTY OF LOS ANGELES**

By __________________________________ _____________________
GAIL FARBER, Director of Public Works Date

APPROVED AS TO FORM:

Mary C. Wickham
Interim County Counsel

By __________________________________ _____________________
Deputy Date

**LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

By ____________________________________ _______________________

GAIL FARBER, Chief Engineer Date

APPROVED AS TO FORM:

Mary C. Wickham
Interim County Counsel

By ____________________________________ _______________________

Deputy Date

**CITY OF ALHAMBRA**

By ____________________ ____________________________
Luis Ayala Date
Mayor

APPROVED AS TO CONTENT:

By ____________________________
Lauren Myles
City Clerk

APPROVED AS TO FORM:

By ____________________________
Joseph M. Montes, Esq.
City Attorney

**CITY OF LOS ANGELES**

Date: ____________________ By: __________________________
Kevin James, President
Board of Public Works

ATTEST:

________________________________
Holly Wolcott
Interim City Clerk

APPROVED AS TO FORM:

____________________________
Michael N. Feuer
City Attorney

By: ____________________________
John A. Carvalho
City Attorney

**THE CITY OF BURBANK**

Dated: ___________________________

CITY OF BURBANK

By _________________________________
Bob Frutos, Mayor

ATTEST:

________________________________
Mark Scott, City Manager

APPROVED AS TO FORM:

________________________________
Joseph H. McDougall, Senior Assistant City Attorney

**THE CITY OF CALABASAS**

Dated: ___________________________

CITY OF CALABASAS

By ___________________________________
Fred Gaines, Mayor

ATTEST:

_________________________________
Maricela Hernandez, City Clerk

APPROVED AS TO FORM:

_________________________________
Scott Howard, Interim City Attorney

**THE CITY OF GLENDALE**

Dated: ___________________________

CITY OF GLENDALE

By ___________________________________
Ara Najarian, Mayor

ATTEST:

_________________________________
Scott Ochoa, City Manager

APPROVED AS TO FORM:

_________________________________
Michael Garcia, City Attorney

**THE CITY OF HIDDEN HILLS**

Dated: ________________________

CITY OF HIDDEN HILLS

By ______________________________
Larry G. Weber, Mayor

ATTEST:

______________________________
Cherie L. Paglia, City Manager

APPROVED AS TO FORM:

______________________________
Roxanne M. Diaz, City Attorney

**THE CITY OF LA CANADA FLINTRIDGE**

Dated: __________________________

CITY OF LA CANADA FLINTRIDGE

By __________________________________
Dave Spence, Mayor

ATTEST:

________________________________
Mark R. Alexander, City Manager

APPROVED AS TO FORM:

________________________________
Mark Steres, City Attorney

**THE CITY OF MONTEBELLO**

Dated: ___________________________

CITY OF MONTEBELLO

By __________________________________
Andrew G. Pasmant, Acting City Manager

ATTEST:

________________________________
Irma Barajas, City Clerk

APPROVED AS TO FORM:

________________________________
Arnold Alvarez-Glasman, City Attorney

**CITY OF MONTEREY PARK**

Date: ______________________ By: ______________________________________
Paul Talbot, City Manager

ATTEST:

By: ________________________________________
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

By: ________________________________________
Karl H. Berger, Assistant City Attorney

**CITY OF PASADENA**

Dated: ___________________________

CITY OF PASADENA

By ___________________________________
Michael J. Beck, City Manager

ATTEST:

________________________________
Mark Jomsky, City Clerk

APPROVED AS TO FORM:

________________________________
Brad L. Fuller, Assistant City Attorney

**CITY OF ROSEMEAD**

Dated: ___________________________

CITY OF ROSEMEAD

By ___________________________________
Jeff Allred, City Manager

ATTEST:

________________________________
Gloria Molleda, City Clerk

APPROVED AS TO FORM:

________________________________
Rachel H. Richman, City Attorney

**THE CITY OF SAN FERNANDO**

Dated: ____________________________

CITY OF SAN FERNANDO

By ____________________________________
Joel Fajardo, Mayor

ATTEST:

________________________________
Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

________________________________
Rick R. Olivarez, City Attorney

**THE CITY OF SAN GABRIEL**

Dated: ___________________________

CITY OF SAN GABRIEL

By ___________________________________
Steven A. Preston, City Manager

ATTEST:

________________________________
Eleanor K. Andrews, City Clerk

APPROVED AS TO FORM:

________________________________
Robert L. Kress, City Attorney

**CITY OF SAN MARINO**

Dated: ___________________________

CITY OF SAN MARINO

By ___________________________________
Richard Ward, Mayor

ATTEST:

_________________________________
John Schaefer, City Manager

APPROVED AS TO FORM:

_________________________________
Steve Dorsey, City Attorney

**THE CITY OF SOUTH EL MONTE**

Dated: ___________________________

CITY OF SOUTH EL MONTE

By ___________________________________
[INSERT NAME], City Manager

ATTEST:

_________________________________
[insert name], City Clerk

APPROVED AS TO FORM:

_________________________________
[insert name], City Attorney

**THE CITY OF SOUTH PASADENA**

Dated: ____________________________

CITY OF SOUTH PASADENA

By ________________________________________

Sergio Gonzalez, City Manager

ATTEST:

__________________________________

Evelyn G. Zneimer, City Clerk

APPROVED AS TO FORM:

__________________________________

Teresa L. Highsmith, City Attorney

**CITY OF THE TEMPLE CITY**

Date: ___________________________

CITY OF TEMPLE CITY

By ___________________________________
Cynthia Sternquist, Mayor

ATTEST:

_________________________________
Peggy Kuo, City Clerk

APPROVED AS TO FORM:

_________________________________
Eric S. Vail, City Attorney

# EXHIBIT A

**Table 1. Distribution of Total Estimated Cost for Implementing the ULAR CIMP.**

| Agency | Fiscal Year 15-16 | Fiscal Year 16-17 | Fiscal Year 17-18 | Total |
|---|---|---|---|---|
| LACFCD | $128,820 | $89,931 | $83,464 | $302,215 |
| City of Los Angeles | $1,164,325 | $919,008 | $846,702 | $2,930,035 |
| County of Los Angeles | $392,577 | $271,798 | $254,265 | $918,641 |
| City of Alhambra | $51,979 | $33,726 | $31,439 | $117,143 |
| City of Burbank | $54,892 | $45,817 | $41,794 | $142,503 |
| City of Calabasas | $19,818 | $16,541 | $15,089 | $51,448 |
| City of Glendale | $97,043 | $80,921 | $73,819 | $251,783 |
| City of Hidden Hills | $4,755 | $3,968 | $3,620 | $12,343 |
| City of La Canada Flintridge | $82,421 | $37,194 | $35,187 | $154,802 |
| City of Montebello | $71,012 | $38,486 | $36,544 | $146,043 |
| City of Monterey Park | $58,090 | $34,814 | $32,707 | $125,611 |
| City of Pasadena | $210,796 | $106,276 | $100,887 | $417,959 |
| City of Rosemead | $44,190 | $23,898 | $22,698 | $90,786 |
| City of San Fernando | $7,508 | $6,267 | $5,717 | $19,492 |
| City of San Gabriel | $35,301 | $19,091 | $18,132 | $72,524 |
| City of San Marino | $32,162 | $17,393 | $16,519 | $66,074 |
| City of South El Monte | $29,805 | $20,214 | $19,636 | $69,655 |
| City of South Pasadena | $19,767 | $14,683 | $13,400 | $47,851 |
| City of Temple City | $34,389 | $18,597 | $17,663 | $70,649 |
| **Total Estimated Cost of CIMP** | **$2,539,651** | **$1,798,624** | **$1,669,283** | **$6,007,558** |

Note:
1. The Total Estimated Cost for each agency is the sum of General Monitoring Costs (refer to Table 2, Exhibit A) plus the costs for Non-Stormwater Outfall Monitoring, Legg Lake Receiving Water Monitoring, and Arroyo Seco Load Reduction Strategy Document Preparation (refer to Table 3a-g, Exhibit A).
2. The figures shown in this table include a 5% Program Management Fee and a 10% Contingency, which are also detailed in Tables 2 and 3a-f in Exhibit A.

**Table 2. Distribution of General Monitoring Costs.**

| CIMP Component | Fiscal Year 15-16 | Fiscal Year 16-17 | Fiscal Year 17-18 | Total |
|---|---|---|---|---|
| Receiving Water Monitoring | $378,749 | $390,506 | $361,556 | $1,130,811 |
| Storm Water Outfall Monitoring | $35,085 | $70,170 | $105,256 | $210,511 |
| Non-Storm Water Outfall Monitoring | (NSWO costs are distributed according to sub-watershed) | | | |
| Data Management (15%) | $62,075 | $69,101 | $70,022 | $201,198 |
| Capital Expenses | $254,890 | $336,000 | $216,000 | $806,890 |
| Operation & Maintenance Expenses | $35,132 | $52,733 | $65,333 | $153,199 |
| Contracted Services: Annual Report, Data Tools, On-call support | $630,731 | $224,381 | $224,381 | $1,079,493 |
| Program Management (5%) | $69,833 | $57,145 | $52,127 | $179,105 |
| General Monitoring Costs (subtotal) | $1,466,496 | $1,200,037 | $1,094,675 | $3,761,208 |
| Contingency (10%) | $146,650 | $120,004 | $109,467 | $376,121 |
| Annual Escalation (0%, 2%, 2%) | $0 | $26,401 | $24,083 | $50,484 |
| **General Monitoring Costs (total)** | **$1,613,146** | **$1,346,441** | **$1,228,225** | **$4,187,812** |

| Agency | Land Area (acres) | % of Area | Fiscal Year 15-16 | Fiscal Year 16-17 | Fiscal Year 17-18 | Total |
|---|---|---|---|---|---|---|
| LACFCD (5%) | -- | -- | $80,657 | $67,322 | $61,411 | $209,391 |
| City of Los Angeles | 181,288.00 | 58.53% | $896,901 | $748,615 | $682,887 | $2,328,404 |
| County of Los Angeles | 41,048.07 | 13.25% | $203,081 | $169,505 | $154,623 | $527,208 |
| City of Alhambra | 4,884.31 | 1.58% | $24,165 | $20,169 | $18,399 | $62,732 |
| City of Burbank | 11,095.20 | 3.58% | $54,892 | $45,817 | $41,794 | $142,503 |
| City of Calabasas | 4,005.68 | 1.29% | $19,818 | $16,541 | $15,089 | $51,448 |
| City of Glendale | 19,587.50 | 6.32% | $96,907 | $80,885 | $73,783 | $251,575 |
| City of Hidden Hills | 961.03 | 0.31% | $4,755 | $3,968 | $3,620 | $12,343 |
| City of La Canada Flintridge | 5,534.46 | 1.79% | $27,381 | $22,854 | $20,848 | $71,083 |
| City of Montebello | 5,356.38 | 1.73% | $26,500 | $22,119 | $20,177 | $68,796 |
| City of Monterey Park | 4,951.51 | 1.60% | $24,497 | $20,447 | $18,652 | $63,596 |
| City of Pasadena | 14,805.30 | 4.78% | $73,248 | $61,137 | $55,770 | $190,154 |
| City of Rosemead | 3,310.87 | 1.07% | $16,380 | $13,672 | $12,472 | $42,524 |
| City of San Fernando | 1,517.64 | 0.49% | $7,508 | $6,267 | $5,717 | $19,492 |
| City of San Gabriel | 2,644.87 | 0.85% | $13,085 | $10,922 | $9,963 | $33,970 |
| City of San Marino | 2,409.64 | 0.78% | $11,921 | $9,950 | $9,077 | $30,949 |
| City of South El Monte | 1,594.16 | 0.51% | $7,887 | $6,583 | $6,005 | $20,475 |
| City of South Pasadena | 2,186.20 | 0.71% | $10,816 | $9,028 | $8,235 | $28,079 |
| City of Temple City | 2,576.50 | 0.83% | $12,747 | $10,639 | $9,705 | $33,092 |
| **Total** | **309,757.32** | **100%** | **$1,613,146** | **$1,346,441** | **$1,228,225** | **$4,187,812** |

Note:
1. General Monitoring Costs include all required monitoring elements in the CIMP, except for Non-Stormwater Outfall Monitoring and Receiving water monitoring in Echo Park Lake, Lake Calabasas, and Legg Lake.
2. The areas owned by Caltrans, State Parks, and U.S. Government have been excluded from the total area of the Upper Los Angeles River watershed.
3. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the General Monitoring Costs, which is subtracted before the costs are distributed among the other Parties.
4. Area (acres) determined by GIS analysis as shown in Exhibit C.
5. Agency Percent Area = (Agency Area / Total Area) x 100%
6. Distributed Cost to each Party = [(Total of General Monitoring Costs – LACFD 5%) x Agency Percent Area].

**Table 3a. Distribution of Costs for Non-Stormwater Outfall Monitoring in Rio Hondo.**

| Non-Stormwater Outfall Monitoring (Rio Hondo) | Fiscal Year 15-16 | Fiscal Year 16-17 | Fiscal Year 17-18 | Total |
|---|---|---|---|---|
| Inventory and 6 screening Events | $85,432 | $0 | $0 | $85,432 |
| Source Investigations | $100,000 | $0 | $0 | $100,000 |
| Non-Stormwater Outfall Monitoring | $104,532 | $104,532 | $104,532 | $313,596 |
| Data Management (15%) | $43,495 | $15,680 | $15,680 | $74,854 |
| Program Management (5%) | $16,673 | $6,011 | $6,011 | $28,694 |
| Monitoring Cost Sub-Total | $350,131 | $126,222 | $126,222 | $602,576 |
| Contingency (10%) | $35,013 | $12,622 | $12,622 | $60,258 |
| Annual Escalation (0%, 2%, 2%) | $0 | $2,777 | $2,777 | $5,554 |
| **Rio Hondo (Total)** | **$385,144** | **$141,621** | **$141,621** | **$668,387** |

| Agency | Land Area (acres) | % of Area | Fiscal Year 15-16 | Fiscal Year 16-17 | Fiscal Year 17-18 | Total |
|---|---|---|---|---|---|---|
| LACFCD (5%) | -- | -- | $19,257 | $7,081 | $7,081 | $33,419 |
| County of Los Angeles | 8,057.60 | 18.50% | $67,681 | $24,887 | $24,887 | $117,455 |
| City of Alhambra | 3,311.34 | 7.60% | $27,814 | $10,228 | $10,228 | $48,269 |
| City of Montebello | 5,299.29 | 12.17% | $44,512 | $16,368 | $16,368 | $77,247 |
| City of Monterey Park | 3,999.35 | 9.18% | $33,593 | $12,353 | $12,353 | $58,298 |
| City of Pasadena | 10,177.22 | 23.36% | $85,485 | $31,434 | $31,434 | $148,352 |
| City of Rosemead | 3,310.89 | 7.60% | $27,810 | $10,226 | $10,226 | $48,262 |
| City of San Gabriel | 2,644.88 | 6.07% | $22,216 | $8,169 | $8,169 | $38,554 |
| City of San Marino | 2,409.65 | 5.53% | $20,240 | $7,443 | $7,443 | $35,125 |
| City of South El Monte | 1,592.66 | 3.66% | $13,378 | $4,919 | $4,919 | $23,216 |
| City of South Pasadena | 180.45 | 0.41% | $1,516 | $557 | $557 | $2,630 |
| City of Temple City | 2,576.51 | 5.91% | $21,642 | $7,958 | $7,958 | $37,557 |
| **Rio Hondo (Total)** | **43,559.83** | **100%** | **$385,144** | **$141,621** | **$141,621** | **$668,387** |

**Table 3b. Distribution of Costs for Non-Stormwater Outfall Monitoring in Arroyo Seco.**

| Non-Stormwater Outfall Monitoring (Arroyo Seco) | Fiscal Year 15-16 | Fiscal Year 16-17 | Fiscal Year 17-18 | Total |
|---|---|---|---|---|
| Inventory and 6 screening Events | $55,397 | $0 | $0 | $55,397 |
| Source Investigations | $40,000 | $0 | $0 | $40,000 |
| Non-Stormwater Outfall Monitoring | $41,718 | $41,718 | $41,718 | $125,155 |
| Data Management (15%) | $20,567 | $6,258 | $6,258 | $33,083 |
| Program Management (5%) | $7,884 | $2,399 | $2,399 | $12,682 |
| Monitoring Cost Sub-Total | $165,566 | $50,375 | $50,375 | $266,316 |
| Contingency (10%) | $16,557 | $5,037 | $5,037 | $26,632 |
| Annual Escalation (0%, 2%, 2%) | $0 | $1,108 | $1,108 | $2,216 |
| **Arroyo Seco (Total)** | **$182,123** | **$56,520** | **$56,520** | **$295,164** |

| Agency | Land Area (acres) | % of Area | Fiscal Year 15-16 | Fiscal Year 16-17 | Fiscal Year 17-18 | Total |
|---|---|---|---|---|---|---|
| LACFCD (5%) | -- | -- | $9,106 | $2,826 | $2,826 | $14,758 |
| City of Los Angeles | 3,936.66 | 27.73% | $47,972 | $14,888 | $14,888 | $77,748 |
| County of Los Angeles | 2,361.13 | 16.63% | $28,773 | $8,929 | $8,929 | $46,632 |
| City of Glendale | 9.39 | 0.07% | $114 | $36 | $36 | $186 |
| City of La Canada Flintridge | 3,791.77 | 26.71% | $46,207 | $14,340 | $14,340 | $74,886 |
| City of Pasadena | 3,586.72 | 25.26% | $43,708 | $13,564 | $13,564 | $70,837 |
| City of South Pasadena | 512.25 | 3.61% | $6,242 | $1,937 | $1,937 | $10,117 |
| **Arroyo Seco (Total)** | **14,197.93** | **100%** | **$182,123** | **$56,520** | **$56,520** | **$295,164** |

**Table 3c. Distribution of Costs for Non-Stormwater Outfall Monitoring in Segment E of Los Angeles River.**

| Non-Stormwater Outfall Monitoring (Segment E) | Fiscal Year 15-16 | Fiscal Year 16-17 | Fiscal Year 17-18 | Total |
|---|---|---|---|---|
| Inventory and 6 screening Events | $89,880 | $0 | $0 | $89,880 |
| Source Investigations | $60,000 | $0 | $0 | $60,000 |
| Non-Stormwater Outfall Monitoring | $0 | $82,052 | $82,052 | $164,104 |
| Data Management (15%) | $22,482 | $12,308 | $12,308 | $47,098 |
| Program Management (5%) | $8,618 | $4,718 | $4,718 | $18,054 |
| Monitoring Cost Sub-Total | $180,980 | $99,078 | $99,078 | $379,136 |
| Contingency (10%) | $18,098 | $9,908 | $9,908 | $37,914 |
| Annual Escalation (0%, 2%, 2%) | $0 | $2,180 | $2,180 | $4,359 |
| **Segment E (Total)** | **$199,079** | **$111,165** | **$111,165** | **$421,409** |

| Agency | Land Area (acres) | % of Area | Fiscal Year 15-16 | Fiscal Year 16-17 | Fiscal Year 17-18 | Total |
|---|---|---|---|---|---|---|
| LACFCD (5%) | -- | -- | $9,954 | $5,558 | $5,558 | $21,070 |
| City of Los Angeles | 30,933.21 | 78.68% | $148,800 | $83,090 | $83,090 | $314,981 |
| County of Los Angeles | 8,382.73 | 21.32% | $40,324 | $22,517 | $22,517 | $85,358 |
| **Segment E (Total)** | **39,315.94** | **100%** | **$199,079** | **$111,165** | **$111,165** | **$421,409** |

**Table 3d. Distribution of Costs for Non-Stormwater Outfall Monitoring in Compton Creek.**

| Non-Stormwater Outfall Monitoring (Compton Creek) | Fiscal Year 15-16 | Fiscal Year 16-17 | Fiscal Year 17-18 | Total |
|---|---|---|---|---|
| Inventory and 6 screening Events | $77,454 | $0 | $0 | $77,454 |
| Source Investigations | $0 | $50,000 | $0 | $50,000 |
| Non-Stormwater Outfall Monitoring | $0 | $0 | $47,990 | $47,990 |
| Data Management (15%) | $11,618 | $7,500 | $7,198 | $26,317 |
| Program Management (5%) | $4,454 | $2,875 | $2,759 | $10,088 |
| Monitoring Cost Sub-Total | $93,525 | $60,375 | $57,948 | $211,848 |
| Contingency (10%) | $9,353 | $6,038 | $5,795 | $21,185 |
| Annual Escalation (0%, 2%, 2%) | $0 | $1,328 | $1,275 | $2,603 |
| **Compton Creek (Total)** | **$102,878** | **$67,741** | **$65,018** | **$235,636** |

| Agency | Land Area (acres) | % of Area | Fiscal Year 15-16 | Fiscal Year 16-17 | Fiscal Year 17-18 | Total |
|---|---|---|---|---|---|---|
| LACFCD (5%) | -- | -- | $5,144 | $3,387 | $3,251 | $11,782 |
| City of Los Angeles | 10,602.17 | 62.91% | $61,480 | $40,482 | $38,855 | $140,817 |
| County of Los Angeles | 6,251.93 | 37.09% | $36,254 | $23,872 | $22,912 | $83,037 |
| **Compton Creek (Total)** | **16,854.11** | **100%** | **$102,878** | **$67,741** | **$65,018** | **$235,636** |

**Table 3e. Distribution of Costs for Non-Stormwater Outfall Monitoring in Segment B of Los Angeles River.**

| Non-Stormwater Outfall Monitoring (Segment B) | Fiscal Year 15-16 | Fiscal Year 16-17 | Fiscal Year 17-18 | Total |
|---|---|---|---|---|
| Inventory and 6 screening Events | $0 | $0 | $0 | $0 |
| Source Investigations | $0 | $40,000 | $0 | $40,000 |
| Non-Stormwater Outfall Monitoring | $0 | $0 | $33,798 | $33,798 |
| Data Management (15%) | $0 | $6,000 | $5,070 | $11,070 |
| Program Management (5%) | $0 | $2,300 | $1,943 | $4,243 |
| Monitoring Cost Sub-Total | $0 | $48,300 | $40,811 | $89,111 |
| Contingency (10%) | $0 | $4,830 | $4,081 | $8,911 |
| Annual Escalation (0%, 2%, 2%) | $0 | $1,063 | $898 | $1,960 |
| **Segment B (Total)** | **$0** | **$54,193** | **$45,790** | **$99,983** |

| Agency | Land Area (acres) | % of Area | Fiscal Year 15-16 | Fiscal Year 16-17 | Fiscal Year 17-18 | Total |
|---|---|---|---|---|---|---|
| LACFCD (5%) | -- | -- | $0 | $2,710 | $2,290 | $4,999 |
| City of Los Angeles | 15,089.17 | 62.03% | $0 | $31,933 | $26,982 | $58,915 |
| County of Los Angeles | 5,152.65 | 21.18% | $0 | $10,904 | $9,214 | $20,118 |
| City of Alhambra | 1,573.00 | 6.47% | $0 | $3,329 | $2,813 | $6,142 |
| City of Monterey Park | 952.18 | 3.91% | $0 | $2,015 | $1,703 | $3,718 |
| City of Pasadena | 66.59 | 0.27% | $0 | $141 | $119 | $260 |
| City of South Pasadena | 1,493.50 | 6.14% | $0 | $3,161 | $2,671 | $5,831 |
| **Segment B (Total)** | **24,327.09** | **100%** | **$0** | **$54,193** | **$45,790** | **$99,983** |

Note:

1. For Non-stormwater Outfall Monitoring, Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area].

**Table 3f. Distribution of Costs for Legg Lake Receiving Water Monitoring.**

| Legg Lake Receiving Water Monitoring | Fiscal Year 15-16 | Fiscal Year 16-17 | Fiscal Year 17-18 | Total |
|---|---|---|---|---|
| Receiving Water Monitoring | $15,458 | $15,458 | $15,458 | $46,373 |
| Data Management (15%) | $2,319 | $2,319 | $2,319 | $6,956 |
| Program Management (5%) | $889 | $889 | $889 | $2,666 |
| Monitoring Cost Sub-Total | $18,665 | $18,665 | $18,665 | $55,996 |
| Contingency (10%) | $1,867 | $1,867 | $1,867 | $5,600 |
| Annual Escalation (0%, 2%, 2%) | $0 | $411 | $411 | $821 |
| **Legg Lake (Total)** | **$20,532** | **$20,942** | **$20,942** | **$62,417** |

| Agency | Land Area (acres) | % of Area | Fiscal Year 15-16 | Fiscal Year 16-17 | Fiscal Year 17-18 | Total |
|---|---|---|---|---|---|---|
| LACFCD (5%) | -- | -- | $1,027 | $1,047 | $1,047 | $3,121 |
| County of Los Angeles | 2,044.68 | 56.21% | $10,965 | $11,184 | $11,184 | $33,332 |
| City of South El Monte | 1,592.68 | 43.79% | $8,541 | $8,712 | $8,712 | $25,964 |
| **Legg Lake (Total)** | **3,637.35** | **100%** | **$20,532** | **$20,942** | **$20,942** | **$62,417** |

**Table 3g. Distribution of Costs for Arroyo Seco Load Reduction Strategy Document Preparation.**

| Agency | Land Area (acres) | % of Area | Fiscal Year 15-16 | Fiscal Year 16-17 | Fiscal Year 17-18 | Total |
|---|---|---|---|---|---|---|
| LACFCD (10%) | -- | -- | $3,675 | $0 | $0 | $3,675 |
| City of Los Angeles | 3,936.66 | 27.73% | $9,171 | $0 | $0 | $9,171 |
| County of Los Angeles | 2,361.13 | 16.63% | $5,500 | $0 | $0 | $5,500 |
| City of Glendale | 9.39 | 0.07% | $22 | $0 | $0 | $22 |
| City of La Canada Flintridge | 3,791.77 | 26.71% | $8,833 | $0 | $0 | $8,833 |
| City of Pasadena | 3,586.72 | 25.26% | $8,356 | $0 | $0 | $8,356 |
| City of South Pasadena | 512.25 | 3.61% | $1,193 | $0 | $0 | $1,193 |
| **Arroyo Seco LRS (Total)** | **14,197.93** | **100%** | **$36,750** | **$0** | **$0** | **$36,750** |

## EXHIBIT B

## Upper Los Angeles River Enhanced Watershed Management Area CIMP Responsible Agencies Representatives

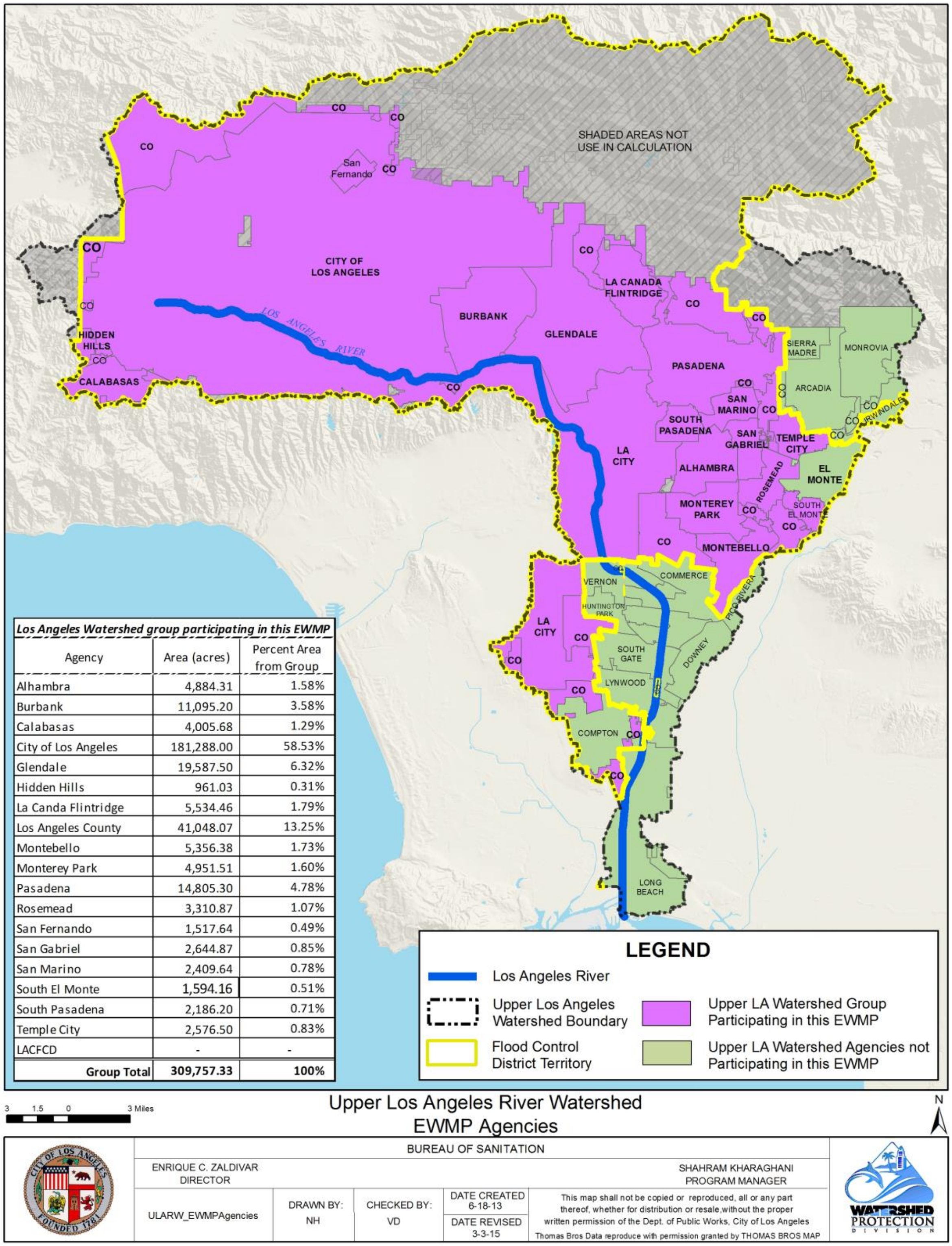
| Agency Address | Agency Contact |
|---|---|
| City of Los Angeles<br>Department of Public Works<br>Bureau of Sanitation, Watershed Protection Division<br>1149 S. Broadway<br>Los Angeles, CA 90015 | Shahram Kharaghani<br>E-mail: Shahram.Kharaghani@Lacity.org<br>Phone: (213) 485-0587<br>Fax: (213) 485-3939 |
| County of Los Angeles<br>Department of Public Works<br>Watershed Management Division, 11th Floor<br>900 South Fremont Avenue<br>Alhambra, CA 91803-1331 | Paul Alva<br>E-mail: PALVA@dpw.lacounty.gov<br>Phone: (626) 458-4325<br>Fax: (626) 457-1526 |
| Los Angeles County Flood Control District<br>Department of Public Works<br>Watershed Management Division, 11th Floor<br>900 South Fremont Avenue<br>Alhambra, CA 91803-1331 | Terri Grant<br>E-mail: TGRANT@dpw.lacounty.gov<br>Phone: (626) 458-4309<br>Fax: (626) 457-1526 |
| City of Alhambra<br>11 South First Street<br>Alhambra, XA 91801-3796 | David Dolphin<br>E-mail: DDOLPHIN@cityofalhambra.org<br>Phone: (626) 300-1571<br>Fax: |
| City of Burbank<br>P.O. Box 6459<br>Burbank, CA 91510 | Alvin Cruz<br>E-mail: ACruz@burbankca.gov<br>Phone: (818) 238-3941<br>Fax: |
| City of Calabasas<br>100 Civic Center Way<br>Calabasas, CA 91302-3172 | Alex Farassati<br>E-mail: afarassati@cityofcalabasas.com<br>Phone:<br>Fax: |
| City of Glendale<br>Engineering Section, 633 East Broadway, Room 209<br>Glendale, CA 91206-4308 | Maurice Oillataguerre<br>E-mail: moillataguerre@ci.glendale.ca.us<br>Phone:<br>Fax: |
| City of Hidden Hills<br>6165 Spring Valley Road<br>Hidden Hills, CA 91302 | Joe Bellomo<br>jbellomo@willdan.com<br>Phone: (805) 279-6856 |
| City of La Canada Flintridge<br>1327 Foothill Blvd.<br>La Canada Flintridge, CA 91011-2137 | Edward Hitti<br>E-mail: EHitti@lcf.ca.gov<br>Phone: 818-790-8882<br>Fax:818-70-8897 |

## EXHIBIT B

## Upper Los Angeles River Enhanced Watershed Management Area CIMP Responsible Agencies Representatives

| | |
|---|---|
| City of Montebello<br>1600 W Beverly Blvd<br>Montebello, CA 90640 | Norma Salinas<br>E-mail: Nsalinas@cityofmontebello.com<br>Phone: 323-887-1365<br>Fax: 323- 887-1410 |
| City of Monterey Park<br>320 West Newmark Avenue<br>Monterey Park, CA 91754-2896 | Amy Ho<br>E-mail: amho@montereypark.ca.gov<br><br>Mikki Klee<br>E-mail: mklee@jlha.net<br>Phone: (562) 802-7880<br>Fax: (562) 802-2297 |
| City of Pasadena<br>P.O. Box 7115<br>Pasadena, CA 91109-7215 | Stephen Walker<br>E-mail: SWalker@cityofpasadena.net<br>Phone: (626) 744-4271<br>Fax: |
| City of Rosemead,<br>8838 East Valley Blvd.<br>Rosemead, CA 91770-1787 | Anthony La<br>E-mail: ala@cityofrosemead.org<br>Phone: (626) 569-2118 |
| City of San Fernando<br>117 Macneil Street<br>San Fernando, CA 91340 | Joe Bellomo<br>Email: jbellomo@willdan.com<br>Phone: (805) 279-6856 |
| City of San Gabriel<br>425 South Mission Avenue<br>San Gabriel, CA 91775 | Daren Grilley<br>E-mail: dgrilley@sgch.org<br>Phone:<br>Fax: |
| City of San Marino<br>2200 Huntington Drive<br>San Marino, CA 91108-2691 | Kevin Sales<br>E-mail: kjserv@aol.com<br>Phone:<br>Fax: |
| City of South El Monte<br>[insert address] | [insert name]<br>E-mail:<br>Phone:<br>Fax: |
| City of South Pasadena<br>1414 Mission Street<br>South Pasadena, CA 91020-3298 | Shin Furukawa<br>E-mail: SFurukawa@ci.south-pasadena.ca.us<br>Phone: (626) 403-7246<br>Fax: |
| City of Temple City<br>9701 Las Tunas Drive<br>Temple City, CA 9178 | Michael Forbes, AICP, Community Development Director<br>E-mail:<br><br>Mikki Klee<br>E-mail: mklee@jlha.net<br>Phone: (562) 802-7880<br>Fax: (562) 802-2297 |
| | |

## EXHIBIT C
## Upper Los Angeles River Enhanced Watershed Management Area Group




*Los Angeles Watershed group participating in this EWMP*

| Agency | Area (acres) | Percent Area from Group |
|---|---|---|
| Alhambra | 4,884.31 | 1.58% |
| Burbank | 11,095.20 | 3.58% |
| Calabasas | 4,005.68 | 1.29% |
| City of Los Angeles | 181,288.00 | 58.53% |
| Glendale | 19,587.50 | 6.32% |
| Hidden Hills | 961.03 | 0.31% |
| La Canda Flintridge | 5,534.46 | 1.79% |
| Los Angeles County | 41,048.07 | 13.25% |
| Montebello | 5,356.38 | 1.73% |
| Monterey Park | 4,951.51 | 1.60% |
| Pasadena | 14,805.30 | 4.78% |
| Rosemead | 3,310.87 | 1.07% |
| San Fernando | 1,517.64 | 0.49% |
| San Gabriel | 2,644.87 | 0.85% |
| San Marino | 2,409.64 | 0.78% |
| South El Monte | 1,594.16 | 0.51% |
| South Pasadena | 2,186.20 | 0.71% |
| Temple City | 2,576.50 | 0.83% |
| LACFCD | - | - |
| **Group Total** | **309,757.33** | **100%** |

# CITY OF MONTEBELLO

March 28, 2018

TO: Honorable Mayor and City Council

FROM: Craig A. Koehler, Finance Administrator

SUBJECT: Monthly Investment Reports-February 2018

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

ref:invest.doc

# CITY OF MONTEBELLO
## Portfolio Management
## Portfolio Summary
## February 28, 2018

| Investments | Par Value | Market Value | Book Value | % of Portfolio | Term | Days to Maturity | YTM 360 Equiv. | YTM 365 Equiv. |
|---|---|---|---|---|---|---|---|---|
| Certificates of Deposit - Bank | 250,000.00 | 250,000.00 | 250,000.00 | 0.86 | 365 | 75 | 0.898 | 0.910 |
| Certificates of Deposit - CU | 758,164.44 | 758,164.44 | 758,164.44 | 2.60 | 366 | 78 | 1.284 | 1.302 |
| Local Agency Investment Funds | 23,472,016.27 | 23,472,016.27 | 23,472,016.27 | 80.53 | 1 | 1 | 1.440 | 1.460 |
| Savings Accounts | 4,667,750.90 | 4,667,750.90 | 4,667,750.90 | 16.01 | 1 | 1 | 1.252 | 1.270 |
| **Investments** | **29,147,931.61** | **29,147,931.61** | **29,147,931.61** | **100.00%** | **14** | **4** | **1.401** | **1.421** |

| Total Earnings | February 28 Month Ending | Fiscal Year To Date |
|---|---|---|
| Current Year | 27,969.07 | 159,989.08 |
| **Average Daily Balance** | **26,362,216.95** | **20,165,912.50** |
| **Effective Rate of Return** | **1.38%** | **1.19%** |

ITEM# 29

**Reporting period 02/01/2018-02/28/2018**

Portfolio GEN

CP

Run Date: 03/08/2018 - 16:17

PM (PRF_PM1) 7.3.0

Report Ver. 7.3.6.1

# CITY OF MONTEBELLO
## Portfolio Management
## Portfolio Details - Investments
## February 28, 2018



| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM 365 | Days to Maturity | Maturity Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Certificates of Deposit - Bank** | | | | | | | | | | | | |
| SYS18 | 18 | EAST WEST BANK | | 05/15/2017 | 250,000.00 | 250,000.00 | 250,000.00 | 0.910 | | 0.910 | 75 | 05/15/2018 |
| | | **Subtotal and Average** | **250,000.00** | | **250,000.00** | **250,000.00** | **250,000.00** | | | **0.910** | **75** | |
| **Certificates of Deposit - CU** | | | | | | | | | | | | |
| SYS17 | 17 | F&A FEDERAL CREDIT UNION | | 04/27/2017 | 259,164.44 | 259,164.44 | 259,164.44 | 1.450 | | 1.450 | 57 | 04/27/2018 |
| SYS19 | SYS19 | UNITED FEDERAL CREDIT UNION | | 07/25/2017 | 250,000.00 | 250,000.00 | 250,000.00 | 1.350 | | 1.350 | 146 | 07/25/2018 |
| SYS16 | 16 | ST. VINCENT'S MEDICAL FCU | | 03/31/2017 | 249,000.00 | 249,000.00 | 249,000.00 | 1.100 | | 1.100 | 32 | 04/02/2018 |
| | | **Subtotal and Average** | **758,164.44** | | **758,164.44** | **758,164.44** | **758,164.44** | | | **1.302** | **78** | |
| **Local Agency Investment Funds** | | | | | | | | | | | | |
| SYS200 | 200 | STATE OF CALIFORNIA | | | 23,472,016.27 | 23,472,016.27 | 23,472,016.27 | 1.460 | | 1.460 | 1 | |
| | | **Subtotal and Average** | **20,686,301.98** | | **23,472,016.27** | **23,472,016.27** | **23,472,016.27** | | | **1.460** | **1** | |
| **Savings Accounts** | | | | | | | | | | | | |
| 697530 | 500 | F&A FEDERAL CREDIT UNION | | | 1,019.42 | 1,019.42 | 1,019.42 | 0.500 | | 0.500 | 1 | |
| 950516181 | 600 | PLAZA BANK | | | 4,666,731.48 | 4,666,731.48 | 4,666,731.48 | 1.270 | | 1.270 | 1 | |
| | | **Subtotal and Average** | **4,667,750.52** | | **4,667,750.90** | **4,667,750.90** | **4,667,750.90** | | | **1.270** | **1** | |
| | | **Total and Average** | **26,362,216.95** | | **29,147,931.61** | **29,147,931.61** | **29,147,931.61** | | | **1.421** | **4** | |

ITEM# 29

# CITY OF MONTEBELLO
## Portfolio Management
### Activity By Type
### February 1, 2018 through February 28, 2018

| CUSIP | Investment # | Issuer | Beginning Balance | Stated Rate | Transaction Date | Purchases or Deposits | Redemptions or Withdrawals | Ending Balance |
|---|---|---|---|---|---|---|---|---|
| **Certificates of Deposit - Bank** | | | | | | | | |
| | | **Subtotal** | **250,000.00** | | | | | **250,000.00** |
| **Certificates of Deposit - CU** | | | | | | | | |
| | | **Subtotal** | **758,164.44** | | | | | **758,164.44** |
| **Local Agency Investment Funds (Monthly Summary)** | | | | | | | | |
| SYS200 | 200 | STATE OF CALIFORNIA | | 1.460 | | 3,000,000.00 | 0.00 | |
| | | **Subtotal** | **20,472,016.27** | | | **3,000,000.00** | **0.00** | **23,472,016.27** |
| **Savings Accounts (Monthly Summary)** | | | | | | | | |
| 697530 | 500 | F&A FEDERAL CREDIT UNION | | 0.500 | | 0.39 | 0.00 | |
| 950516181 | 600 | PLAZA BANK | | 1.270 | | 5,205.25 | 5,205.25 | |
| | | **Subtotal** | **4,667,750.51** | | | **5,205.64** | **5,205.25** | **4,667,750.90** |
| | | **Total** | **26,147,931.22** | | | **3,005,205.64** | **5,205.25** | **29,147,931.61** |

ITEM# 29

# CITY OF MONTEBELLO
## Portfolio Management
### Activity Summary
### February 2017 through February 2018



| Month End | Year | Number of Securities | Total Invested | Yield to Maturity 360 Equivalent | Yield to Maturity 365 Equivalent | Managed Pool Rate | Number of Investments Purchased | Number of Investments Redeemed | Average Term | Average Days to Maturity |
|---|---|---|---|---|---|---|---|---|---|---|
| **February** | **2017** | 7 | 18,769,748.17 | 0.767 | 0.777 | 0.777 | 0 | 0 | 25 | 5 |
| **March** | **2017** | 8 | 18,520,748.60 | 0.817 | 0.828 | 0.821 | 1 | 2 | 21 | 8 |
| **April** | **2017** | 7 | 23,557,049.61 | 0.900 | 0.913 | 0.910 | 1 | 1 | 17 | 10 |
| **May** | **2017** | 8 | 31,721,112.97 | 0.937 | 0.950 | 0.940 | 2 | 1 | 13 | 9 |
| **June** | **2017** | 7 | 31,721,113.39 | 0.993 | 1.007 | 1.010 | 0 | 0 | 13 | 8 |
| **July** | **2017** | 8 | 24,773,276.17 | 1.052 | 1.066 | 1.080 | 1 | 1 | 16 | 13 |
| **August** | **2017** | 7 | 20,773,276.60 | 1.042 | 1.056 | 1.070 | 0 | 0 | 19 | 13 |
| **September** | **2017** | 7 | 18,773,277.02 | 1.075 | 1.090 | 1.120 | 0 | 0 | 21 | 13 |
| **October** | **2017** | 7 | 14,822,784.70 | 1.091 | 1.106 | 1.160 | 0 | 0 | 26 | 14 |
| **November** | **2017** | 7 | 11,622,785.12 | 1.092 | 1.107 | 1.190 | 0 | 0 | 33 | 15 |
| **December** | **2017** | 7 | 19,622,785.55 | 1.256 | 1.274 | 1.280 | 0 | 0 | 20 | 8 |
| **January** | **2018** | 7 | 26,147,931.22 | 1.335 | 1.354 | 1.380 | 0 | 0 | 15 | 5 |
| **February** | **2018** | 7 | 29,147,931.61 | 1.401 | 1.421 | 1.460 | 0 | 0 | 14 | 4 |
| | Average | **7** | **22,305,678.52** | **1.058%** | **1.073%** | **1.092** | **0** | **0** | **19** | **10** |

ITEM# 29

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

| Security Type | February 2017 | March 2017 | April 2017 | May 2017 | June 2017 | July 2017 | August 2017 | September 2017 | October 2017 | November 2017 | December 2017 | January 2018 | February 2018 | Average by Period |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Certificates of Deposit - Bank | 1.4 | 1.4 | 1.1 | 0.8 | 0.8 | 1.0 | 1.2 | 1.3 | 1.7 | 2.2 | 1.3 | 1.0 | 0.9 | 1.2% |
| Certificates of Deposit - CU | 5.4 | 4.1 | 3.2 | 2.4 | 2.4 | 3.1 | 3.7 | 4.0 | 5.1 | 6.5 | 3.9 | 2.9 | 2.6 | 3.8% |
| Local Agency Investment Funds | 93.3 | 94.6 | 95.7 | 82.1 | 82.1 | 77.1 | 72.7 | 69.8 | 61.7 | 51.2 | 71.1 | 78.3 | 80.5 | 77.7% |
| Money Market Funds | | | | | | | | | | | | | | |
| Commercial Paper Disc. -At Cost | | | | | | | | | | | | | | |
| Federal Agency Issues Disc.-At Cost | | | | | | | | | | | | | | |
| Treasury Discounts -At Cost | | | | | | | | | | | | | | |
| Miscellaneous Discounts -At Cost | | | | | | | | | | | | | | |
| Savings Accounts | 0.0 | 0.0 | | 14.7 | 14.7 | 18.8 | 22.5 | 24.9 | 31.5 | 40.2 | 23.8 | 17.9 | 16.0 | 17.3% |

ITEM# 29

# CITY OF MONTEBELLO
## Portfolio Management
### Interest Earnings Summary
### February 28, 2018



| | February 28 Month Ending | Fiscal Year To Date |
|---|---|---|
| **CD/Coupon/Discount Investments:** | | |
| Interest Collected | 724.78 | 7,789.90 |
| Plus Accrued Interest at End of Period | 203.91 | 203.88 |
| Less Accrued Interest at Beginning of Period | ( -3.13) | ( 5.58) |
| Less Accrued Interest at Purchase During Period | ( 0.00) | ( 0.00) |
| Interest Earned during Period | 931.82 | 7,988.20 |
| Adjusted by Capital Gains or Losses | 0.00 | 0.00 |
| Earnings during Periods | 931.82 | 7,988.20 |
| **Pass Through Securities:** | | |
| Interest Collected | 0.00 | 0.00 |
| Plus Accrued Interest at End of Period | 0.00 | 0.00 |
| Less Accrued Interest at Beginning of Period | ( 0.00) | ( 0.00) |
| Less Accrued Interest at Purchase During Period | ( 0.00) | ( 0.00) |
| Interest Earned during Period | 0.00 | 0.00 |
| Adjusted by Premiums and Discounts | 0.00 | 0.00 |
| Adjusted by Capital Gains or Losses | 0.00 | 0.00 |
| Earnings during Periods | 0.00 | 0.00 |
| **Cash/Checking Accounts:** | | |
| Interest Collected | 5,205.64 | 163,489.38 |
| Plus Accrued Interest at End of Period | 44,327.66 | 44,327.66 |
| Less Accrued Interest at Beginning of Period | ( 22,496.05) | ( 55,816.16) |
| Interest Earned during Period | 27,037.25 | 152,000.88 |
| **Total Interest Earned during Period** | **27,969.07** | **159,989.08** |
| **Total Capital Gains or Losses** | **0.00** | **0.00** |
| **Total Earnings during Period** | **27,969.07** | **159,989.08** |

ITEM# 29

## INVESTMENT PORTFOLIO CHANGES

**GENERAL FUND**

| | Dec-17 Monthly | Majority Sources of Revenue | | |
|---|---|---|---|---|
| Beginning Balance: | $11,622,785.12 | | | |
| 12/11/17 | ($1,000,000.00) | LAIF Withdrawal;Warrants | | |
| 12/27/17 | $6,000,000.00 | LAIF Deposit;Property Tax | | |
| 12/28/17 | $3,000,000.00 | LAIF Deposit;Prop A & C Funds | | |
| 12/29/17 | $0.43 | Savings Account Interest | | |
| Ending Balance: | $19,622,785.55 | | **$8,000,000.43** | **Monthly Difference** |

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

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

CITY OF MONTEBELLO
INVESTMENT PORTFOLIO DETAIL-INVESTMENTS
February-18

| GENERAL FUND | | 1/31/18 | 2/27/18 | 2/28/18 | - | - | - | - | BALANCE | | MAX. % |
|---|---|---|---|---|---|---|---|---|---|---|---|
| LOCAL AGENCY INVESTMENT FUNDS | | | | | | | | | | | |
| STATE OF CALIFORNIA | | 20,472,016.27 | 3,000,000.00 | | | | | | 23,472,016.27 | 80.53% | $30M |
| | SUBTOTAL | 20,472,016.27 | 3,000,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 23,472,016.27 | 80.53% | |
| FEDERAL AGENCY ISSUES | | | | | | | | | | | |
| FAI | | 0.00 | | | | | | | 0.00 | 0.00% | |
| FAI | | 0.00 | | | | | | | 0.00 | 0.00% | |
| FAI | | 0.00 | | | | | | | 0.00 | 0.00% | |
| | SUBTOTAL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00% | 50.00% |
| CERTIFICATE OF DEPOSITS (CDs) | | | | | | | | | | | |
| F&A FCU (4/27/17-4/27/18) @ 1.45% | | 259,164.44 | | | | | | | 259,164.44 | 0.89% | |
| CD | | 0.00 | | | | | | | 0.00 | 0.00% | |
| East West Bank (5/15/17-5/15/18) @ 0.91% | | 250,000.00 | | | | | | | 250,000.00 | 0.86% | |
| United Federal Credit Union (7/25/17-7/25/18) @ 1.35% | | 250,000.00 | | | | | | | 250,000.00 | 0.86% | |
| St. Vincent's Medical FCU (3/31/17-4/2/18) @ 1.10% | | 249,000.00 | | | | | | | 249,000.00 | 0.85% | |
| | SUBTOTAL | 1,008,164.44 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 1,008,164.44 | 3.46% | None |
| CREDIT UNION SAVINGS ACCOUNTS | | | | | | | | | | | |
| F&A FCU Savings (opened 4/28/14) | | 1,019.03 | | 0.39 | | | | | 1,019.42 | 0.00% | |
| Savings | | 0.00 | | | | | | | 0.00 | 0.00% | |
| | SUBTOTAL | 1,019.03 | 0.00 | 0.39 | 0.00 | 0.00 | | 0.00 | 1,019.42 | 0.00% | None |
| TREASURY SECURITIES | | | | | | | | | | | |
| T-Bill | | 0.00 | | | | | | | 0.00 | 0.00% | |
| T-Bill | | 0.00 | | | | | | | 0.00 | 0.00% | |
| T-Bill | | 0.00 | | | | | | | 0.00 | 0.00% | |
| | SUBTOTAL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00% | 80.00% |
| MONEY MARKET FUNDS | | | | | | | | | | | |
| Pacific Premier Bank*/Plaza Bank (opened 5/30/17) | | 4,666,731.48 | | | | | | | 4,666,731.48 | 16.01% | |
| MMF | | 0.00 | | | | | | | 0.00 | 0.00% | |
| | SUBTOTAL | 4,666,731.48 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 4,666,731.48 | 16.01% | 25.00% |
| TOTAL GENERAL INVESTMENTS | | 26,147,931.22 | 3,000,000.00 | 0.39 | 0.00 | 0.00 | | 0.00 | 29,147,931.61 | 100.00% | |

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

Total cash balance is reported on the Monthly Cash Report

ITEM# 29

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

www.treasurer.ca.gov/pmia-laif/laif.asp
March 01, 2018

CITY OF MONTEBELLO

CITY CONTROLLER
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640

PMIA Average Monthly Yields

**Account Number:**

Tran Type Definitions

February 2018 Statement

| Effective Date | Transaction Date | Tran Type | Confirm Number | Authorized Caller | Amount |
|---|---|---|---|---|---|
| 2/27/2018 | 2/27/2018 | RD | | | 3,000,000.00 |

**Account Summary**

| | | | |
|---|---|---|---|
| Total Deposit: | 3,000,000.00 | Beginning Balance: | 20,472,016.27 |
| Total Withdrawal: | 0.00 | Ending Balance: | 23,472,016.27 |

ITEM# 29

# SUCCESSOR AGENCIES MTB
## Portfolio Management
## Portfolio Summary
## February 28, 2018

| Investments | Par Value | Market Value | Book Value | % of Portfolio | Term | Days to Maturity | YTM 360 Equiv. | YTM 365 Equiv. |
|---|---|---|---|---|---|---|---|---|
| Local Agency Investment Funds | 3,393,105.56 | 3,393,105.56 | 3,393,105.56 | 100.00 | 1 | 1 | 1.440 | 1.460 |
| **Investments** | **3,393,105.56** | **3,393,105.56** | **3,393,105.56** | **100.00%** | **1** | **1** | **1.440** | **1.460** |

| Total Earnings | February 28 Month Ending | Fiscal Year To Date |
|---|---|---|
| Current Year | 2,911.37 | 30,441.29 |
| **Average Daily Balance** | **2,743,105.56** | **3,957,108.78** |
| **Effective Rate of Return** | **1.38%** | **1.16%** |

ITEM# 29

**Reporting period 02/01/2018-02/28/2018**

Run Date: 03/08/2018 - 16:20

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

# SUCCESSOR AGENCIES MTB
## Portfolio Management
### Portfolio Details - Investments
### February 28, 2018



| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM 365 | Days to Maturity | Maturity Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Local Agency Investment Funds** | | | | | | | | | | | | |
| SYS100 | 100 | STATE OF CALIFORNIA | | | 3,393,105.56 | 3,393,105.56 | 3,393,105.56 | 1.460 | | 1.460 | 1 | |
| | | **Subtotal and Average** | **2,743,105.56** | | **3,393,105.56** | **3,393,105.56** | **3,393,105.56** | | | **1.460** | **1** | |
| | | **Total and Average** | **2,743,105.56** | | **3,393,105.56** | **3,393,105.56** | **3,393,105.56** | | | **1.460** | **1** | |

ITEM# 29

# SUCCESSOR AGENCIES MTB
## Portfolio Management
### Activity By Type
### February 1, 2018 through February 28, 2018

| CUSIP | Investment # | Issuer | Beginning Balance | Stated Rate | Transaction Date | Purchases or Deposits | Redemptions or Withdrawals | Ending Balance |
|---|---|---|---|---|---|---|---|---|
| **Local Agency Investment Funds (Monthly Summary)** | | | | | | | | |
| SYS100 | 100 | STATE OF CALIFORNIA | | 1.460 | | 700,000.00 | 0.00 | |
| | | **Subtotal** | **2,693,105.56** | | | **700,000.00** | **0.00** | **3,393,105.56** |
| | | **Total** | **2,693,105.56** | | | **700,000.00** | **0.00** | **3,393,105.56** |

ITEM# 29

# SUCCESSOR AGENCIES MTB
## Portfolio Management
### Activity Summary
### February 2017 through February 2018

| Month End | Year | Number of Securities | Total Invested | Yield to Maturity 360 Equivalent | Yield to Maturity 365 Equivalent | Managed Pool Rate | Number of Investments Purchased | Number of Investments Redeemed | Average Term | Average Days to Maturity |
|---|---|---|---|---|---|---|---|---|---|---|
| February | 2017 | 1 | 6,844,783.23 | 0.766 | 0.777 | 0.777 | 0 | 0 | 1 | 1 |
| March | 2017 | 1 | 6,844,783.23 | 0.810 | 0.821 | 0.821 | 0 | 0 | 1 | 1 |
| April | 2017 | 1 | 6,857,878.27 | 0.898 | 0.910 | 0.910 | 0 | 0 | 1 | 1 |
| May | 2017 | 1 | 2,857,878.27 | 0.927 | 0.940 | 0.940 | 0 | 0 | 1 | 1 |
| June | 2017 | 1 | 7,357,878.27 | 0.996 | 1.010 | 1.010 | 0 | 0 | 1 | 1 |
| July | 2017 | 1 | 7,368,507.15 | 1.065 | 1.080 | 1.080 | 0 | 0 | 1 | 1 |
| August | 2017 | 1 | 3,168,507.15 | 1.075 | 1.090 | 1.090 | 0 | 0 | 1 | 1 |
| September | 2017 | 1 | 3,168,507.15 | 1.105 | 1.120 | 1.120 | 0 | 0 | 1 | 1 |
| October | 2017 | 1 | 3,183,756.04 | 1.105 | 1.120 | 1.120 | 0 | 0 | 1 | 1 |
| November | 2017 | 1 | 3,183,756.04 | 1.174 | 1.190 | 1.190 | 0 | 0 | 1 | 1 |
| December | 2017 | 1 | 2,683,756.04 | 1.262 | 1.280 | 1.280 | 0 | 0 | 1 | 1 |
| January | 2018 | 1 | 2,693,105.56 | 1.361 | 1.380 | 1.380 | 0 | 0 | 1 | 1 |
| February | 2018 | 1 | 3,393,105.56 | 1.440 | 1.460 | 1.460 | 0 | 0 | 1 | 1 |
| | **Average** | **1** | **4,585,092.46** | **1.076%** | **1.091%** | **1.091** | **0** | **0** | **1** | **1** |

ITEM# 29

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



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

ITEM# 29

# SUCCESSOR AGENCIES MTB
## Portfolio Management
### Interest Earnings Summary
### February 28, 2018

| | February 28 Month Ending | Fiscal Year To Date |
|---|---|---|
| **CD/Coupon/Discount Investments:** | | |
| Interest Collected | 0.00 | 0.00 |
| Plus Accrued Interest at End of Period | 0.00 | 0.00 |
| Less Accrued Interest at Beginning of Period | ( 0.00) | ( 0.00) |
| Less Accrued Interest at Purchase During Period | ( 0.00) | ( 0.00) |
| Interest Earned during Period | 0.00 | 0.00 |
| Adjusted by Capital Gains or Losses | 0.00 | 0.00 |
| Earnings during Periods | 0.00 | 0.00 |
| **Pass Through Securities:** | | |
| Interest Collected | 0.00 | 0.00 |
| Plus Accrued Interest at End of Period | 0.00 | 0.00 |
| Less Accrued Interest at Beginning of Period | ( 0.00) | ( 0.00) |
| Less Accrued Interest at Purchase During Period | ( 0.00) | ( 0.00) |
| Interest Earned during Period | 0.00 | 0.00 |
| Adjusted by Premiums and Discounts | 0.00 | 0.00 |
| Adjusted by Capital Gains or Losses | 0.00 | 0.00 |
| Earnings during Periods | 0.00 | 0.00 |
| **Cash/Checking Accounts:** | | |
| Interest Collected | 0.00 | 35,227.29 |
| Plus Accrued Interest at End of Period | 5,889.29 | 5,889.29 |
| Less Accrued Interest at Beginning of Period | ( 2,977.92) | ( 10,675.29) |
| Interest Earned during Period | 2,911.37 | 30,441.29 |
| **Total Interest Earned during Period** | **2,911.37** | **30,441.29** |
| **Total Capital Gains or Losses** | **0.00** | **0.00** |
| **Total Earnings during Period** | **2,911.37** | **30,441.29** |

ITEM# 29

**INVESTMENT PORTFOLIO CHANGES**

**SUCCESSOR AGENCY AND HOUSING SUCCESSOR AGENCY INVESTMENT BALANCE**

| | Dec-17 Monthly | | | |
|---|---|---|---|---|
| Beginning Balance | $3,183,756.04 | | | |
| 12/13/17 | ($500,000.00) | LAIF Withdrawal;Warrants | | |
| Ending Balance: | $2,683,756.04 | | **($500,000.00)** | **Monthly Difference** |

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

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

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

| | | 1/31/18 | 2/27/18 | - | - | - | - | BALANCE | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Successor Agencies of the City of Montebello** | | | | | | | | | | |
| LOCAL AGENCY INVESTMENT FUNDS | | | | | | | | | | |
| STATE OF CALIFORNIA | | 2,693,105.56 | 700,000.00 | | | | | 3,393,105.56 | 100.00% | $30M |
| | SUBTOTAL | 2,693,105.56 | 700,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,393,105.56 | 100.00% | |
| FEDERAL AGENCY ISSUES | | | | | | | | | | |
| FAI | | 0.00 | | | | | | 0.00 | 0.00% | |
| FAI | | 0.00 | | | | | | 0.00 | 0.00% | |
| FAI | | 0.00 | | | | | | 0.00 | 0.00% | |
| | SUBTOTAL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 50.00% |
| CERTIFICATE OF DEPOSITS (CDs) | | | | | | | | | | |
| CD | | 0.00 | | | | | | 0.00 | 0.00% | |
| CD | | 0.00 | | | | | | 0.00 | 0.00% | |
| CD | | 0.00 | | | | | | 0.00 | 0.00% | |
| | SUBTOTAL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | NONE |
| SAVINGS ACCOUNTS | | | | | | | | | | |
| Savings | | 0.00 | | | | | | 0.00 | 0.00% | |
| Savings | | 0.00 | | | | | | 0.00 | 0.00% | |
| Savings | | 0.00 | | | | | | 0.00 | 0.00% | |
| | SUBTOTAL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | NONE |
| TREASURY SECURITIES | | | | | | | | | | |
| T-Bill | | 0.00 | | | | | | 0.00 | 0.00% | |
| T-Bill | | 0.00 | | | | | | 0.00 | 0.00% | |
| T-Bill | | 0.00 | | | | | | 0.00 | 0.00% | |
| | SUBTOTAL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 80.00% |
| MONEY MARKET FUND | | | | | | | | | | |
| MMF | | 0.00 | | | | | | 0.00 | 0.00% | |
| | SUBTOTAL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 25.00% |
| TOTAL CRA INVESTMENTS | | 2,693,105.56 | 700,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,393,105.56 | 100.00% | |

Total cash balance is reported on the Monthly Cash Report

ITEM# 29

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

www.treasurer.ca.gov/pmia-laif/laif.asp
March 01, 2018

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

PMIA Average Monthly Yields

**Account Number:**

Tran Type Definitions

February 2018 Statement

| Effective Date | Transaction Date | Tran Type | Confirm Number | Authorized Caller | Amount |
|---|---|---|---|---|---|
| 2/27/2018 | 2/27/2018 | RD | | | 700,000.00 |

**Account Summary**

| | | | |
|---|---|---|---|
| Total Deposit: | 700,000.00 | Beginning Balance: | 2,693,105.56 |
| Total Withdrawal: | 0.00 | Ending Balance: | 3,393,105.56 |

ITEM# 29

**CITY OF MONTEBELLO**
**MONTHLY CASH REPORT (ALL ACCOUNTS)**
**BALANCE AS OF FEBRUARY 28, 2018**

**BANK OF THE WEST**

| | Account Number | Account Name | 2/28/18 | Type | Purpose |
|---|---|---|---|---|---|
| 1 | XXXX-XX770 | Housing Successor Agency of the City of Montebello | $1,314,012.50 | S | Checking Account |
| 2 | XXXX-XX093 | Successor Agency of the City of Montebello | $577,890.15 | S | Checking Account |
| 3 | XXXX-71041 | City of Montebello | $328,032.84 | G | Checking Account (Recreation On-line payments) |
| 4 | XXXX-00184 | City of Montebello - FSA | $11,203.51 | T | Checking Account (Flexible Spending Account) |
| 5 | XXXX-XX079 | Liability Account | $46,555.63 | G | Disbursement of Liability Checks |
| 6 | XXXX-XX331 | General | $5,698,545.19 | 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 | $1,169,392.60 | T | Holding Account |
| 9 | XXXX-XX803 | Police Retiree Health Account | $873,446.54 | 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 | $389,712.55 | T | Interest Checking;T&A Holding Acct 1% per MOU |
| | | | $10,520,148.53 | | |

**STATE OF CALIFORNIA**

| | Account Number | Account Name | 2/28/18 | Type | Purpose |
|---|---|---|---|---|---|
| 1 | XX-XX-551 | General | $23,472,016.27 | G | Invest Idle Cash |
| 2 | XX-XX-068 | Successor Agency City of Mtb for Mtb RDA | $3,393,105.56 | S | Invest Idle Cash |
| | | | $26,865,121.83 | | |

**EAST WEST BANK**

| | Account Number | Account Name | 2/28/18 | Type | Purpose |
|---|---|---|---|---|---|
| 1 | CD | Certificate of Deposit (5/15/17 - 5/15/18) | $250,000.00 | G | Investment |
| | | | $250,000.00 | | |

**F&A FEDERAL CREDIT UNION**

| | Account Number | Account Name | 2/28/18 | Type | Purpose |
|---|---|---|---|---|---|
| 1 | XXXX30 | Savings Account | $1,019.42 | G | Interest Savings Account |
| 2 | CD | Certificate of Deposit (4/27/17 - 4/27/18) | $259,164.44 | G | Investment |
| | | | $260,183.86 | | |

**ST. VINCENT'S MEDICAL FEDERAL CREDIT UNION**

| | Account Number | Account Name | 2/28/18 | Type | Purpose |
|---|---|---|---|---|---|
| 1 | CD | Certificate of Deposit (3/31/17 - 4/2/18) | $249,000.00 | G | Investment |
| | | | $249,000.00 | | |

**UNITED FEDERAL CREDIT UNION**

| | Account Number | Account Name | 2/28/18 | Type | Purpose |
|---|---|---|---|---|---|
| 1 | CD | Certificate of Deposit (7/25/17 - 7/25/18) | $250,000.00 | G | Investment |
| | | | $250,000.00 | | |

**PACIFIC PREMIER BANK/PLAZA BANK**

| | Account Number | Account Name | 2/28/18 | Type | Purpose |
|---|---|---|---|---|---|
| 1 | XXXXXX181 | Money Market Fund | $4,666,731.48 | G | Investment |
| | | | $4,666,731.48 | | |

**FIRST MERCANTILE TRUST**

| Account Number | Account Name | 2/28/18 | Type | Purpose |
|---|---|---|---|---|
| XXX-XX-X746 | CORPORATE ACCOUNT | $12.96 | M | 401 a(h) employee benefit |
| XXX-XX-X999 | TRUST ACCOUNT | $13,392.34 | M | 401 a(h) employee benefit |
| | | $13,405.30 | | |

| | | | |
|---|---|---|---|
| Total General Cash/Investments | $35,332,422.29 | G | General |
| Total SA Cash/Investments | $5,285,008.21 | S | Successor Agencies |
| Total T&A Cash/Investments | $2,443,755.20 | T | Trust & Agency |
| Total Trustee Cash | $13,405.30 | M | 401 a(h) Trust Accounts |
| Total Cash/Investments | $43,074,591.00 | | |

ITEM# 29

**CITY OF MONTEBELLO**

**CITY COUNCIL AGENDA STAFF REPORT**

DATE: March 28, 2018

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: Claims Against The City

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

1. Infinity Ins. v. City of Montebello

   Claimant was on Olympic Boulevard, in left turn lane. The City vehicle was at the opposite direction inside the intersection when claimant made a left turn and struck the side of the City vehicle. CHP cited claimant for making an unsafe left turn.

   Amount claimed: $26,896.60

2. C. Zulayan v. City of Montebello

   Claimant stumbled and broke a tooth on the driveway portion of the sidewalk. The homeowner's lawn irrigation caused the sidewalk to sink. York is currently exploring tendering the claim to the adjacent property owner for damaging the sidewalk and causing a dangerous condition (Gov't Code 830).

   Amount claimed: $12,000.00

3. Y. Garcia v. City of Montebello

   Claimant's city tree roots have allegedly blocked sewer line and have backed up into the claimant's home. Further inspection of the sewer pipes determined that the cause of the problem is located in the homeowner's lateral service line, which is the responsibility of the property owner to maintain.

   Amount claim: $700.00

**ITEM# 30**

**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. 1442, consisting of seven pages, and including**

**Warrant No. 577074 through 577327;**

**Warrant No. 1387;**

**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.**

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**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 28th DAY OF MARCH, 2018.**

________________________________________

**VANESSA DELGADO, Mayor**

**ATTEST:**

________________________________________

**IRMA BARAJAS, City Clerk**

CITY OF MONTEBELLO

City of Montebello REGISTER OF DEMANDS NO. 1442

# Payment Register

From Payment Date: 3/8/2018 - To Payment Date: 3/21/2018

| Number | Date | Payee Name | Transaction Amount |
|---|---|---|---|
| 4331 - General Account | | | |
| Check | | | |
| 577074 | 03/08/2018 | ENTERPRISE FM TRUST | $7,619.68 |
| 577075 | 03/08/2018 | ENTERPRISE FM TRUST | $8,808.83 |
| 577076 | 03/08/2018 | ENTERPRISE FM TRUST | $8,047.80 |
| 577077 | 03/08/2018 | ENTERPRISE FM TRUST | $7,569.10 |
| 577078 | 03/12/2018 | DELL MARKETING L.P. | $377.71 |
| 577079 | 03/12/2018 | EASTERN GROUP PUBLICATIONS,INC | $200.00 |
| 577080 | 03/12/2018 | FEDERAL EXPRESS CORPORATION | $45.22 |
| 577081 | 03/12/2018 | FORD OF MONTEBELLO | $470.89 |
| 577082 | 03/12/2018 | GALLS/UNIFORM CENTER | $816.39 |
| 577083 | 03/12/2018 | HERNDON RECOGNITION COMPANY | $2,765.82 |
| 577084 | 03/12/2018 | INTERSTATE BATTERY SYSTEMS | $833.49 |
| 577085 | 03/12/2018 | LM SYSTEMS | $350.00 |
| 577086 | 03/12/2018 | MOBILE FIRE TECH | $3,515.00 |
| 577087 | 03/12/2018 | MONTEBELLO CITY PETTY CASH | $2,464.37 |
| 577088 | 03/12/2018 | MONTEBELLO TIRE PROS | $17,624.97 |
| 577089 | 03/12/2018 | MUNITEMPS | $6,300.00 |
| 577090 | 03/12/2018 | NIVEL PARTS & MFG CO., LLC | $1,248.58 |
| 577091 | 03/12/2018 | PALARDY & MILLER AUTOBODY | $890.15 |
| 577092 | 03/12/2018 | QUALITY JET ROOTER | $1,084.17 |
| 577093 | 03/12/2018 | READY REFRESH BY NESTLE | $137.33 |
| 577094 | 03/12/2018 | SAWYER PETROLEUM | $46,042.03 |
| 577095 | 03/12/2018 | STANDARD INSURANCE COMPANY | $14,735.63 |
| 577096 | 03/12/2018 | SWEINHART ELECTRIC CO., INC. | $337.00 |
| 577097 | 03/12/2018 | VERIZON WIRELESS | $93.23 |
| 577098 | 03/12/2018 | VERIZON WIRELESS | $111.87 |
| 577099 | 03/12/2018 | VERIZON WIRELESS | $57.03 |
| 577100 | 03/12/2018 | VERIZON WIRELESS | $125.43 |
| 577101 | 03/12/2018 | VISION SERVICE PLAN | $4,151.86 |
| 577102 | 03/12/2018 | WECK LABORATORIES, INC. | $538.50 |
| 577103 | 03/12/2018 | WHITTIER FERTILIZER COMPANY | $108.77 |
| 577104 | 03/14/2018 | AFLAC | $9,373.72 |
| 577105 | 03/14/2018 | ALFONSO TIRES & REPAIRS, INC. | $238.00 |
| 577106 | 03/14/2018 | BANKCARD CENTER | $8,395.47 |
| 577107 | 03/14/2018 | CALIFORNIA STATE BOARD EQUALIZATION | $14,220.00 |
| 577108 | 03/14/2018 | CHARTER COMMUNCIATIONS | $391.31 |
| 577109 | 03/14/2018 | CINTAS CORPORATION | $248.94 |
| 577110 | 03/14/2018 | COLUMBIA BUSINESS FORMS, INC. | $72.01 |
| 577111 | 03/14/2018 | COLUMBIA BUSINESS FORMS, INC. | $518.68 |
| 577112 | 03/14/2018 | DISCOVERY BENEFITS | $50.00 |
| 577113 | 03/14/2018 | HOME DEPOT | $1,489.55 |

City of Montebello

# Payment Register

From Payment Date: 3/8/2018 - To Payment Date: 3/21/2018

| Number | Date | Payee Name | Transaction Amount |
|---|---|---|---|
| 577114 | 03/14/2018 | INDUSTRIAL CLEANING SYSTEM, INC. | $669.10 |
| 577115 | 03/14/2018 | PAR WEST TURF SERVICES, INC, | $603.50 |
| 577116 | 03/14/2018 | PRUDENTIAL OVERALL SUPPLY | $92.21 |
| 577117 | 03/14/2018 | ROYCHEM | $433.67 |
| 577118 | 03/14/2018 | SAFETY-KLEEN CORP. | $537.91 |
| 577119 | 03/14/2018 | SAWYER PETROLEUM | $1,561.23 |
| 577120 | 03/14/2018 | VERIZON WIRELESS | $456.31 |
| 577121 | 03/14/2018 | VERIZON WIRELESS | $38.01 |
| 577122 | 03/14/2018 | VERIZON WIRELESS | $3,657.53 |
| 577123 | 03/15/2018 | MOTOROLA SOLUTIONS, INC. | $870,569.35 |
| 577124 | 03/15/2018 | 923 MEDIA GROUP INC. | $700.00 |
| 577125 | 03/15/2018 | APPLE ONE EMPLOYMENT SERVICES | $1,238.55 |
| 577126 | 03/15/2018 | EQUIFAX WORKFORCE SOLUTIONS | $213.54 |
| 577127 | 03/15/2018 | PEOPLE READY INC. | $532.80 |
| 577128 | 03/15/2018 | FORD OF MONTEBELLO | $105.08 |
| 577129 | 03/15/2018 | LINCOLN AQUATICS | $619.89 |
| 577130 | 03/15/2018 | LINCOLN AQUATICS | $195.56 |
| 577131 | 03/15/2018 | LOPEZ, FRANCISCO, A | $135.00 |
| 577132 | 03/15/2018 | MOTO UNITED LA | $380.54 |
| 577133 | 03/15/2018 | NUNEZ, MANUEL | $357.00 |
| 577134 | 03/15/2018 | PARRA, YVETTE | $30.00 |
| 577135 | 03/15/2018 | QUEZADA, CELIA | $30.00 |
| 577136 | 03/15/2018 | REDING, ROSA | $250.00 |
| 577137 | 03/15/2018 | RIVERA, FERNIE | $10.00 |
| 577138 | 03/15/2018 | TOLMASOV, MIKE | $70.00 |
| 577139 | 03/15/2018 | VICENCIO, BRIAN | $105.00 |
| 577140 | 03/15/2018 | ZARAGOZA, DELFINO RANGEL | $80.00 |
| 577141 | 03/15/2018 | H.A. BUILDERS | $6,300.00 |
| 577142 | 03/21/2018 | APPLE ONE EMPLOYMENT SERVICES | $661.93 |
| 577143 | 03/21/2018 | AT&T | $4,788.89 |
| 577144 | 03/21/2018 | AT&T | $3,124.96 |
| 577145 | 03/21/2018 | CALIFORNIA WATER SERVICE COMPANY | $8,060.68 |
| 577146 | 03/21/2018 | CHARTER COMMUNCIATIONS | $19.65 |
| 577147 | 03/21/2018 | CHARTER COMMUNCIATIONS | $36.65 |
| 577148 | 03/21/2018 | CHARTER COMMUNCIATIONS | $21.09 |
| 577149 | 03/21/2018 | EASTERN GROUP PUBLICATIONS,INC | $400.00 |
| 577150 | 03/21/2018 | FAN4LIFEDECALS | $92.44 |
| 577151 | 03/21/2018 | FEDERAL EXPRESS CORPORATION | $136.24 |
| 577152 | 03/21/2018 | IVAN'S AIR CONDITIONING | $2,527.65 |
| 577153 | 03/21/2018 | LOS ANGELES COUNTY SUPERIOR COURT | $17,793.50 |
| 577154 | 03/21/2018 | MISSION LINEN SUPPLY | $558.53 |
| 577155 | 03/21/2018 | MONTEBELLO TIRE PROS | $10,045.85 |

City of Montebello

# Payment Register

From Payment Date: 3/8/2018 - To Payment Date: 3/21/2018

| Number | Date | Payee Name | Transaction Amount |
|---|---|---|---|
| 577156 | 03/21/2018 | MUNITEMPS | $6,460.50 |
| 577157 | 03/21/2018 | NEOPOST USA, INC. | $1,498.42 |
| 577158 | 03/21/2018 | PHILLIPS 66-CONOCO-76 | $3,499.61 |
| 577159 | 03/21/2018 | PICO WATER DISTRICT | $31.50 |
| 577160 | 03/21/2018 | RANCHO JANITORIAL | $265.59 |
| 577161 | 03/21/2018 | RICOH AMERICAS CORP. | $80.26 |
| 577162 | 03/21/2018 | SAWYER PETROLEUM | $24,036.30 |
| 577163 | 03/21/2018 | SOUTH MONTEBELLO IRRIGATION DISTRICT | $5,526.45 |
| 577164 | 03/21/2018 | SOUTHERN CALIFORNIA EDISON | $74,794.69 |
| 577165 | 03/21/2018 | SOUTHERN CALIFORNIA GAS CO. | $17,455.48 |
| 577166 | 03/21/2018 | THOMSON REUTERS - WEST | $308.52 |
| 577167 | 03/21/2018 | TPX COMMUNICATIONS | $617.31 |
| 577168 | 03/21/2018 | UNIQUE GENERAL SERVICES | $1,920.00 |
| 577169 | 03/21/2018 | VERIZON WIRELESS | $319.08 |
| 577170 | 03/21/2018 | VERIZON WIRELESS | $38.01 |
| 577171 | 03/21/2018 | VERIZON WIRELESS | $2,011.07 |
| 577172 | 03/21/2018 | VERIZON WIRELESS | $984.45 |
| 577173 | 03/21/2018 | ADORNO YOSS ALVARADO & SMITH | $3,245.00 |
| 577174 | 03/21/2018 | ADVANCED APPLIED ENGINEERING, INC. | $58,143.92 |
| 577175 | 03/21/2018 | AMAYA, CECILIA | $40.00 |
| 577176 | 03/21/2018 | ANCHONDO, ARTHUR, P | $40.00 |
| 577177 | 03/21/2018 | ANDRADE, ANDREA | $40.00 |
| 577178 | 03/21/2018 | ANDRADE, ERIKA L | $40.00 |
| 577179 | 03/21/2018 | ANGULO, PAT | $20.00 |
| 577180 | 03/21/2018 | ATKINSON, ANDELSON, LOYA, RUUD | $12,326.15 |
| 577181 | 03/21/2018 | AVALOS, ROSA | $40.00 |
| 577182 | 03/21/2018 | AVANT GARDE | $9,618.50 |
| 577183 | 03/21/2018 | BERITICH, ANDREW | $40.00 |
| 577184 | 03/21/2018 | BEVERIDGE, MATTHEW J | $200.00 |
| 577185 | 03/21/2018 | BEVERLY HOSPITAL | $79.50 |
| 577186 | 03/21/2018 | BRIGADE PEST MANAGEMENT | $353.00 |
| 577187 | 03/21/2018 | BURRO CANYON SHOOTING PARK | $30.00 |
| 577188 | 03/21/2018 | BUSWEST, LLC | $5,792.55 |
| 577189 | 03/21/2018 | CAMPOS , MARIA | $250.00 |
| 577190 | 03/21/2018 | CARANZA, CARRIE | $140.00 |
| 577191 | 03/21/2018 | CASTILLO, JACOB | $40.00 |
| 577192 | 03/21/2018 | CASTRO, LAURA | $40.00 |
| 577193 | 03/21/2018 | CLEAN SWEEP SUPPLY CO. INC | $1,594.50 |
| 577194 | 03/21/2018 | COGRAN SYSTEMS LLC | $500.00 |
| 577195 | 03/21/2018 | COLBY'S TOTAL LAWN CARE | $275.00 |
| 577196 | 03/21/2018 | COMMERCIAL DOOR OF LOS ANGELES COUNTY, INC | $3,985.00 |
| 577197 | 03/21/2018 | CUMMINS PACIFIC, LLC | $1,966.52 |

City of Montebello

# Payment Register

From Payment Date: 3/8/2018 - To Payment Date: 3/21/2018

| Number | Date | Payee Name | Transaction Amount |
|---|---|---|---|
| 577198* | 03/21/2018 | DATA GEAR, INC. | $1,894.06 |
| 577199 | 03/21/2018 | DE LA TORRE, RAPHAEL | $40.00 |
| 577200 | 03/21/2018 | DIAZ WINDOW CLEANING SERVICE | $340.00 |
| 577201 | 03/21/2018 | DUNAMIS POWER MINISTIES | $140.00 |
| 577202 | 03/21/2018 | EMERGENCY RESPONSE CRIME SCENE CLEANING | $650.00 |
| 577203 | 03/21/2018 | EWING IRRIGATION PRODUCTS | $546.07 |
| 577204 | 03/21/2018 | EXCEL PAVING COMPANY | $119,543.10 |
| 577205* | 03/21/2018 | EXPO IT, LLC. | $66,652.38 |
| 577206 | 03/21/2018 | FAZEKAS & ASSOCIATES, INC., SCOTT | $3,761.99 |
| 577207 | 03/21/2018 | FINISH LINE CHARTER | $595.00 |
| 577208 | 03/21/2018 | FLEET PRIDE, INC. | $6,466.98 |
| 577209 | 03/21/2018 | FLO-SERVICES, INC. | $8,868.35 |
| 577210 | 03/21/2018 | FORENSIC NURSE SPECIALISTS, INC. | $200.00 |
| 577211 | 03/21/2018 | GARCIA , JOSE | $250.00 |
| 577212 | 03/21/2018 | GARCIA, MAYRA | $250.00 |
| 577213 | 03/21/2018 | GEO CORRECTIONS & DETENTION, INC. | $36,705.17 |
| 577214 | 03/21/2018 | GILLIG LLC | $4,705.48 |
| 577215 | 03/21/2018 | GLASMAN, NATALIE | $40.00 |
| 577216* | 03/21/2018 | GLASS DOCTOR OF MONTEBELLO | $308.97 |
| 577217 | 03/21/2018 | GLOBAL CTI GROUP,INC. | $417.48 |
| 577218 | 03/21/2018 | GOMEZ, BEATRICE | $40.00 |
| 577219 | 03/21/2018 | GUZMAN, ANDREW | $40.00 |
| 577220 | 03/21/2018 | HERNANDEZ, JUAN, M | $80.00 |
| 577221 | 03/21/2018 | HERNANDEZ, NADINE | $40.00 |
| 577222 | 03/21/2018 | HOSE-MAN, INC. | $46.58 |
| 577223 | 03/21/2018 | HUERTA, MONICA | $40.00 |
| 577224 | 03/21/2018 | IVA SOLUTIONS, INC. | $2,450.00 |
| 577225 | 03/21/2018 | JACOBSEN WEST | $486.45 |
| 577226 | 03/21/2018 | JAIMEZ, CRYSTAL | $40.00 |
| 577227 | 03/21/2018 | JOHNSTONE SUPPLY | $649.01 |
| 577228 | 03/21/2018 | KESHISHYAN, JENNY CHAN | $40.00 |
| 577229 | 03/21/2018 | LIFTECH ELEVATOR SERVICES, INC | $595.00 |
| 577230 | 03/21/2018 | LINCOLN TRAINING CENTER | $22,876.97 |
| 577231 | 03/21/2018 | LOZA-GOMEZ, ANGELICA | $2,400.00 |
| 577232 | 03/21/2018 | MARIA, LUZ | $40.00 |
| 577233 | 03/21/2018 | MARTINEZ, ILENE | $40.00 |
| 577234 | 03/21/2018 | MCMASTER-CARR SUPPLY COMPANY | $2,864.08 |
| 577235 | 03/21/2018 | MELENDEZ, JOSE | $40.00 |
| 577236 | 03/21/2018 | MOBILE FIRE TECH | $570.00 |
| 577237 | 03/21/2018 | MONTEBELLO TRANSIT | $897.78 |
| 577238 | 03/21/2018 | MORENO , VIRGINIA | $250.00 |
| 577239 | 03/21/2018 | MR. ROOTER PLUMBING | $760.00 |

City of Montebello

# Payment Register

From Payment Date: 3/8/2018 - To Payment Date: 3/21/2018

| Number | Date | Payee Name | Transaction Amount |
|---|---|---|---|
| 577240 | 03/21/2018 | NATIONWIDE ENVIRONMENTAL SERVICES | $46,554.37 |
| 577241 | 03/21/2018 | NEW FLYER PARTS | $2,093.56 |
| 577242 | 03/21/2018 | OFFICE DEPOT | $386.78 |
| 577243 | 03/21/2018 | ORKIN EXTERMINATING | $153.24 |
| 577244 | 03/21/2018 | ORTIZ, JESSICA | $40.00 |
| 577245 | 03/21/2018 | PADILLA, BRIANNON | $40.00 |
| 577246 | 03/21/2018 | PALARDY & MILLER AUTOBODY | $70.47 |
| 577247 | 03/21/2018 | PARKING COMPANY OF AMERICA, LLC | $33,462.00 |
| 577248 | 03/21/2018 | PC INDUSTRIAL PRODUCTS LLC | $360.65 |
| 577249 | 03/21/2018 | PEREZ, WENDY | $40.00 |
| 577250 | 03/21/2018 | PORTILLO, ROBERT | $80.00 |
| 577251 | 03/21/2018 | QUALITY JET ROOTER | $364.50 |
| 577252 | 03/21/2018 | RICOH AMERICAS CORP. | $168.52 |
| 577253 | 03/21/2018 | ROBLES, ESTHER | $40.00 |
| 577254 | 03/21/2018 | SAFETY-KLEEN CORP. | $125.00 |
| 577255 | 03/21/2018 | SAUCEDO, NICOLE I | $40.00 |
| 577256 | 03/21/2018 | SAVEDRA, MICHAEL | $40.00 |
| 577257 | 03/21/2018 | SECURITY SIGNAL DEVICES INC. | $248.64 |
| 577258 | 03/21/2018 | SHEPPARD MULLIN RICHTER & HAMPTON LLP | $25,227.25 |
| 577259 | 03/21/2018 | SHI INTERNATIONAL CORP. | $1,469.02 |
| 577260 | 03/21/2018 | SHRED-IT USA LLC. | $616.00 |
| 577261 | 03/21/2018 | SIEMENS INDUSTRY INC. | $19,423.92 |
| 577262 | 03/21/2018 | SOLANO, MARTIN | $40.00 |
| 577263 | 03/21/2018 | SOSNOWSKI, DAVID | $40.00 |
| 577264 | 03/21/2018 | STOTZ EQUIPMENT | $86.00 |
| 577265 | 03/21/2018 | SUPERIOR PAVEMENT MARKINGS, INC. | $4,884.00 |
| 577266* | 03/21/2018 | TEAM ONE REPAIR, INC. | $1,324.85 |
| 577267 | 03/21/2018 | TORO NSN | $229.00 |
| 577268 | 03/21/2018 | TORRES, JANELLE | $40.00 |
| 577269 | 03/21/2018 | TRACKIT LLC | $3,000.00 |
| 577270 | 03/21/2018 | TRANSTECH ENGINEERS, INC. | $7,520.00 |
| 577271 | 03/21/2018 | UNIQUE GENERAL SERVICES | $6,420.00 |
| 577272 | 03/21/2018 | US SECURITY ASSOCIATES, INC. | $4,952.16 |
| 577273 | 03/21/2018 | VALENZUELA, MATTHEW , A | $40.00 |
| 577274 | 03/21/2018 | VARGAS, CLAUDIA S | $40.00 |
| 577275 | 03/21/2018 | VARGAS, DELFINA | $40.00 |
| 577276 | 03/21/2018 | VASQUEZ, MARIA TERESA | $40.00 |
| 577277 | 03/21/2018 | VASQUEZ & COMPANY LLP | $12,000.00 |
| 577278 | 03/21/2018 | VEGA, MATTHEW | $40.00 |
| 577279 | 03/21/2018 | VORTEX INDUSTRIES | $437.12 |
| 577280 | 03/21/2018 | WEST COAST ARBORISTS, INC. | $13,158.00 |
| 577281 | 03/21/2018 | WESTERN ALLIED CORPORATION | $6,152.00 |

City of Montebello

# Payment Register

From Payment Date: 3/8/2018 - To Payment Date: 3/21/2018

| Number | Date | Payee Name | Transaction Amount |
|---|---|---|---|
| 577282 | 03/21/2018 | YORK RISK SERVICES GROUP, INC. | $25,649.25 |
| 577283 | 03/21/2018 | YOUNGBLOOD & ASSOCIATES | $200.00 |
| 577284 | 03/21/2018 | ZARAGOZA, DELFINO RANGEL | $40.00 |
| 577285 | 03/21/2018 | ZARAGOZA, STEVE | $40.00 |
| 577286 | 03/21/2018 | ZUMAR INDUSTRIES,INC. | $1,215.38 |
| 577287 | 03/21/2018 | ALL CITY MANAGEMENT SERVICES | $2,137.20 |
| 577288 | 03/21/2018 | ALTEC CAPITAL SERVICES, LLC | $2,311.79 |
| 577289 | 03/21/2018 | ASTRO PLUMBING SUPPLY CO. | $18.78 |
| 577290 | 03/21/2018 | AVANT GARDE | $1,925.00 |
| 577291* | 03/21/2018 | BACH, ROBERT | $1,885.00 |
| 577292 | 03/21/2018 | BAEZA , CIRO | $174.07 |
| 577293 | 03/21/2018 | BENNY'S OIL FILTER RECYCLING | $70.00 |
| 577294 | 03/21/2018 | CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT | $295.00 |
| 577295 | 03/21/2018 | CALIFORNIA DEPARTMENT OF JUSTICE | $32.00 |
| 577296 | 03/21/2018 | CLEAN SWEEP SUPPLY CO. INC | $114.98 |
| 577297 | 03/21/2018 | CUMMINS PACIFIC, LLC | $2,603.17 |
| 577298 | 03/21/2018 | DARKTRACE LIMITED | $1,500.00 |
| 577299 | 03/21/2018 | ECONOMY RENTALS, INC. | $911.54 |
| 577300 | 03/21/2018 | ELLSWORTH TRUCK & AUTO MACHINING | $1,437.31 |
| 577301 | 03/21/2018 | ESAFETY SUPPLIES, INC. | $497.82 |
| 577302 | 03/21/2018 | H.A. BUILDERS | $200.00 |
| 577303 | 03/21/2018 | H.A. BUILDERS | $250.00 |
| 577304 | 03/21/2018 | HINDERLITER, DE LLAMAS & ASSOCIAT | $2,829.22 |
| 577305 | 03/21/2018 | INLAND KENWORTH, INC. | $350.00 |
| 577306 | 03/21/2018 | IVA SOLUTIONS, INC. | $21.00 |
| 577307 | 03/21/2018 | JACK-X-CHANGE | $305.47 |
| 577308 | 03/21/2018 | JACOBSEN WEST | $16.18 |
| 577309 | 03/21/2018 | LAW OFFICES OF DAVID J. WEISS | $1,512.70 |
| 577310 | 03/21/2018 | LIEBERT CASSIDY WHITMORE | $26,860.45 |
| 577311 | 03/21/2018 | LIFE-ASSIST, INC. | $3,627.35 |
| 577312* | 03/21/2018 | LOU'S GOLF CARTS INC. | $18,427.04 |
| 577313 | 03/21/2018 | MCA CONSULTANTS | $5,272.50 |
| 577314 | 03/21/2018 | MUNCIE TRANSIT SUPPLY | $1,047.81 |
| 577315 | 03/21/2018 | NAVARRO'S TOWING SERVICE | $705.00 |
| 577316 | 03/21/2018 | OFFICE DEPOT | $167.45 |
| 577317 | 03/21/2018 | PRUDENTIAL OVERALL SUPPLY | $95.56 |
| 577318 | 03/21/2018 | RANCHO JANITORIAL | $177.06 |
| 577319 | 03/21/2018 | RELIANT URGENT CARE | $5,876.00 |
| 577320 | 03/21/2018 | SHRED-IT USA LLC. | $120.05 |
| 577321 | 03/21/2018 | SYMPRO, INC. | $3,000.00 |
| 577322 | 03/21/2018 | TANK SPECIALIST OF CALIFORNIA | $379.50 |
| 577323 | 03/21/2018 | UNIQUE GENERAL SERVICES | $1,920.00 |

City of Montebello

# Payment Register

From Payment Date: 3/8/2018 - To Payment Date: 3/21/2018

| Number | Date | Payee Name | Transaction Amount |
|---|---|---|---|
| 577324 | 03/21/2018 | VORTEX INDUSTRIES | $1,418.60 |
| 577325 | 03/21/2018 | WAYNE ELECTRIC COMPANY | $3,453.09 |
| 577326 | 03/21/2018 | WESTERN ALLIED CORPORATION | $586.00 |
| 577327 | 03/21/2018 | WESTRUX INTERNATIONAL INC. | $228.77 |
| Type Check Totals: | | | $1,950,488.29 |
| 4331 - General Account Totals | | | |
| | | | |
| 6093 - Successor Agency | | | |
| Check | | | |
| 1387 | 03/21/2018 | SCS FIELD SERVICES | $2,050.00 |
| Type Check Totals: | | | $2,050.00 |
| 6093 - Successor Agency Totals | | | |

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

# CHECK REGISTER DETAIL SUMMARY

4331 - General Account

| CHECK # | DATE | AMOUNT | ACCOUNT DESCRIPTION | VENDOR # | VENDOR NAME |
|---|---|---|---|---|---|
| 577074 | 03/08/2018 | $7,619.68 | VEHICLE PURCHASES | 73470 | ENTERPRISE FM EXCHANGE |
| 577075 | 03/08/2018 | $8,808.83 | VEHICLE PURCHASES | 73470 | ENTERPRISE FM EXCHANGE |
| 577076 | 03/08/2018 | $8,047.80 | VEHICLE PURCHASES | 73470 | ENTERPRISE FM EXCHANGE |
| 577077 | 03/08/2018 | $7,569.10 | VEHICLE PURCHASES | 73470 | ENTERPRISE FM TRUST |
| 577078 | 03/12/2018 | $377.71 | SUPPLIES | 13360 | DELL MARKETING L.P. |
| 577079 | 03/12/2018 | $200.00 | ADVERTISING/PRINTING SERVICES | 36250 | EASTERN GROUP PUBLICATIONS,INC |
| 577080 | 03/12/2018 | $45.22 | MAIL/ POSTAL EXPENSE | 22400 | FEDERAL EXPRESS CORPORATION |
| 577081 | 03/12/2018 | $470.89 | VEHICLE MAINTENANCE/EXPENSES | 29160 | FORD OF MONTEBELLO |
| 577082 | 03/12/2018 | $816.39 | UNIFORM EXPENSE | 55650 | GALLS, LLC |
| 577083 | 03/12/2018 | $2,765.82 | SUPPLIES | 48620 | THE ROBBINS COMPANY |
| 577084 | 03/12/2018 | $833.49 | VEHICLE MAINTENANCE/EXPENSES | 27480 | R & M HANSEN ENT. INC. |
| 577085 | 03/12/2018 | $350.00 | CONTRACT SERVICES | 47110 | LM SYSTEMS |
| 577086 | 03/12/2018 | $3,515.00 | VEHICLE MAINTENANCE/EXPENSES | 35240 | ERL BERNARD |
| 577087 | 03/12/2018 | $2,464.37 | REIMBURSEMENTS | 790 | CITY OF MONTEBELLO PETTY CASH |
| 577088 | 03/12/2018 | $17,624.97 | VEHICLE MAINTENANCE/EXPENSES | 54300 | SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS |
| 577089 | 03/12/2018 | $6,300.00 | CONTRACT SERVICES | 1658 | GOVERNMENT STAFFING SERVICES, INC./MUNITEMPS |
| 577090 | 03/12/2018 | $1,248.58 | VEHICLE MAINTENANCE/EXPENSES | 70710 | NIVEL PARTS & MFG CO., LLC |
| 577091 | 03/12/2018 | $890.15 | SUPPLIES | 26500 | PALARDY & MILLER AUTOBODY |
| 577092 | 03/12/2018 | $1,084.17 | CONTRACT SERVICES | 6070 | QUALITY JET ROOTER |
| 577093 | 03/12/2018 | $137.33 | SUPPLIES | 1120 | NESTLE WATERS NORTH AMERICA |
| 577094 | 03/12/2018 | $46,042.03 | FUEL INVENTORY | 1059 | AMBER RESOURCES LLC/SAWYER PETROLEUM |
| 577095 | 03/12/2018 | $14,735.63 | OTHER GROUP INSURANCE PAYABLE | 25850 | STANDARD INSURANCE COMPANY |
| 577096 | 03/12/2018 | $337.00 | CONTRACT SERVICES | 33250 | DG ENGERY SERVICES, INC. |
| 577097 | 03/12/2018 | $93.23 | UTILITY SERVICES | 23610 | VERIZON WIRELESS |
| 577098 | 03/12/2018 | $111.87 | UTILITY SERVICES | 23610 | VERIZON WIRELESS |
| 577099 | 03/12/2018 | $57.03 | UTILITY SERVICES | 23610 | VERIZON WIRELESS |

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|---|---|---|---|---|---|
| 577100 | 03/12/2018 | $125.43 | UTILITY SERVICES | 23610 | VERIZON WIRELESS |
| 577101 | 03/12/2018 | $4,151.86 | FRINGE BENEFITS | 58990 | VISION SERVICE PLAN |
| 577102 | 03/12/2018 | $538.50 | CONTRACT SERVICES | 183 | WECK LABORATORIES ENVIRONMENTAL SERVICES, INC. |
| 577103 | 03/12/2018 | $108.77 | SUPPLIES | 33390 | WHITTIER FERTILIZER COMPANY |
| 577104 | 03/14/2018 | $9,373.72 | INSURANCE | 55860 | AFLAC |
| 577105 | 03/14/2018 | $238.00 | VEHICLE MAINTENANCE/EXPENSES | 72040 | ALFONSO TIRES & REPAIRS, INC. |
| 577106 | 03/14/2018 | $8,395.47 | CREDIT CARD CHARGES | 13240 | BANKCARD CENTER |
| 577107 | 03/14/2018 | $14,220.00 | ACCRUED LIABILITIES | 49090 | CALIFORNIA STATE BOARD EQUALIZATION |
| 577108 | 03/14/2018 | $391.31 | UTILITY SERVICES | 55830 | CHARTER COMMUNICATIONS |
| 577109 | 03/14/2018 | $248.94 | CONTRACT SERVICES | 36870 | CINTAS CORPORATION |
| 577110 | 03/14/2018 | $72.01 | SUPPLIES | 21690 | COLUMBIA BUSINESS FORMS, INC. |
| 577111 | 03/14/2018 | $518.68 | SUPPLIES | 21690 | COLUMBIA BUSINESS FORMS, INC. |
| 577112 | 03/14/2018 | $50.00 | FSA | 1569 | DISCOVERY BENEFITS |
| 577113 | 03/14/2018 | $1,489.55 | SUPPLIES | 48400 | HOME DEPOT CREDIT SERVICES |
| 577114 | 03/14/2018 | $669.10 | CONTRACT SERVICES | 1079 | INDUSTRIAL CLEANING SYSTEM, INC. |
| 577115 | 03/14/2018 | $603.50 | SUPPLIES | 13010 | PAR WEST TURF SERVICES, INC, |
| 577116 | 03/14/2018 | $92.21 | CONTRACT SERVICES | 56260 | PRUDENTIAL OVERALL SUPPLY |
| 577117 | 03/14/2018 | $433.67 | SUPPLIES | 2070 | ROY CHIEN/ROY CHEM |
| 577118 | 03/14/2018 | $537.91 | CONTRACT SERVICES | 42210 | SAFETY-KLEEN CORP. |
| 577119 | 03/14/2018 | $1,561.23 | FUEL | 1059 | AMBER RESOURCES LLC/SAWYER PETROLEUM |
| 577120 | 03/14/2018 | $456.31 | VEHICLE MAINTENANCE/EXPENSES | 23610 | VERIZON WIRELESS |
| 577121 | 03/14/2018 | $38.01 | UTILITY SERVICES | 23610 | VERIZON WIRELESS |
| 577122 | 03/14/2018 | $3,657.53 | UTILITY SERVICES | 23610 | VERIZON WIRELESS |
| 577123 | 03/15/2018 | $870,569.35 | MACHINERY & EQUIPMENTS | 23460 | MOTOROLA SOLUTIONS, INC. |
| 577124 | 03/15/2018 | $700.00 | ADVERTISING/PRINTING SERVICES | 1293 | 923 MEDIA GROUP INC. |
| 577125 | 03/15/2018 | $1,238.55 | CONTRACT SERVICES | 26390 | APPLE ONE EMPLOYMENT SERVICES |
| 577126 | 03/15/2018 | $213.54 | CONTRACT SERVICES | 1586 | TALX CORPORATION |
| 577127 | 03/15/2018 | $532.80 | CONTRACT SERVICES | 1522 | PEOPLE READY INC. |
| 577128 | 03/15/2018 | $105.08 | VEHICLE MAINTENANCE/EXPENSES | 29160 | FORD OF MONTEBELLO |
| 577129 | 03/15/2018 | $619.89 | SUPPLIES | 14950 | LINCOLN EQUIPMENT, INC. |
| 577130 | 03/15/2018 | $195.56 | SUPPLIES | 14950 | LINCOLN EQUIPMENT, INC. |
| 577131 | 03/15/2018 | $135.00 | RECREATION CLASSES | 529 | FRANCISCO A. LOPEZ |

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|---|---|---|---|---|---|
| 577132 | 03/15/2018 | $380.54 | VEHICLE MAINTENANCE/EXPENSES | 1494 | HALCYON POWERSPORTS INC. |
| 577133 | 03/15/2018 | $357.00 | RECREATION CLASSES | 41180 | MANUEL NUNEZ |
| 577134 | 03/15/2018 | $30.00 | REFUND | 1506 | YVETTE PARRA |
| 577135 | 03/15/2018 | $30.00 | CARPOOL INCENTIVE | 4390 | CELIA QUEZADA |
| 577136 | 03/15/2018 | $250.00 | REFUND | 1519 | ROSA REDING |
| 577137 | 03/15/2018 | $10.00 | TRAVEL & MEETINGS | 259 | FERNIE RIVERA |
| 577138 | 03/15/2018 | $70.00 | REFUND | 1045 | MIKE TOLMASOV |
| 577139 | 03/15/2018 | $105.00 | REFUND | 1792 | BRIAN VICENCIO |
| 577140 | 03/15/2018 | $80.00 | CARPOOL INCENTIVE | 75930 | DELFINO RANGEL ZARAGOZA |
| 577141 | 03/15/2018 | $6,300.00 | CONTRACT SERVICES | 56190 | HELIODORO ALTAMIRANO/H.A. BUILDERS |
| 577142 | 03/21/2018 | $661.93 | CONTRACT SERVICES | 26390 | APPLE ONE EMPLOYMENT SERVICES |
| 577143 | 03/21/2018 | $4,788.89 | UTILITY SERVICES | 39550 | AT&T |
| 577144 | 03/21/2018 | $3,124.96 | UTILITY SERVICES | 39550 | AT&T |
| 577145 | 03/21/2018 | $8,060.68 | UTILITY SERVICES | 47580 | CALIFORNIA WATER SERVICE COMPANY |
| 577146 | 03/21/2018 | $19.65 | UTILITY SERVICES | 55830 | CHARTER COMMUNICATIONS |
| 577147 | 03/21/2018 | $36.65 | UTILITY SERVICES | 55830 | CHARTER COMMUNICATIONS |
| 577148 | 03/21/2018 | $21.09 | UTILITY SERVICES | 55830 | CHARTER COMMUNICATIONS |
| 577149 | 03/21/2018 | $400.00 | ADVERTISING/PRINTING SERVICES | 36250 | EASTERN GROUP PUBLICATIONS,INC |
| 577150 | 03/21/2018 | $92.44 | SUPPLIES | 1528 | EDWARD DOSAMANTES |
| 577151 | 03/21/2018 | $136.24 | MAIL/ POSTAL EXPENSE | 22400 | FEDERAL EXPRESS CORPORATION |
| 577152 | 03/21/2018 | $2,527.65 | CONTRACT SERVICES | 1054 | IVAN STEPANYAN |
| 577153 | 03/21/2018 | $17,793.50 | POLICE RELATED FEES | 692 | LOS ANGELES COUNTY SUPERIOR COURT |
| 577154 | 03/21/2018 | $558.53 | CONTRACT SERVICES | 74640 | MISSION LINEN SUPPLY |
| 577155 | 03/21/2018 | $10,045.85 | VEHICLE MAINTENANCE/EXPENSES | 54300 | SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS |
| 577156 | 03/21/2018 | $6,460.50 | CONTRACT SERVICES | 1658 | GOVERNMENT STAFFING SERVICES, INC./MUNITEMPS |
| 577157 | 03/21/2018 | $1,498.42 | CONTRACT SERVICES | 503 | NEOPOST USA INC. |
| 577158 | 03/21/2018 | $3,499.61 | FUEL | 19700 | SYNCHRONY BANK/PHILLIPS CONONCO |
| 577159 | 03/21/2018 | $31.50 | UTILITY SERVICES | 100 | PICO WATER DISTRICT |
| 577160 | 03/21/2018 | $265.59 | SUPPLIES | 1925 | CENTRAL SANITARY SUPPLY |
| 577161 | 03/21/2018 | $80.26 | COPIER REPAIR/SERVICES | 69730 | DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH |
| 577162 | 03/21/2018 | $24,036.30 | FUEL INVENTORY | 1059 | AMBER RESOURCES LLC/SAWYER PETROLEUM |
| 577163 | 03/21/2018 | $5,526.45 | UTILITY SERVICES | 51430 | SOUTH MONTEBELLO IRRIGATION DISTRICT |

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|---|---|---|---|---|---|
| 577164 | 03/21/2018 | $74,794.69 | UTILITY SERVICES | 45630 | SOUTHERN CALIFORNIA EDISON |
| 577165 | 03/21/2018 | $17,455.48 | UTILITY SERVICES | 40520 | SOUTHERN CALIFORNIA GAS CO. |
| 577166 | 03/21/2018 | $308.52 | DUES & SUBSCRIPTIONS | 41430 | THOMSON REUTERS - WEST |
| 577167 | 03/21/2018 | $617.31 | UTILITY SERVICES | 72570 | U.S. TELEPACIFIC CORP |
| 577168 | 03/21/2018 | $1,920.00 | CONTRACT SERVICES | 74850 | UNIQUE GENERAL SERVICES |
| 577169 | 03/21/2018 | $319.08 | UTILITY SERVICES | 23610 | VERIZON WIRELESS |
| 577170 | 03/21/2018 | $38.01 | UTILITY SERVICES | 23610 | VERIZON WIRELESS |
| 577171 | 03/21/2018 | $2,011.07 | UTILITY SERVICES | 23610 | VERIZON WIRELESS |
| 577172 | 03/21/2018 | $984.45 | UTILITY SERVICES | 23610 | VERIZON WIRELESS |
| 577173 | 03/21/2018 | $3,245.00 | CONTRACT SERVICES | 17680 | ALVARADOSMITH |
| 577174 | 03/21/2018 | $58,143.92 | CONTRACT SERVICES | 37720 | ADVANCED APPLIED ENGINEERING, INC. |
| 577175 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 1974 | CECILIA AMAYA |
| 577176 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 567 | ARTHUR P ANCHONDO |
| 577177 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 289 | ANDREA ANDRADE |
| 577178 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 61470 | ERIKA L. ANDRADE |
| 577179 | 03/21/2018 | $20.00 | CARPOOL INCENTIVE | 32840 | PAT ANGULO |
| 577180 | 03/21/2018 | $12,326.15 | CONTRACT SERVICES | 16710 | ATKINSON, ANDELSON, LOYA, RUUD & ROMO |
| 577181 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 291 | ROSA AVALOS |
| 577182 | 03/21/2018 | $9,618.50 | CONTRACT SERVICES | 38010 | ADVANCED AVANT-GARDE CORPORATION |
| 577183 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 60290 | ANDREW BERITICH |
| 577184 | 03/21/2018 | $200.00 | REIMBURSEMENT | 319 | MATTHEW J. BEVERIDGE |
| 577185 | 03/21/2018 | $79.50 | CONTRACT SERVICES | 27170 | BEVERLY HOSPITAL |
| 577186 | 03/21/2018 | $353.00 | CONTRACT SERVICES | 1170 | BRIGADE PEST MANAGEMENT |
| 577187 | 03/21/2018 | $30.00 | TRAINING | 21620 | BURRO CANYON ENTERPRISES, INC. |
| 577188 | 03/21/2018 | $5,792.55 | VEHICLE MAINTENANCE/EXPENSES | 968 | BUSWEST, LLC |
| 577189 | 03/21/2018 | $250.00 | REFUND | 1998 | MARIA CAMPOS |
| 577190 | 03/21/2018 | $140.00 | REFUND | 1995 | CARRIE CARANZA |
| 577191 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 3780 | JACOB CASTILLO |
| 577192 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 68640 | LAURA CASTRO |
| 577193 | 03/21/2018 | $1,594.50 | SUPPLIES | 10000 | CLEAN SWEEP SUPPLY CO. INC |
| 577194 | 03/21/2018 | $500.00 | CONTRACT SERVICES | 72 | COGRAN SYSTEMS LLC |
| 577195 | 03/21/2018 | $275.00 | CONTRACT SERVICES | 34230 | PHIL CULBERTSON |

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| 577196 | 03/21/2018 | $3,985.00 | CONTRACT SERVICES | 26720 | COMMERCIAL DOOR OF LOS ANGELES COUNTY, INC |
| 577197 | 03/21/2018 | $1,966.52 | VEHICLE MAINTENANCE/EXPENSES | 950 | CUMMINS PACIFIC, LLC |
| 577198* | 03/21/2018 | $1,894.06 | CONTRACT SERVICES | 1929 | DATA GEAR, INC. |
| 577199 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 29020 | RAPHAEL DE LA TORRE |
| 577200 | 03/21/2018 | $340.00 | CONTRACT SERVICES | 19300 | CARLOS DIAZ |
| 577201 | 03/21/2018 | $140.00 | REFUND | 1930 | DUNAMIS POWER MINISTIES |
| 577202 | 03/21/2018 | $650.00 | CONTRACT SERVICES | 41130 | MIHM INC. |
| 577203 | 03/21/2018 | $546.07 | SUPPLIES | 7610 | EWING IRRIGATION PRODUCTS,INC. |
| 577204 | 03/21/2018 | $119,543.10 | IMPROVEMENTS OTHER THAN BUILDING | 327 | PALP, INC. |
| 577205* | 03/21/2018 | $66,652.38 | VEHICLE PURCHASES | 1914 | EXPO IT, LLC. |
| 577206 | 03/21/2018 | $3,761.99 | CONTRACTORS | 1760 | SCOTT FAZEKAS & ASSOCIATES, INC. |
| 577207 | 03/21/2018 | $595.00 | CONTRACT SERVICES | 75230 | FINISH LINE CHARTER |
| 577208 | 03/21/2018 | $6,466.98 | VEHICLE MAINTENANCE/EXPENSES | 38020 | FLEET PRIDE, INC. |
| 577209 | 03/21/2018 | $8,868.35 | CONTRACT SERVICES | 371 | FLO-SERVICES, INC. |
| 577210 | 03/21/2018 | $200.00 | CONTRACT SERVICES | 29690 | FORENSIC NURSE SPECIALISTS, INC. |
| 577211 | 03/21/2018 | $250.00 | REFUND | 1997 | JOSE GARCIA |
| 577212 | 03/21/2018 | $250.00 | REFUND | 1996 | MAYRA GARCIA |
| 577213 | 03/21/2018 | $36,705.17 | CONTRACT SERVICES | 76070 | GEO CORRECTIONS & DETENTION, INC. |
| 577214 | 03/21/2018 | $4,705.48 | VEHICLE MAINTENANCE/EXPENSES | 33720 | ARKAY ACQUISITION LLC/GILLIG |
| 577215 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 809 | NATALIE GLASMAN |
| 577216* | 03/21/2018 | $308.97 | SUPPLIES | 1979 | GLASS DOCTOR OF MONTEBELLO |
| 577217 | 03/21/2018 | $417.48 | CONTRACT SERVICES | 74240 | GLOBAL CTI GROUP,INC. |
| 577218 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 8260 | BEATRICE GOMEZ |
| 577219 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 38440 | ANDREW GUZMAN |
| 577220 | 03/21/2018 | $80.00 | CARPOOL INCENTIVE | 568 | JUAN M HERNANDEZ |
| 577221 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 4280 | NADINE HERNANDEZ |
| 577222 | 03/21/2018 | $46.58 | VEHICLE MAINTENANCE/EXPENSES | 15440 | HOSE-MAN, INC. |
| 577223 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 73180 | MONICA HUERTA |
| 577224 | 03/21/2018 | $2,450.00 | CONTRACT SERVICES | 993 | IVA SOLUTIONS, INC. |
| 577225 | 03/21/2018 | $486.45 | VEHICLE MAINTENANCE/EXPENSES | 75430 | TEXTRON INC. |
| 577226 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 48610 | CRYSTAL JAIMEZ |

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| 577227 | 03/21/2018 | $649.01 | SUPPLIES | 51820 | JOHNSTONE SUPPLY |
| 577228 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 50070 | JENNY CHAN KESHISHYAN |
| 577229 | 03/21/2018 | $595.00 | CONTRACT SERVICES | 750 | LIFTECH ELEVATOR SERVICES, INC |
| 577230 | 03/21/2018 | $22,876.97 | CONTRACT SERVICES | 1886 | LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP |
| 577231 | 03/21/2018 | $2,400.00 | CONTRACT SERVICES | 1585 | DR. ANGELICA LOZA-GOMEZ, M.D., PC |
| 577232 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 71590 | LUZ MARIA |
| 577233 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 1778 | ILENE MARTINEZ |
| 577234 | 03/21/2018 | $2,864.08 | SUPPLIES | 479 | MCMASTER-CARR SUPPLY COMPANY |
| 577235 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 35830 | JOSE MELENDEZ |
| 577236 | 03/21/2018 | $570.00 | VEHICLE MAINTENANCE/EXPENSES | 35240 | ERL BERNARD/MOBILE FIRE TECH |
| 577237 | 03/21/2018 | $897.78 | REIMBURSEMENT | 3280 | MONTEBELLO CITY TRANSIT |
| 577238 | 03/21/2018 | $250.00 | REFUND | 1994 | VIRGINIA MORENO |
| 577239 | 03/21/2018 | $760.00 | CONTRACT SERVICES | 26880 | SEBASTIAN WATERWORKS, INC./MR. ROOTER |
| 577240 | 03/21/2018 | $46,554.37 | CONTRACT SERVICES | 35250 | NATIONWIDE ENVIRONMENTAL SERVICES |
| 577241 | 03/21/2018 | $2,093.56 | VEHICLE MAINTENANCE/EXPENSES | 60710 | THE AFTERMARKET PARTS COMPANY, LLC |
| 577242 | 03/21/2018 | $386.78 | SUPPLIES | 15620 | OFFICE DEPOT |
| 577243 | 03/21/2018 | $153.24 | CONTRACT SERVICES | 19480 | ORKIN EXTERMINATING CO., INC. |
| 577244 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 1596 | JESSICA ORTIZ |
| 577245 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 138 | BRIANNON PADILLA |
| 577246 | 03/21/2018 | $70.47 | SUPPLIES | 26500 | PALARDY & MILLER AUTOBODY |
| 577247 | 03/21/2018 | $33,462.00 | CONTRACT SERVICES | 42180 | PCAM, LLC |
| 577248 | 03/21/2018 | $360.65 | SUPPLIES | 523 | PC INDUSTRIAL PRODUCTS LLC |
| 577249 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 65330 | WENDY PEREZ |
| 577250 | 03/21/2018 | $80.00 | CARPOOL INCENTIVE | 34240 | ROBERT PORTILLO |
| 577251 | 03/21/2018 | $364.50 | CONTRACT SERVICES | 6070 | QUALITY JET ROOTER |
| 577252 | 03/21/2018 | $168.52 | MACHINERY & EQUIPMENTS | 69730 | DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH |
| 577253 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 56830 | ESTHER ROBLES |
| 577254 | 03/21/2018 | $125.00 | CONTRACT SERVICES | 42210 | SAFETY-KLEEN CORP. |
| 577255 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 69960 | NICOLE I. SAUCEDO |
| 577256 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 61140 | MICHAEL SAVEDRA |
| 577257 | 03/21/2018 | $248.64 | CONTRACT SERVICES | 51850 | SECURITY SIGNAL DEVICES INC. |
| 577258 | 03/21/2018 | $25,227.25 | CONTRACT SERVICES | 1868 | SHEPPARD MULLIN RICHTER & HAMPTON LLP |

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|---|---|---|---|---|---|
| 577259 | 03/21/2018 | $1,469.02 | MACHINERY & EQUIPMENTS | 1937 | SHI INTERNATIONAL CORP. |
| 577260 | 03/21/2018 | $616.00 | CONTRACT SERVICES | 36350 | SHRED-IT USA |
| 577261 | 03/21/2018 | $19,423.92 | CONTRACT SERVICES | 36290 | SIEMENS INDUSTRY INC. |
| 577262 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 24280 | MARTIN SOLANO |
| 577263 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 33960 | DAVID SOSNOWSKI |
| 577264 | 03/21/2018 | $86.00 | VEHICLE MAINTENANCE/EXPENSES | 171 | ARIZONA MACHINERY |
| 577265 | 03/21/2018 | $4,884.00 | CONTRACT SERVICES | 170 | SUPERIOR PAVEMENT MARKINGS, INC. |
| 577266* | 03/21/2018 | $1,324.85 | VEHICLE MAINTENANCE/EXPENSES | 1900 | TEAM ONE REPAIR, INC. |
| 577267 | 03/21/2018 | $229.00 | DUES & SUBSCRIPTIONS | 4020 | TORO NSN |
| 577268 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 1091 | JANELLE TORRES |
| 577269 | 03/21/2018 | $3,000.00 | MACHINERY & EQUIPMENTS | 217 | TRACKIT LLC |
| 577270 | 03/21/2018 | $7,520.00 | CONTRACT SERVICES | 1639 | TRANSTECH ENGINEERS, INC. |
| 577271 | 03/21/2018 | $6,420.00 | CONTRACT SERVICES | 74850 | UNIQUE GENERAL SERVICES |
| 577272 | 03/21/2018 | $4,952.16 | CONTRACT SERVICES | 37 | U.S. SECURITY ASSOCIATES, INC. |
| 577273 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 595 | MATTHEW A VALENZUELA |
| 577274 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 52570 | CLAUDIA S. VARGAS |
| 577275 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 62650 | DELFINA VARGAS |
| 577276 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 395 | MARIA TERESA VASQUEZ |
| 577277 | 03/21/2018 | $12,000.00 | CONTRACT SERVICES | 75020 | VASQUEZ & CO.,LLP |
| 577278 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 1701 | MATTHEW VEGA |
| 577279 | 03/21/2018 | $437.12 | CONTRACT SERVICES | 47600 | VORTEX INDUSTRIES |
| 577280 | 03/21/2018 | $13,158.00 | CONTRACT SERVICES | 40860 | WEST COAST ARBORISTS, INC. |
| 577281 | 03/21/2018 | $6,152.00 | CONTRACT SERVICES | 22290 | WESTERN ALLIED CORPORATION |
| 577282 | 03/21/2018 | $25,649.25 | CONTRACT SERVICES | 1631 | YORK RISK SERVICES GROUP, INC. |
| 577283 | 03/21/2018 | $200.00 | CONTRACT SERVICES | 9070 | ERVIN L. YOUNGBLOOD |
| 577284 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 75930 | DELFINO RANGEL ZARAGOZA |
| 577285 | 03/21/2018 | $40.00 | CARPOOL INCENTIVE | 351 | STEVE ZARAGOZA |
| 577286 | 03/21/2018 | $1,215.38 | SUPPLIES | 26850 | ZUMAR INDUSTRIES, INC. |
| 577287 | 03/21/2018 | $2,137.20 | CONTRACT SERVICES | 40670 | ALL CITY MANAGEMENT SERVICES |
| 577288 | 03/21/2018 | $2,311.79 | LEASE PAYMENT | 47 | ALTEC CAPITAL SERVICES |
| 577289 | 03/21/2018 | $18.78 | CONTRACT SERVICES | 31270 | STARBOARD TACK SUPPLY INC. |
| 577290 | 03/21/2018 | $1,925.00 | CONTRACT SERVICES | 38010 | ADVANCED AVANT-GARDE CORPORATION |

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|---|---|---|---|---|---|
| 577291* | 03/21/2018 | $1,885.00 | CONTRACT SERVICES | 1988 | ROBERT BACH |
| 577292 | 03/21/2018 | $174.07 | REFUND | 2003 | CIRO BAEZA |
| 577293 | 03/21/2018 | $70.00 | CONTRACT SERVICES | 45540 | BENNY'S OIL FILTER RECYCLING |
| 577294 | 03/21/2018 | $295.00 | DUES & SUBSCRIPTIONS | 11000 | CALIFORNIA ASSOCIATION OF CODE |
| 577295 | 03/21/2018 | $32.00 | CONTRACT SERVICES | 58240 | STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE |
| 577296 | 03/21/2018 | $114.98 | SUPPLIES | 10000 | CLEAN SWEEP SUPPLY CO. INC |
| 577297 | 03/21/2018 | $2,603.17 | VEHICLE MAINTENANCE/EXPENSES | 950 | CUMMINS PACIFIC, LLC |
| 577298 | 03/21/2018 | $1,500.00 | MACHINERY & EQUIPMENTS | 1855 | DARKTRACE LIMITED |
| 577299 | 03/21/2018 | $911.54 | CONTRACT SERVICES | 1894 | ECONOMY RENTAL, INC. |
| 577300 | 03/21/2018 | $1,437.31 | VEHICLE MAINTENANCE/EXPENSES | 1592 | ELLSWORTH TRUCK & AUTO MACHINING |
| 577301 | 03/21/2018 | $497.82 | SUPPLIES | 1844 | ESAFETY SUPPLIES, INC. |
| 577302 | 03/21/2018 | $200.00 | CONTRACT SERVICES | 56190 | HELIODORO ALTAMIRANO/H.A. BUILDERS |
| 577303 | 03/21/2018 | $250.00 | CONTRACT SERVICES | 56190 | HELIODORO ALTAMIRANO/H.A. BUILDERS |
| 577304 | 03/21/2018 | $2,829.22 | CONTRACT SERVICES | 48120 | HINDERLITER,DE LLAMAS & ASSOCIATES |
| 577305 | 03/21/2018 | $350.00 | VEHICLE MAINTENANCE/EXPENSES | 29680 | INLAND KENWORTH, INC. |
| 577306 | 03/21/2018 | $21.00 | MACHINERY & EQUIPMENTS | 993 | IVA SOLUTIONS, INC. |
| 577307 | 03/21/2018 | $305.47 | CONTRACT SERVICES | 1675 | SIMKINS CO., INC. |
| 577308 | 03/21/2018 | $16.18 | CONTRACT SERVICES | 75430 | TEXTRON INC. |
| 577309 | 03/21/2018 | $1,512.70 | CONTRACT SERVICES | 2001 | LAW OFFICES OF DAVID J. WEISS |
| 577310 | 03/21/2018 | $26,860.45 | CONTRACT SERVICES | 16760 | LIEBERT CASSIDY WHITMORE |
| 577311 | 03/21/2018 | $3,627.35 | SUPPLIES | 26670 | LIFE-ASSIST, INC. |
| 577312* | 03/21/2018 | $18,427.04 | VEHICLE PURCHASES | 1890 | LOU'S GOLF CARTS INC. |
| 577313 | 03/21/2018 | $5,272.50 | CONTRACT SERVICES | 19040 | MUNICIPAL CONTRACT ADMINISTRATORS, INC |
| 577314 | 03/21/2018 | $1,047.81 | VEHICLE MAINTENANCE/EXPENSES | 1385 | MUNCIE RECLAMATION AND SUPPLY COMPANY |
| 577315 | 03/21/2018 | $705.00 | CONTRACT SERVICES | 26370 | NAVARRO'S TOWING SERVICE |
| 577316 | 03/21/2018 | $167.45 | SUPPLIES | 15620 | OFFICE DEPOT |
| 577317 | 03/21/2018 | $95.56 | CONTRACT SERVICES | 56260 | PRUDENTIAL OVERALL SUPPLY |
| 577318 | 03/21/2018 | $177.06 | SUPPLIES | 1925 | CENTRAL SANITARY SUPPLY |
| 577319 | 03/21/2018 | $5,876.00 | CONTRACT SERVICES | 952 | RELIANT IMMEDIATE CARE MEDICAL GROUP INC |
| 577320 | 03/21/2018 | $120.05 | CONTRACT SERVICES | 36350 | SHRED-IT USA |
| 577321 | 03/21/2018 | $3,000.00 | CONTRACT SERVICES | 6230 | SYMPRO, INC. |
| 577322 | 03/21/2018 | $379.50 | CONTRACT SERVICES | 9270 | TANK SPECIALIST OF CALIFORNIA |

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|---|---|---|---|---|---|
| 577323 | 03/21/2018 | $1,920.00 | CONTRACT SERVICES | 74850 | UNIQUE GENERAL SERVICES |
| 577324 | 03/21/2018 | $1,418.60 | CONTRACT SERVICES | 47600 | VORTEX INDUSTRIES |
| 577325 | 03/21/2018 | $3,453.09 | VEHICLE MAINTENANCE/EXPENSES | 25860 | WAYNE HARMEIER INC. |
| 577326 | 03/21/2018 | $586.00 | CONTRACT SERVICES | 22290 | WESTERN ALLIED CORPORATION |
| 577327 | 03/21/2018 | $228.77 | VEHICLE MAINTENANCE/EXPENSES | 51730 | WESTRUX INTERNATIONAL INC. |
| | **Total** | **$1,950,488.29** | | | |

6093 - Successor Agency

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|---|---|---|---|---|---|
| 1387 | 03/21/2018 | $2,050.00 | CONTRACT SERVICES | 15180 | STEARNS, CONRAD AND SCHMIDT CONSULTING ENG. |
| | **Total** | **$2,050.00** | | | |

* 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.

**CITY OF MONTEBELLO** **NOVEMBER 15, 2017**
**1600 WEST BEVERLY BOULEVARD** **WEDNESDAY**
**MONTEBELLO, CALIFORNIA** **5:09 P.M.**

**MINUTES**

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

**OPENING CEREMONIES**

**1. CALL MEETING TO ORDER: Mayor Romero called the meeting to order at the hour of 5:09 p.m.**

| | |
|---|---|
| **2. ROLL CALL:** | **City Clerk I. Barajas** |
| **MEMBERS PRESENT:** | **Molinari, Barajas, Hadjinian, Delgado Romero** |
| **STAFF PRESENT:** | **City Attorney Alvarez Glasman** |
| **3. INVOCATION** | **Mayor Romero** |
| **4. PLEDGE OF ALLEGIANCE** | **City Attorney Alvarez-Glasman** |

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

***PUBLIC ORAL COMMUNICATIONS***

None.

**CLOSED SESSION**

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

**6. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Various Workers' Compensation matters. Case names unspecified due to disclosure would jeopardize existing settlement negotiations.

City Councilmembers received a briefing. Direction was given by City Council to Staff to contact York Risk Services to schedule a date to discuss Workers' Compensation and Liability matters. Direction was give to bring back update to the next meeting.

**7. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**
Government Code Section 54967
Title: Fire Chief
Title: Director of Community Development
Title: Interim City Manager

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

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

No final action taken, direction was provided to City Attorney. Motion carried 3-2 ( Barajas and Hadjinian voted "No.")

### 9. HILTON GARDEN INN MANAGEMENT AGREEMENT WITH HOTEL ADVENTURES LLC

A financial summary including operating expenses and projections was given by Mike Kremer, Municipal Advisor, Montague de Rose.

Councilmember Barajas asked about a payment for the 2008 Bond.

Mayor Romero asked about the presentation being brought to the City Council.

City Attorney Alvarez-Glasman spoke about the Quiet Cannon's long standing agreement with the City.

Brad Perrin, 801 Via San Clemente, Hotel Adventures, LLC, spoke about the Hilton Garden Inn success and upgrades.

Linda Strong was not present to speak.

Linda Nicklas stated that a 30 year contract in unacceptable.

Larry Salazar stated that it is outrageous to award 30 year contract.

Yvette Fimbres spoke about contract and stated that a 30 year contract is outrageous, and asked the City Council consider a 2 year contract.

Maribel Briseno stated that to extend the contract for 30 years does not make sense, and asked that the City vote not to extend the contract for 30 years.

Michael Samarin-Popoff asked the City Council to consider a 2 or 3 year extension.

Mayor Romero reminded all that this item was not "sprung" on the City Council and that it needs to be discussed.

City Attorney Alvarez-Glasman stated that the Food and Beverage component is operated by the Quiet Cannon only, and has been very successful.

Councilmember Hadjinian stated that the property is City-owned.

Mayor Pro Tem Molinari moved, seconded by Councilmembe Delgado that the City Council: (1) move holdover the item until November 29, 2017at 5:00 p.m.

## ADJOURNMENT

Upon motion carried unanimously, Mayor Romero adjourned the meeting at the hour 10:05 p.m. in memory of Connor Reidhead, 18 years old and a graduate of the Applied Technology Center, who was killed in an accident recently.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of the Special Meeting on November 15, 2017 were approved as written on March 28, 2018.

VANESSA DELGADO, Mayor

ATTEST:

IRMA BARAJAS, City Clerk